R18-_14

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING AND SIDE LETTERS BETWEEN THE COUNTY AND THE PUBLIC SAFETY OFFICERS' 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 Public Safety Officers' 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

WHEREAS, County and Association representatives additionally met, conferred, and reached mutually-acceptable terms for two (2) side letters to the MOU, copies of which are attached hereto as Exhibit B and incorporated herein by this reference;

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, 2018 through December 31, 2022 – is hereby ratified, adopted and approved.

SECTION TWO: Two (2) side letters to the MOU, copies of which are attached hereto as Exhibit B are hereby ratified, adopted and approved.

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

PASSED, APPROVED and **ADOPTED** this 20th day of February, 2018, by the following vote, to wit:

AYES: Supervisors Corless, Gardner, Peters, and Stump.

NOES: None.

ABSENT: Supervisor Johnston.

ABSTAIN: None.

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

Shannon Kendall
Clerk of the Board

APPROVED AS TO FORM:

County Counsel

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF MONO

AND

MONO COUNTY PUBLIC SAFETY OFFICERS' ASSOCIATION

January 1, 2018 through December 31, 2022

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ARTICLE 1. DEFINITIONS AND PURPOSES

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 hereof:

1. "Association" means the Mono County Public Safety Officers' Association.

2. "Base rate of pay" means the employee's current step hourly rate of pay as identified in Appendix "A".

3. "Compensatory time off" or "CTO" is typically time off in lieu of overtime pay. Unless otherwise provided, one and one-half (1 ½) hours of CTO is earned for each hour of overtime worked. CTO may be earned in other circumstances as described in this MOU.

4. "County" means the County of Mono.

5. "Employee" means a full-time employee covered by this MOU. Retired annuitants and part-time employees are not Employees.

6. "MOU" means this Memorandum of Understanding between the Association and the County.

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. "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 below.

9. "Post-retirement health beneficiary" means a Retiree who, for purposes of Article 15 of this MOU:

- was hired prior to January 1, 1986, 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

- was hired after December 31, 1985 and 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

- was hired after June 30, 1987 and before January 1, 1995, 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,

- was hired after December 31, 1995, and before May 1, 2001, 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.

ARTICLE 2. TERM

This MOU shall be in effect from January 1, 2018, through 12:00 midnight on December 31, 2022.

ARTICLE 3. RECOGNITION

The County recognizes the Association as the exclusive representative for full-time Employees in the bargaining unit comprised of Public Safety Officer, Public Safety Sergeant and Public Safety Lieutenant.

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, the Meyers-Milias-Brown Act ("MMBA"). 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, religious creed, 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 the 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. SALARY SCHEDULE

A. The salary schedule 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 were frozen, either pursuant to a previously-adopted MOU and/or Imposed Terms and Conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU.

B. Employees are required to utilize direct deposit of their payroll checks.

C. Notwithstanding anything to the contrary in the Personnel Rules, all current Employees who have not received a step increase since prior to January 1, 2017, who received a satisfactory annual evaluation, shall advance one step effective January 1, 2018. Those Employees shall have their anniversary date reset to January 1 for the purpose of step increases only. Any Employee who has not been employed for more than a year, or who advanced a step between January 1, 2017 and the date this MOU is executed, shall advance one step on their regular anniversary date, provided they receive a satisfactory annual evaluation.

D. Employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set.

ARTICLE 6. SALARY

Effective January 1, 2018, all classifications shall receive an equity adjustment of seven and one-half percent (7.5%).

Effective January 1, 2019, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2020, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2021, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2022, all classifications shall receive a cost of living adjustment of two percent (2%).

ARTICLE 7. HOLIDAY PAY

In lieu of receiving holidays off, Employees shall receive holiday incentive pay in the amount of seven percent (7%) of their base rate of pay.

ARTICLE 8. LONGEVITY PAY

A. Employees who were already receiving longevity pay as of October 1, 2012, will continue to receive longevity pay but the percentage amount of such pay shall be frozen and shall not increase.

B. Employees who were not already receiving longevity pay as of October 1, 2012, shall not be eligible to earn or receive longevity pay at any future date.

ARTICLE 9. PERS BENEFITS

A. Retirement Formula

Tier 1: Employees hired prior to December 27, 2012, who are Classic Members as defined by CalPERS, shall receive 3% at 50 safety retirement benefits, highest twelve (12) month average final compensation period. These Members shall pay nine percent (9%) of the CalPERS Employee's contribution on a pre-tax basis.

Tier 2: Employees hired on or after December 27, 2012, who are Classic Members as defined by CalPERS, shall receive 3% at 55 safety retirement benefits, highest thirty-six (36) month average final compensation period. These Members shall pay nine percent (9%) of the CalPERS Employee's contribution on a pre-tax basis.

Tier 3: Employees hired on or after January 1, 2013, who are New Safety Members, as defined by CalPERS, shall receive 2.7% at 57 safety retirement benefits, highest thirty-six (36) month average final compensation period. These Members shall pay half of the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

B. Survivor Benefit

The County shall continue to provide Employees with the PERS "Level IV" Survivor

Benefit. Any expense to an Employee as a result of this benefit shall be paid by the County to PERS in the Employee's name.

C. Military Service Credit

The County amended its contracts with PERS to provide the option under Section 21024 (military service credit as public service) at no cost to the County.

ARTICLE 10. HEALTH INSURANCE AND DISABILITY BENEFITS

A. Health Insurance

Each Employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 11 and 12.

"Health care benefits" means the medical, dental, and eye-care benefits provided to Employees and their dependents by the County pursuant to this Agreement.

The County contracts with CalPERS medical insurance for all Employees. 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.

B. Disability Insurance

The County shall enroll Employees in the State Disability Insurance (SDI) program at County expense. 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 13); and
2. The medical portion of Social Security.

ARTICLE 11. DENTAL CARE PLAN

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

ARTICLE 12. 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 13. CAFETERIA PLAN

Effective January 1, 2019, for Employees enrolled in PORAC medical insurance, the County will contribute into the cafeteria plan an amount equal to ninety-five percent

(95%) of the PORAC 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.

Effective January 1, 2019, for Employees enrolled in CalPERS medical coverage other than PORAC, the County will contribute into the cafeteria plan an amount equal to eighty percent (80%) of the PERS Choice 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.

ARTICLE 14. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

A. Greater Responsibility

If an Employee assumes the duties of a position entailing greater responsibility than his or her regularly 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. Provisions

The provisions of this Article are operative only when all of the following conditions occur:

1. Written direction has been given to the Employee to assume the other duty by the Employee's department head or by a person so authorized by the department head.

2. The assumption of duties entailing greater responsibility must be taken for a period of one (1) work week (or 40 hours) in order for the provisions of this Article to apply. The initial work week shall not be included in the increased pay calculations.

3. The position assumed has a job description in the most recent job classification and salary survey adopted by the Board of Supervisors.

ARTICLE 15. HEALTH BENEFITS FOR RETIREES AND POST-RETIREMENT HEALTH BENEFICIARIES

A. Post-Retirement Health Beneficiaries

1. 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 active employees under Article 13. 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 (e.g., coverage tier). This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.

2. 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. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.

3. In the event a post-retirement health beneficiary and his or her dependent are not both Medicare-qualified, then the qualified individual shall enroll in Medicare and the flexible credit allowance paid into the cafeteria plan on their behalf shall not exceed the amount described in A.1.

4. Post-retirement health beneficiaries and one dependent (as defined in the dental and eye-care insurance policies) shall be provided the same dental and eye-care benefits provided to Employees in Article 10.

5. Any health benefits after retirement under this paragraph A will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.

B. Retirees

Retirees hired on or after May 1, 2001, who enroll in CalPERS medical insurance shall receive the statutory amount prescribed by Government Code section 22892 per month paid directly by the County to PERS.

ARTICLE 16. WORKSITE INSPECTION

A. Safe Worksites

The County shall provide reasonable safety programs and annual on-site safety inspections in order to assure safe worksites for Employees. Department heads shall schedule the safety programs and annual onsite worksite inspections. Written complaints shall be filed with the Sheriff and copies shall be transmitted by Employees who file them to the President of the Association. Should a complaint be unresolved by the Sheriff, 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.

B. Safety Advisory Committee

The Worksite Safety Advisory Committee shall 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 17. COURT APPEARANCE

Off-duty court time for the purpose of testifying to facts that occurred in the course and scope of the Employee's employment will be paid at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay with a minimum of four (4) hours. Any off-duty time required to appear in court in excess of the four (4) hours in one (1) day shall be compensated at one and one-half (1-1/2) times the Employee's regular rate of pay. This applies to hours that are non-contiguous to the Employee's regular duty hours.

If an Employee receives notice not to appear for a scheduled court appearance after the end of the Employee's last previous work shift and before leaving to attend court, then the Employee will receive one hundred dollars ($100.00) for the court cancelation.

ARTICLE 18. CALL-IN

A. An Employee who is called in to work outside of his or her normal work shift shall be paid at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay with a minimum of four (4) hours. Any time required in excess of the four (4) hours shall be compensated at one and one-half (1-1/2) times the Employee's regular rate of pay. The provisions of this Article do not apply to extended shifts.

B. If the call-in occurs during a night or utility shift, the Employee shall receive the applicable shift differential pay.

ARTICLE 19. SHIFT DIFFERENTIAL PAY

A. Night Shift 1830 to 0630 hours

Each Employee shall receive a pay differential of six percent (6%) of base pay in addition to his or her base hourly pay for working night shift. Any Employee who works overtime in continuation of the night shift shall continue to receive the shift differential each hour of overtime worked.

B. Utility Shift

Utility shift is defined as any combination of day and night shifts scheduled in advance for a month. Utility shifts will be designated in advance by the Sheriff or his or her designee at his or her direction. Each Employee shall receive a pay differential of four

percent (4%) of base pay when working a utility shift. Any Employee who works overtime in continuation of a utility shift shall continue to receive the shift differential each hour of overtime worked. If an Employee working a utility shift is moved to a night shift for a period covering two complete biweekly pay cycles, then that Employee will be redefined as working night shift and shall receive the night shift differential for those pay cycles.

ARTICLE 20. CALCULATION OF OVERTIME

A. Calculation of Overtime

It is understood that all hours worked over 80 hours in the work period will be considered and paid as overtime. Overtime shall be paid at one and one-half (1 ½) times the Employee's regular rate of pay or credited at one and one-half (1 ½) hours of compensatory time off (CTO) per excess hour. Work Time is defined as all time physically on the job (including travel time for training) as well as: sick time-off using earned sick time and/or pre-approved time-off taken as vacation and/or CTO.

B. Accumulation of Compensatory Time

Employees may accumulate up to two hundred (200) hours of CTO as of December 31st of each year, at which point they will be paid off for any hours in excess of 200 (i.e., Employees may accumulate more than 200 hours during the year).

C. Travel Time

Generally, travel time to and from work does not constitute hours worked. This is true whether the Employee works at a fixed or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the Employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to the County's instructions. The rate of pay for such additional travel time shall be five dollars ($5.00) per hour. It is the intent of this paragraph that this rate of pay apply only to travel time for travel related to seminars and/or education.

(1) One-Day Travel Out of Town: All travel time of an Employee sent out of town by the County on a special one-day assignment shall be counted as hours worked, except any time spent traveling by the Employee between his or her home and the terminal or a common carrier when such carrier is used to transport the Employee. Also excluded from hours worked shall be the Employee's usual meal time.

(2) Overnight Travel Out of Town: If an Employee's duties require him or her to travel out of town overnight, travel time during his or her normal working hours (on both normal working days and days

that are normal days off) is counted as hours worked, except that the Employee's usual meal time is not counted as hours worked.

(3) Use of Private Automobile on Travel Out of Town: If an Employee is offered public transportation, but requests permission to drive his or her own car instead, the County may count as hours worked either the time spent driving the car or the time it would have had to count as hours worked during working hours if the employee had used public transportation.

(4) Work Performed While Traveling: If an Employee performs required work while traveling, the time involved must be counted as hours worked, except during the Employee's usual meal periods.

ARTICLE 21. UNIFORMS AND CLOTHING

A. Uniforms for New Employees

Upon hire, each new Employee will be reimbursed up to five hundred dollars ($500.00) for the purchase of uniforms and equipment upon presentation of receipts. Alternatively, each new Employee may request, and the County shall provide, a store credit of five hundred dollars ($500.00) or the balance thereof for the purchase of uniforms and equipment from a vendor(s) selected by the County. Should a new Employee not complete twelve (12) months of service as a public safety officer, the County may recover $40.00 per month from that Employee for each month of service not completed up to the 12th month, which shall be deducted from the Employee's final paycheck.

B. Uniform Maintenance Allowance

Commencing on the July 1 that is at least six (6) months following the Employee's date of hire, Employees will be reimbursed up to six hundred dollars ($600.00) per fiscal year, for the purchase and/or maintenance of uniforms and equipment upon presentation of receipts. Alternatively, commencing that same date, each Employee may request, and the County shall provide, an annual store credit of six hundred dollars ($600.00) or the balance thereof for the purchase and maintenance of uniforms and equipment from a vendor(s) selected by the County. Employees shall be responsible for the replacement and maintenance of their uniforms. Any uniform damaged within the course and scope of employment shall be replaced or repaired at no cost to the Employee. The determination whether a uniform should be repaired or replaced shall be made by the Sheriff or Undersheriff.

C. Property of County

All insignia and equipment issued to Employees shall be returned to the Mono County Sheriff's Department 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 by the Sheriff's Department shall be at the County's expense.

ARTICLE 22. EQUIPMENT

The County shall provide Employees with the following equipment, and thereafter replace or repair such equipment when deemed necessary by the Sheriff's Office:

Cold Weather Jacket
Handcuffs and Handcuffs
Case
Flashlight and Holder, Batteries, and
Bulb
Ammunition & Gun Cleaning Supplies
Protective Ear & Eye Wear for Range
Pepper Spray and Holder (after training)
Sam Browne Duty Belt
Duty Weapon, Holster, and Magazines (after
training)
ASP Baton & Holder (after training)
Taser & Holster (after training)
Ballistic Vest (up to 4 will be purchased per year, to be assigned at the discretion of the Sheriff to four Employees who have successfully completed probation)
Snowsuit for Snowmobile duty (up to 4 will be purchased per year, to be assigned at the discretion of the Sheriff to four Employees who have successfully completed probation)
Boots (every three years up to $350 shall be reimbursed upon presentation of receipts)

ARTICLE 23. VACATION LEAVE

A. Vacation Accrual.

Employees shall accrue vacation leave as follows:

Initial Employment.....80 vacation hours per year

After 3 years of service.....120 vacation hours per year

After 10 years of service.....136 vacation hours per year

After 15 years of service.....152 vacation hours per year

After 20 years of service.....160 vacation hours per year

B. Maximum Accrual

The maximum number of vacation hours that may be accumulated by any Employee as of December 31st of any year is 300 hours ("Accrual Cap"). If an Employee's vacation hours exceed the Accrual Cap on December 31st of any year, then vacation accrual will cease until his or her vacation hours are at or below the Accrual Cap.

C. Compensation

Any Employee who has accumulated 80 vacation hours may, upon written request, be compensated for up to 40 hours of accrued vacation hours per calendar year, instead of taking that vacation time off. Notwithstanding the foregoing, if an Employee has made every reasonable effort to use his or her vacation time throughout the year so as to avoid reaching the Accrual Cap but is not able to do so due to unexpected personnel needs or safety-related requirements of the Department, then the Employee may request to be compensated by the County for that additional number of hours needed to bring his or her vacation accrual back down to the Accrual Cap as of December 31st. Such request shall be approved or disapproved in the sole discretion of the Sheriff based on the criteria set forth in this Article.

ARTICLE 24. SICK LEAVE

A. Employees shall accrue 8 hours of sick leave per month of full-time service. Upon retirement, employees may convert unused sick leave to service credit with CalPERS. Sick leave shall have no cash value.

B. Employees may elect to use accrued leaves after sick leave or workers' compensation is exhausted.

ARTICLE 25. EDUCATIONAL INCENTIVE PAY

A. Employees shall receive two and one-half percent (2.5%) of their base rate of pay for possession of an Associate's degree.

B. Employees shall receive five percent (5.0%) of their base rate of pay for possession of a Bachelor's degree.

C. Educational incentive pay shall not be additive nor compounded. In other words, the total amount of Educational pay which an Employee may receive is five percent (5.0%) of their base rate of pay.

ARTICLE 26. EDUCATIONAL ASSISTANCE PROGRAM

A. Employees who enroll in 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 seven hundred dollars ($700.00) per calendar year. Allowable expenses shall include tuition costs and out-of-pocket expense for required course material and textbooks, and shall be subject to the following:

1. Courses must be taken from an accredited institution.

2. Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the Sheriff.

3. Approval for educational assistance program shall be at the written discretion of the Sheriff. Such approval shall be obtained by the Employee prior to enrollment. A copy of the written approval shall be filed 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 of appropriate receipts and proof of completion of the course with a minimum grade of "C" or its equivalent.

ARTICLE 27. BILINGUAL PAY

Employees who are bilingual in Spanish or other languages useful to their work, as determined by the Sheriff, shall receive five percent (5%) of their base rate of pay.

ARTICLE 28. TRAINING OFFICER PAY

The County will continue to provide a five percent (5%) increase to the base rate of pay of an Employee who is acting as a PSOA Training Officer, which shall last for the period during which such training actually occurs

ARTICLE 29. 401(a) PLAN

A. Eligibility

Employees hired on or after May 1, 2001, are not eligible to earn or receive the post-retirement health benefits provided by paragraph A of Article 15, but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan established by the County, as described below. Any active Employee who was hired prior to May 1, 2001, may also elect to receive County contributions into a Section 401(a) Plan under this Article, but only if he or she waives and relinquishes any present or future rights he or she may have to receive the retiree health benefits provided by Section A of Article 15.

B. County Contribution

The County has established and implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall contribute into the Section 401(a) Plan on behalf of each Employee electing to participate under this Article an amount 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 contributed 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 contributed 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) contribution would only be equal to 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. Each such Employee 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. Schedule

Years in County Service	Portion of Account Value Vested
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
7 years	100 percent

D. Legal Requirements

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.

ARTICLE 30. ASSOCIATION RELEASE TIME

A. Time Off with Pay for Association Matters

The Association President and designated representatives shall have reasonable time off with pay for the purpose of carrying out Association-related matters (not to exceed a

total of three (3) persons). The Association representatives shall notify the Sheriff that they will be participating in Association matters.

B. Attend Meetings Without Loss of Pay

The County agrees that covered employees 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 office functions in the Employee's office as determined by the Employee's department head.

ARTICLE 31. DRIVER'S PHYSICAL EXAMINATION

When a physical examination is required for the acquisition or renewal or a driver's license and is required in 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 working hours without any deduction in pay.

ARTICLE 32. AGENCY SHOP

A. Association Membership Dues and Service Fees

1. Each Employee shall pay the Association a monthly "service fee." As a condition of employment, Employees shall pay Association dues which include the above fee.

2. The service fee shall not include any increment for expenditures, if any, made by the Association for political or ideological purposes.

3. The Mono County CAO or designee shall notify each new Employee of the agency shop provisions of this MOU and request the Employee to sign a withholding authorization. Except as provided in subsection (4) below, if the Employee refuses to sign the withholding authorization, he or she shall be deemed to fail to satisfy a condition of employment and may be subject to termination unless he or she complies. No fees, dues or assessments will be withheld until a signed authorization is filed with the County Auditor-Controller.

4. An Employee who is a member of a bona fide religion which prohibits participation in a public employees' bargaining organization, shall pay, in lieu of the service fee, a sum in a like amount to a charitable fund exempt from taxation pursuant to Internal Revenue Code 501 (c) (3). It shall be the responsibility of each Employee who elects to make a charitable contribution (instead of paying a service fee), to notify the Association of the name and address of the qualified charitable fund receiving the Employee's contribution. At the written request of the Association, the Employee shall provide proof to the Association of the identity of the charitable fund and payment of the charitable contribution. If the Employee does not provide the requested proof of payment within thirty (30) days of receipt of a written request therefor, then the monthly service fee for the period the service fee was not paid by the Employee shall be deducted from the Employee's pay by the County Auditor-Controller upon written notice by the Association.

5. The County shall deduct the service fee from the monthly paycheck of each Employee and shall remit the same to the Association, except as provided in subsection (4).

B. Hold Harmless

The Association shall defend, indemnify and hold harmless the from all claims against the County, and all lawsuits in which the County is a party defendant arising out of or as a result of the provisions of this Article, except for claims against the County which arise from the County's intentional, wanton or reckless acts (or malice, fraud or oppression).

C. Financial Report

The Association shall keep an adequate, itemized record of its financial transactions and shall make available annually, to Association Employees within sixty (60) days after the end of the fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operation statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a certified public accountant.

D. Representation of All Employees

The Association shall fairly and equally represent each Employee.

E. Amendments: Effective Date of Agency Shop Provisions

If any provision of this Article becomes void, invalid or unenforceable as a result of the decision of a court of competent jurisdiction or a published appellate court opinion, the parties agree to amend the Article to comply with the decision or opinion.

ARTICLE 33. BENEFITS OF OTHER BARGAINING UNITS

In negotiating with the Association for a successor to the MOU, the County shall make available to the Association pertinent non-confidential information and shall consider in good faith in such negotiations, the extent of past or future wage, pay and benefit increases provided to employees in other bargaining units. The County shall treat Employees fairly and equitably in comparison to employees represented by other bargaining units, including the provisions of Government Code Sections 3247 et seq.

ARTICLE 34. PUBLIC SAFETY OFFICER (4850 IOD)

Each Public Safety Officer shall be provided with Labor Code Section 4850 benefits pursuant to the terms of that statute.

ARTICLE 35. MISCELLANEOUS

A. Understanding of the Parties

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered by the Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding, 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 Memorandum of Understanding. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without mutual agreement. This Memorandum of Understanding shall remain in full force and effect until a new Memorandum of Understanding is ratified or the County imposes its last, best and final proposal.

B. Work Schedule

An alternate 12-hour work schedule is adopted for all Public Safety Officers primarily consisting of six 12-hour shifts and one 8-hour shift per fourteen (14) day work period. Supervisory Employees (Jail Sergeant and Jail Lieutenant) will adopt an alternate 10-hour schedule consisting of eight 10-hour shifts during the fourteen (14) day work period. The work period is defined as Sunday through the second Saturday following and will be the same fourteen-day work period for all Employees. It is understood that exceptions to this schedule may/will occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total work hours in the work period for all Employees.

The Sheriff, acting in good faith, reserves the right to alter or change the schedule as he or she deems necessary. In the case of public emergency, this change may be made without notice. For all other reasons, other than emergency, at least one (1)

month notice will be given.

C. Personnel Rules

The Mono County personnel rules adopted by Resolution R12-67 on September 18, 2012, and as subsequently amended, are not affected or amended by this MOU and remain in full force and effect. In the event of a conflict between those personnel rules and any provision of this MOU, the provision of this MOU shall control. Notwithstanding any other provision of this MOU, the parties agree that County may, during the term of this MOU, propose revisions to the personnel rules and/or additional personnel rules, provided that County allows an appropriate opportunity for affected Employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Milias-Brown Act. Association agrees that once the County has duly adopted any such new and/or revised personnel rules, they shall apply to all Employees covered by this MOU.

D. Amendments

The MOU may be amended only in writing by mutual agreement after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.

ARTICLE 36. SIGNATURES

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

BOB GARDNER, CHAIR
Mono County Board of Supervisors

NICK WAY, PRESIDENT
Mono County Public Safety Officers' Association

KRYSTYL HANSEN, SECRETARY
Mono County Public Safety Officers' Association

Approved as to Form:

STACEY SIMON
County Counsel

Exhibit A

Memorandum of Understanding

MONO COUNTY SALARY SCHEDULE
Public Safety Officers' Association
Effective January 1, 2018

Effective January 1, 2018, all classificiations receve a Equity adjustment of 7.5.

POSITION TITLE	GRADE	STEPS A	B	C	D	E
PSO I	47					
Monthly		$3,703.00	$3,888.00	$4,083.00	$4,287.00	$4,501.00
Bi-Weekly		$1,709.08	$1,794.47	$1,884.47	$1,978.62	$2,077.39
Hourly		$21.3635	$22.4308	$23.5558	$24.7327	$25.9673
PSO II	49					
Monthly		$3,890.00	$4,085.00	$4,289.00	$4,504.00	$4,730.00
Bi-Weekly		$1,795.39	$1,885.39	$1,979.55	$2,078.78	$2,183.08
Hourly		$22.4423	$23.5673	$24.7442	$25.9846	$27.2885
Sergeant	58					
Monthly		$5,193.00	$5,453.00	$5,727.00	$6,012.00	$6,313.00
Bi-Weekly		$2,396.78	$2,516.78	$2,643.24	$2,774.78	$2,913.70
Hourly		$29.9596	$31.4596	$33.0404	$34.6846	$36.4212
Lieutenant	63					
Monthly		$5,974.00	$6,273.00	$6,587.00	$6,915.00	$7,262.00
Bi-Weekly		$2,757.24	$2,895.24	$3,040.16	$3,191.55	$3,351.70
Hourly		$34.4654	$36.1904	$38.0019	$39.8942	$41.8962

MONO COUNTY SALARY SCHEDULE
Public Safety Officers' Association
Effective January 1, 2019

Effective January 1, 2019, all classificiations receve a COLA of 2%.

POSITION TITLE	GRADE	STEPS A	B	C	D	E
PSO I	50					
Monthly		$3,777.00	$3,966.00	$4,165.00	$4,373.00	$4,591.00
Bi-Weekly		$1,743.24	$1,830.47	$1,922.31	$2,018.31	$2,118.93
Hourly		$21.7904	$22.8808	$24.0288	$25.2288	$26.4865
PSO II	54					
Monthly		$3,968.00	$4,167.00	$4,375.00	$4,594.00	$4,825.00
Bi-Weekly		$1,831.39	$1,923.24	$2,019.24	$2,120.31	$2,226.93
Hourly		$22.8923	$24.0404	$25.2404	$26.5038	$27.8365
Sergeant	60					
Monthly		$5,297.00	$5,562.00	$5,842.00	$6,132.00	$6,439.00
Bi-Weekly		$2,444.78	$2,567.09	$2,696.32	$2,830.16	$2,971.86
Hourly		$30.5596	$32.0885	$33.7038	$35.3769	$37.1481
Lieutenant	53					
Monthly		$6,093.00	$6,398.00	$6,719.00	$7,053.00	$7,407.00
Bi-Weekly		$2,812.16	$2,952.93	$3,101.09	$3,255.24	$3,418.63
Hourly		$35.1519	$36.9115	$38.7635	$40.6904	$42.7327

Use the following formulas to calculate Annual, Bi-Weekly and Hourly amounts:
Annual = Monthly X 12
Bi-Weekly = Monthly X 0.46154
Hourly = Monthly / 173.33

MONO COUNTY SALARY SCHEDULE
Public Safety Officers' Association
Effective January 1, 2020

Effective January 1, 2020, all classificiations receve a COLA of 2%.

POSITION TITLE	GRADE	STEPS A	B	C	D	E
PSO I						
Monthly	47	$3,853.00	$4,045.00	$4,248.00	$4,460.00	$4,683.00
Bi-Weekly		$1,778.31	$1,866.93	$1,960.62	$2,058.47	$2,161.39
Hourly		$22.2288	$23.3365	$24.5077	$25.7308	$27.0173
PSO II						
Monthly	49	$4,047.00	$4,250.00	$4,463.00	$4,686.00	$4,922.00
Bi-Weekly		$1,867.85	$1,961.55	$2,059.85	$2,162.78	$2,271.70
Hourly		$23.3481	$24.5192	$25.7481	$27.0346	$28.3962
Sergeant						
Monthly	58	$5,403.00	$5,673.00	$5,959.00	$6,255.00	$6,568.00
Bi-Weekly		$2,493.70	$2,618.32	$2,750.32	$2,886.93	$3,031.39
Hourly		$31.1712	$32.7288	$34.3788	$36.0865	$37.8923
Lieutenant						
Monthly	63	$6,215.00	$6,526.00	$6,853.00	$7,194.00	$7,555.00
Bi-Weekly		$2,868.47	$3,012.01	$3,162.93	$3,320.32	$3,486.93
Hourly		$35.8558	$37.6500	$39.5365	$41.5038	$43.5865

MONO COUNTY SALARY SCHEDULE
Public Safety Officers' Association
Effective January 1, 2021

Effective January 1, 2021, all classificiations receve a COLA of 2%.

POSITION TITLE	GRADE	STEPS A	B	C	D	E
PSO I						
Monthly	50	$3,930.00	$4,126.00	$4,333.00	$4,549.00	$4,777.00
Bi-Weekly		$1,813.85	$1,904.31	$1,999.85	$2,099.55	$2,204.78
Hourly		$22.6731	$23.8038	$24.9981	$26.2442	$27.5596
PSO II						
Monthly	54	$4,128.00	$4,335.00	$4,552.00	$4,780.00	$5,020.00
Bi-Weekly		$1,905.24	$2,000.78	$2,100.93	$2,206.16	$2,316.93
Hourly		$23.8154	$25.0096	$26.2615	$27.5769	$28.9615
Sergeant						
Monthly	60	$5,511.00	$5,786.00	$6,078.00	$6,380.00	$6,699.00
Bi-Weekly		$2,543.55	$2,670.47	$2,805.24	$2,944.63	$3,091.86
Hourly		$31.7942	$33.3808	$35.0654	$36.8077	$38.6481
Lieutenant						
Monthly	53	$6,339.00	$6,657.00	$6,990.00	$7,338.00	$7,706.00
Bi-Weekly		$2,925.70	$3,072.47	$3,226.16	$3,386.78	$3,556.63
Hourly		$36.5712	$38.4058	$40.3269	$42.3346	$44.4577

Use the following formulas to calculate Annual, Bi-Weekly and Hourly amounts:
Annual = Monthly X 12
Bi-Weekly = Monthly X 0.46154
Hourly = Monthly / 173.33

MONO COUNTY SALARY SCHEDULE
Public Safety Officers' Association
Effective January 1, 2022

Effective January 1, 2022, all classificiations receve a COLA of 2%.

POSITION TITLE	GRADE	STEPS A	B	C	D	E
PSO I						
Monthly	47	$4,009.00	$4,209.00	$4,420.00	$4,640.00	$4,873.00
Bi-Weekly		$1,850.31	$1,942.62	$2,040.01	$2,141.55	$2,249.08
Hourly		$23.1288	$24.2827	$25.5000	$26.7692	$28.1135
PSO II						
Monthly	49	$4,211.00	$4,422.00	$4,643.00	$4,876.00	$5,120.00
Bi-Weekly		$1,943.54	$2,040.93	$2,142.93	$2,250.47	$2,363.08
Hourly		$24.2942	$25.5115	$26.7865	$28.1308	$29.5385
Sergeant						
Monthly	58	$5,621.00	$5,902.00	$6,200.00	$6,508.00	$6,833.00
Bi-Weekly		$2,594.32	$2,724.01	$2,861.55	$3,003.70	$3,153.70
Hourly		$32.4288	$34.0500	$35.7692	$37.5462	$39.4212
Lieutenant						
Monthly	63	$6,466.00	$6,790.00	$7,130.00	$7,485.00	$7,860.00
Bi-Weekly		$2,984.32	$3,133.86	$3,290.78	$3,454.63	$3,627.70
Hourly		$37.3038	$39.1731	$41.1346	$43.1827	$45.3462

Use the following formulas to calculate Annual, Bi-Weekly and Hourly amounts:
Annual = Monthly X 12
Bi-Weekly = Monthly X 0.46154
Hourly = Monthly / 173.33

Exhibit B

Side Letters (2)

Side Letter
between
Mono County
and the
Mono County Public Safety Officers' Association (PSOA)

Article 13 below shall remain in effect from January 1, 2018 through December 31, 2018.

ARTICLE 13. CAFETERIA PLAN

With respect to any 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 and also minus the Employee contribution specified below, which shall be contributed by the Employee.

Employee Contribution:	
Single:	$25.00/month
Two-Party:	$50.00/month
Family:	$100.00/month

The County will ensure that the amount paid is sufficient to cover the PERS Choice premium, when combined with the Employee contribution, 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 result in that Employee receiving cash back.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this 20 day of ~~January~~ FEB, 2018.

BOB GARDNER, CHAIR
Mono County Board of Supervisors

NICK WAY, PRESIDENT
Public Safety Officers Association

KRYSTAL HANSEN, SECRETARY
Public Safety Officers Association

Approved as to Form:

Stacey Simon, County Counsel

Side Letter
between
Mono County
and the
Mono County Public Safety Officers Association (PSOA)

The County and the Association have agreed to eliminate the cash value of sick leave and convert all existing balances to be used as sick leave or to be used upon retirement for sick leave service credit with CalPERS.

The County and the Association have agreed to create a new sick leave bank (Sick-A) for Scott Bush, Alejandro Flores and Chad Cassanova and to move all of their existing sick leave to Sick-A. Upon retirement, Scott Bush, Alejandro Flores and Chad Cassanova may move any sick leave accrued from the date of this side letter into Sick-A and cash out all sick leave in Sick-A to a maximum of 960 hours, at their regular rate of pay.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this 20 day of Feb., 2018.

BOB GARDNER, CHAIR
Mono County Board of Supervisors

NICK WAY, PRESIDENT
Mono Public Safety Officers' Association

KRYSTYL HANSEN, SECRETARY
Mono Public Safety Officers' Association

Approved as to Form:

Stacey Simon, County Counsel