RESOLUTION NO. R06-__

A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND LOCAL 39,
MAJORITY REPRESENTATIVE OF THE
DEPUTY PROBATION OFFICERS UNIT (DPOU)

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

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

WHEREAS, County representatives and the I.U.O.E., Stationary Local 39 ("Local 39"), who is the majority representative the Mono County Deputy Probation Officers Unit (DPOU), met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as an exhibit and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the proposed Memorandum of Understanding ("MOU") between the County of Mono and Local 39, majority representative of the Deputy Probation Officers Unit (DPOU), a copy of which is attached hereto as an exhibit -- effective for the period of January 1, 2006, through December 31, 2010 -- is hereby ratified, adopted, and approved, and the terms and conditions of employment set forth in the Memorandum are hereby prescribed for the employees whose classifications are included in the Deputy Probation Officers Unit. The Chair of the Board of Supervisors shall execute said Memorandum on behalf of the County.

PASSED AND ADOPTED this day of , 2006, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST:_____
Clerk of the Board

_____
THOMAS FARNETTI, Chair
Board of Supervisors

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF MONO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, AFL-CIO,

majority representative of the

DEPUTY PROBATION OFFICERS UNIT (DPOU)

(January 1, 2006 through December 31, 2010)

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1.	PARTIES; DEFINITIONS; PURPOSES	1
2.	TERM AND RENEGOTIATION	2
3.	RECOGNITION	2
4.	UNION RIGHTS	2
5.	EMPLOYEE RIGHTS	2
6.	HEALTH INSURANCE & DISABILITY INSURANCE	6
7.	DENTAL CARE PLAN	7
8.	VISION CARE PLAN	7
9.	CAFETERIA PLAN	8
10.	401(A) PLAN	9
11.	RETIREMENT SERVICE	10
12.	VACATION ACCUMULATION	11
13.	SICK LEAVE	12
14.	LONGEVITY COMPENSATION	13
15.	ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY	13
16.	RELEASE TIME	14
17.	SHIFT DIFFERENTIAL PAY	14
18.	WORKSITE SAFETY	15
19.	CALL BACK - ON CALL	16
20.	OVERTIME	17
21.	PERS RETIREMENT BENEFITS AND CONTRIBUTIONS	18
22.	WAGES	19
23.	EDUCATION INCENTIVE PROGRAM	21
24.	ACENGY SHOP	22
25.	MISCELLANEOUS PROVISIONS	23
26.	NO-LOCKOUT AND NO-STRIKE CLAUSE	25
27.	NON-DISCRIMINATION	25
28.	MANAGEMENT RIGHTS	25
29.	ZIPPER CLAUSE	26

ARTICLE 1. PARTIES; DEFINITIONS; PURPOSES

A. Parties

The parties to this Memorandum of Understanding (MOU) are: the County of Mono, acting by and through the Mono County Board of Supervisors; and, the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, which is the majority representative of the employee bargaining unit known as the Deputy Probation Officers Unit (DPOU).

B. Definitions

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

(1) "UNION" means the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, the majority representative of the recognized employee bargaining unit (or "representation unit") known as the Deputy Probation Officers Unit (DPOU), which is defined below.

(2) "COUNTY" means the County of Mono, a political subdivision of the State of California.

(4) "COVERED EMPLOYEES" means those Mono COUNTY employees whose job classifications are included in the DPOU bargaining unit and who are not "temporary employees" as that term is defined in Mono COUNTY Code Section 2.68.020(27). All covered employees are covered by the terms of this MOU.

(5) "Deputy Probation Officers Unit (DPOU)" means the recognized bargaining unit consisting of all deputy probation officer job classifications and also the probation aide (juvenile counselor) classification. DPOU does not include the job classifications of Chief Probation Officer or Assistant Chief Probation Officer.

(6) "MOU" means this Memorandum of Understanding between UNION and COUNTY.

C. Purposes

The purposes of this MOU are to provide for continuity of governmental operations and employment through harmonious relations, cooperation and understanding between COUNTY and the employees covered by the provisions of the MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise between the parties concerning the subject matter of this MOU; to set forth the

understanding reached by UNION and COUNTY as a result of good faith negotiations. The MOU requires the approval of the Mono COUNTY Board of Supervisors and UNION prior to its execution and implementation.

ARTICLE 2. TERM AND RENEGOTIATION

The provisions of this MOU are retroactive to, and shall be effective from and after, January 1, 2006, unless otherwise specified. This MOU shall expire at 12:00 midnight on December 31, 2010, except as otherwise provided by state law. In the event either party desires to negotiate a successor MOU, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate a successor MOU. Both parties agree to use their best efforts to complete negotiations on a successor MOU.

ARTICLE 3. RECOGNITION

COUNTY reaffirms its previous recognition of the UNION as the majority representative of the DPOU bargaining unit, who is legally authorized to negotiate and execute this MOU on behalf of the covered employees.

ARTICLE 4. UNION RIGHTS

A. COUNTY recognizes all legal rights of all employees covered by this MOU, including the rights to join and participate in the activities of the UNION and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code; known as the Meyers-Milias-Brown Act ("MMB Act"). COUNTY shall not intimidate, restrain, coerce, or discriminate against any covered employee because of the exercise of any such rights. The provisions of this MOU shall be applied to all covered employees without discrimination because of race, color, sex, age, creed or religion, and in accordance with applicable State and Federal laws.

B. One (1) UNION representative and each new employee shall have the right to thirty (30) minutes paid release time to orient the new employee regarding the MOU and the role of the UNION.

ARTICLE 5. EMPLOYEE RIGHTS

5.1. All employees covered by this MOU shall have and enjoy all rights and benefits conferred by the Meyers-Milias-Brown Act (Govt. Code 3500 et seq), by other applicable state and federal laws and by this MOU upon such employees.

5.2. Covered employees shall specifically have the right to join and participate in the activities of the UNION, or to not join and not participate in the activities of the UNION, as such employees may elect, and to be free from unlawful coercion, pressure or influence regarding their decision.

5.3. Each covered employee shall have the right to review his or her Master Personnel File and any official departmental personnel file (except supervisors' working files, records of employment or promotion application and legal or medical files which shall be maintained apart from the Personnel files) and to obtain copies from those files which employee has the right to review. COUNTY may schedule the employee's review and shall be permitted adequate time to make copies (if requested) depending on available staff. Such right shall also extend to any individual or representative for whom the employee executes a written authorization to review and obtain copies from the employee's personnel file(s).

5.4. In addition to any requirements imposed on COUNTY by the Court's decision in National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), or any subsequent case law or statutes, COUNTY (through its duly appointed investigator) will conduct formal internal and/or administrative investigations (as defined below) that involve covered employees in the following manner:

5.4.1. For the purposes of this MOU, the term "formal internal and/or administrative investigations" refers to any investigation ordered or authorized by the COUNTY Administrative Officer or the Board of Supervisors as a result of specific, written charges or complaints filed by any person against a COUNTY official or employee. The term also refers to any investigation, however conducted or authorized, that would trigger, if the COUNTY were covered by the NRLA, the rights accorded by National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), or any subsequent case law or statutes. The term does not refer to COUNTY investigations of workers compensation claims or investigations of illegal activities conducted in the ordinary course of business by the Mono COUNTY Sheriff's Department, the District Attorney's Office, or by any other state, federal, or local law enforcement agency.

5.4.2. COUNTY has the right to compel employees, including UNION members, to answer questions within the scope of their employment. Employees have a mandatory duty to answer such questions fully and truthfully. Knowing failure by a member to answer questions fully or truthfully while being interviewed is a serious offense and an appropriate ground for termination or other discipline. COUNTY may remind members of such facts during the interview, and may before questioning require members to swear or affirm under penalty of perjury that they will answer questions fully and truthfully. In no event shall failure by COUNTY to provide such a reminder to a member or require such an oath or affirmation waive COUNTY'S ability to later pursue discipline if the circumstances warrant it.

5.4.3. COUNTY will actually notify a UNION member at least 24 hours prior to interviewing that member. COUNTY will use its best efforts to provide such

notice in writing. Such notice shall reveal the time and place of the interview and its estimated duration. The notice shall also reveal the general nature of the investigation and the general area in which questions will be asked except to the extent that the revelation of such information in a notice would: invade the personal privacy of any person; require the disclosure of confidential or privileged information or any evidence already gathered pursuant to the investigation; or potentially expose COUNTY to liability.

5.4.4. Any UNION member proposed to be interviewed may, according to his or her own wishes, have a representative of the UNION (a Chief Steward or a representative of UNION) present during any questioning. The purpose of the representative shall be to ensure that the member's rights under this MOU or any applicable personnel laws or regulations are not being violated. The representative may object before, during, or after the interview to any perceived violations of such rights. No rules of evidence shall apply to interviews; therefore neither the representative nor the member may raise an evidentiary objection (e.g., "irrelevant," "speculative," "hearsay"," etc.) to any question or refuse to answer a question on such a basis. Furthermore, the UNION representative shall not instruct or otherwise counsel a member - either before or during an interview - on how or whether to answer any specific or type of questions asked during the interview.

If the UNION member is a peace officer, all rights he or she may have under Government Code Section 3300 et seq the Public Safety Officers Procedural Bill of Rights shall be granted.

5.4.5. If the member desires to have a UNION representative present, he or she shall immediately advise the COUNTY orally or in writing. Failure to so notify the COUNTY prior to the time scheduled for the interview shall constitute a waiver of the right to have a representative present. If notice is timely given to the COUNTY of the member's desire to have a representative present, the COUNTY shall postpone the interview for up to 48 hours in order to allow the member time to arrange for a representative to be present. Unless disqualified under paragraph 5.4.7 below, any business representative of UNION or a Chief Steward shall be deemed an adequate representative of the UNION.

5.4.6. In addition to the foregoing, the member being interviewed may, according to his or her own wishes, have an observer of his or her choice present during any interview unless the desired observer is disqualified under paragraph 5.4.7 below. The observer shall merely observe the interview and may not raise objections to the interview or questioning on any ground. The observer shall not instruct or otherwise counsel a member - either before or during an interview - on how or whether to answer any questions asked during the interview.

5.4.7. Notwithstanding any other provision of this MOU, the following persons are disqualified from acting as a UNION representative or an observer during the interview: a person whose accusation or complaint triggered the investigation; a person who is the subject of the investigation; a reporter or agent of a newspaper, television or radio station, or other mass-communication medium; a person who the COUNTY has already interviewed as part of the investigation; a person who the COUNTY intends to interview as part of the investigation; a person who is unwilling to abide by the terms of this Article of the MOU, whether or not such person is a member of the UNION; a person who is involved in conducting the investigation; or a person who will ultimately act as a decision-maker with respect to any disciplinary action that might result from the investigation.

5.4.8. The COUNTY, as well as any COUNTY employee present during the interview, may take notes, record or otherwise memorialize an interview, through audio or video taping or any other medium; provided, however, that such records or memorializations shall remain strictly confidential under the restrictions imposed by paragraph 5.4.9 below. No other person present during the interview shall have the right to record or otherwise memorialize the interview, except that such person may take notes. But all such persons shall, while the investigation is still ongoing, be entitled to reasonable access to any recording or other memorialization (except notes taken) made by the COUNTY; and, after the investigation and any subsequent disciplinary action is completed (but not before), shall be entitled to a copy of any such formal recording. In no event shall this paragraph be construed as granting access to notes taken by any COUNTY investigator or other representative. The COUNTY shall have at least 48 hours after such access is requested to arrange for it and at least 10 working days after a request for a copy is made to provide it. Any such access or copies shall be provided at the requesting party's own time and expense, except that a copy of any recording made by COUNTY or already existing transcript thereof shall be provided free of charge to a requesting party who is appealing a disciplinary action brought against that person by COUNTY as a result of the investigation in which the recording was made.

5.4.9. The questions asked, and the answers given, during any interview conducted are strictly confidential. No person present during an interview shall reveal or discuss the contents of such questions or answers except in the context of official COUNTY business or UNION representational services involving the particular employee who was interviewed (i.e., the UNION may not disclose the contents of any given interview to any employee who was not present during that interview). Intentional disclosure of such information by any COUNTY employee present during an interview in violation of the foregoing restriction is a serious offense and shall be an appropriate ground for termination or other discipline, as shall any attempt by any employee to solicit such information from a person present during an interview.

COUNTY may remind and instruct persons present at an interview of such facts and may bar from the interview any person who is not willing to abide by such terms. In no event shall failure by COUNTY to provide such a reminder or instruction waive COUNTY'S ability to later pursue discipline if the circumstances warrant it or to seek judicial relief with respect to an actual or threatened disclosure of confidential information in violation of this paragraph.

5.4.10. The foregoing procedures shall apply prospectively (from the date of this MOU forward) only. Neither the UNION nor COUNTY know at this point whether the foregoing procedures will satisfactorily address either of their respective needs. Therefore, either UNION or COUNTY may during the term of this MOU reopen meet-and-confer negotiations for the purpose of modifying these procedures after they have been implemented in at least three (3) investigations.

ARTICLE 6. HEALTH INSURANCE AND DISABILITY INSURANCE

A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 7 and 8.

B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by COUNTY pursuant to this Agreement.

C. Consistent with the COUNTY's prior implementation of CalPERS medical insurance for all covered employees and retirees, the COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 ($64.60 for 2006) per employee per month for medical insurance, which amount shall not increase.

D. Disability Insurance

COUNTY shall assure that all covered employees are enrolled in the State Disability Insurance (SDI) program at COUNTY expense. COUNTY shall pay all such premiums as are necessary to provide SDI benefits to covered employees. When the covered employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, COUNTY shall continue paying:

(1) Monthly contributions into the Cafeteria Plan based on the employee's applicable tier (See Article 9); and

(2) The medical portion of Social Security.

E. Health Care Coverage for Retirees

(1) The COUNTY shall continue to pay the statutory amount prescribed by Government Code section 22892 ($64.60 for 2006) per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.

(2) Each "retired employee" and one dependent of a retired employee (as defined in the dental and eye-care insurance polices) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.

(3) "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.

(4) Any benefits after retirement under this Section E of Article 6 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.

ARTICLE 7. DENTAL CARE PLAN

COUNTY shall implement and extend coverage under the COUNTY Dental Plan to all covered employees and their dependents by COUNTY with the understanding that COUNTY shall retain total discretion regarding carrier and plan content, and with the further understanding that the COUNTY Dental Care Plan as now constituted shall be the minimum base coverage; provided, however, that any changes the COUNTY makes in said plan with respect to members of the MCPE bargaining unit shall also be applicable to members of the DPOU bargaining unit. The coverage provided by this Article shall extend to retired employees (as defined above in Article 6), together with one dependent.

ARTICLE 8. VISION CARE PLAN

COUNTY shall implement and extend coverage under Vision Care (Plan C: $10.00 deductible) to all covered employees and their dependents by COUNTY with the

understanding that COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the COUNTY Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired employees (as defined above in Article 6), together with one dependent.

ARTICLE 9. CAFETERIA PLAN

A. From January 1, 2006, through June 30, 2006, with respect to any covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following amounts per employee per month, minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee ($64.60 for 2006):

	Mono/Nevada residents	Inyo residents
Single:	$471.89/month	$431.44
Two-Party:	$892.64/month	$816.12
Family:	$1,093.59/month	$999.86

With respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall only contribute to the Cafeteria Plan a flat amount per month for that employee equal to the "Single" tier contribution amount.

B. Effective July 1, 2006, and continuing thereafter, with respect to any covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee. The COUNTY will ensure that the amount paid is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back.

C. Also effective July 1, 2006 and continuing thereafter, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan a flat amount per month for that non-enrolled employee exactly equal to the amount then being contributed by the COUNTY for employees

who are enrolled in the "Single" tier of PERS Choice coverage and who reside in the same state and COUNTY as the non-enrolled employee.

D. The Cafeteria Plan shall include a "cash-back" option to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws and without altering COUNTY's obligations under the Fair Labor Standards Act (FLSA). Among other things, the Cafeteria Plan shall specify that an employee may not take cash back unless he or she can provide written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from insurance plans offered through the Cafeteria Plan.

ARTICLE 10. 401(a) PLAN.

A. Any covered employee hired on or after January 1, 2002, shall not be eligible to earn or receive the retirement service benefit provided by Article 16, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any covered employee who was hired prior to January 1, 2002, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 11.

B. COUNTY shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. COUNTY shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article 15 equal to the amount contributed by that employee from his or her own pre-tax salary equal into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 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 457contribution; if an employee contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would only be equal to 3% (and not more) of the 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. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee 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:

Years of COUNTY Service	Portion of Account Value Vested
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	40%
4 years plus 1 day to 5 years	60%
5 years plus 1 day but less than 6 years	80%
6 years	100%

D. In addition to and notwithstanding the foregoing, employee' 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 11. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on COUNTY payroll prior to January 1, 2002).

A. Each retired employee who was on COUNTY payroll prior to January 1, 2002, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under COUNTY's Section 125 Cafeteria Plan (See Article 9), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 10).

B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.

C. The amount of the flexible credit allowance shall be computed as follows:

(1) If the employee retires after December 31, 2001, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 14), minus the statutory amount prescribed by Government Code section 22892 ($64.60 for 2006) per month paid by the COUNTY directly to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other

words, the amount of the credit allowance will vary as the County's contribution to the Cafeteria Plan for its active employees varies, and subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 ($64.60 for 2006) paid directly by the COUNTY to CalPERS). As with active employees, any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. Retired employees governed by this paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws, but as with active employees, the Cafeteria Plan shall specify that a retired employee may not take cash back unless he or she can provide the COUNTY with written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from medical insurance plans offered through the Cafeteria Plan.

(2) If the employee retires before December 31, 2001, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 ($64.60 for 2006) per month paid by the COUNTY directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.

ARTICLE 12. VACATION ACCUMULATION

A. Vacation accrual for covered employees shall be as provided in Mono COUNTY Code Section 2.68.110. Notwithstanding anything to the contrary, the maximum number of vacation days that may be accumulated by any employee as of December 31st, the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation day accumulation as provided in Mono COUNTY Code Section 2.68.110(B).

B. If a covered employee's total accumulated vacation days exceeds two and one-half times their annual vacation day accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual. Once the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual, then their accrual of vacation days will recommence for the remainder of the calendar year.

C. Any covered employees who have 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.

ARTICLE 13. SICK LEAVE

A. COUNTY shall reimburse covered employees for accrued sick leave exceeding one hundred (100) days at the employee's established base rate of pay. Reimbursement shall be calculated as of November 30 of each year for the preceding twelve (12) months and is to be paid no later than December 1, of each year.

B. In accordance with Mono County Code Section 2.68.100, sick leave for each covered employee shall accrue upon the employee's date of employment at the rate of one (1) full day of sick leave for each month of service, to a maximum accrual of one hundred (100) sick leave days. Upon termination, the employee shall be compensated for accrued sick leave as follows:

(1) If the employee has worked for COUNTY for less than five (5) years, no amount shall be paid for accrued sick leave.

(2) If the employee has worked for COUNTY more than five (5) years, but less than ten (10) years, then the employee shall be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.

(3) If the employee has worked for 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.

(4) If the employee is terminated by reason of layoff, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave regardless of how long the employee has worked for COUNTY.

C. 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 termination.

ARTICLE 14. LONGEVITY COMPENSATION

Any covered employee, upon completion of three (3) years of COUNTY service at "E" step (or top step) of his/her salary range, shall receive two-and-one-half percent (2.5%) additional compensation. An additional two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of COUNTY service at "E" step (or top step) of his/her salary range. A third and final two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of nine (9) years of COUNTY service at "E" step (or top step) of his/her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on May 21, 2002, was already eligible to receive at least seven and one-half percent (7.5%) longevity pay shall continue to receive that amount of longevity pay but shall not be eligible for nor receive any further longevity increases regardless of years of service.

ARTICLE 15. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

A. In the event a covered employee assumes the full range of responsibilities normally expected 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 entire time the employee carries out the higher class duties.

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

(1) Written direction has been given to the employee to assume the higher responsibilities by the employee's department head or by a person so authorized by the Department Head. If no written directive is issued, no out-of-class work shall be expected or required.

(2) In each assignment of higher duties, the performance of such duties must be for a period of at least two (2) consecutive workdays.

(3) The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors. The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification for the time period of the assignment. This shall not apply to temporary assignments, which are made pursuant to prior mutual agreement between the employee and his or her

immediate supervisor for the purpose of providing a training opportunity to the employee for a mutually agreed period of time.

C. No out-of-class assignment shall exceed six (6) months unless a written extension is executed by the employer, the UNION and the employee. Out-of-class assignments shall not be used to avoid or prolong promotion or new hire.

D. In the event a qualifying higher level assignment has been made but written direction was not properly issued, the employee is still entitled to the compensation provided in this Article, but only if brought to the Department Head's attention within six (6) months of the end of the assignment.

ARTICLE 16. RELEASE TIME

A. Chief Stewards shall have reasonable time off with pay for the purpose of carrying out UNION related matters (not to exceed a total of seven (7) persons). UNION representatives shall notify their Department Heads that they will be participating in UNION matters.

B. COUNTY agrees that UNION members may attend semi-annual UNION membership meetings during working hours without loss of pay provided:

(1) Attendance is verified by signature roster, a copy of which shall be supplied to the COUNTY by request.

(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 17. SHIFT DIFFERENTIAL PAY

A. Evening Shift

Each covered employee shall receive a pay differential of five percent (5%) of base pay in addition to his or her base hourly pay. Any such employee who works overtime in continuation of the evening shift shall continue to receive the shift differential for each hour of overtime worked.

B. Graveyard Shift

Each covered employee shall receive a pay differential of seven and one-half percent (7.5%) of base pay in addition to his or her base hourly pay. Any

such employee who works overtime in continuation of the graveyard shift shall continue to receive the shift differential for each hour of overtime worked.

C. Relief Shift

Each covered employee shall receive a pay differential of five percent (5%) of base pay in addition to his or her base-hourly pay. Any such employee who works overtime in continuation of the relief shift shall continue to receive the shift differential for each hour of overtime worked.

D. The terms "evening shift", "graveyard shift", "relief shift", as used herein shall be as defined by department policy.

ARTICLE 18. WORKSITE SAFETY

A. Safety Equipment

(1) COUNTY shall provide the funds necessary to assure that covered employees needing such equipment for health and safety purposes shall receive new or otherwise serviceable and adequate protective safety equipment. COUNTY shall purchase or replace the following minimum issue of such equipment for each covered employee:

(a) firearm (40 caliber/automatic or equivalent equipped with two additional ammunition clips);
(b) firearm holster;
(c) sufficient ammunition for work and range qualifications;
(d) ear protection for range qualifications;
(e) eye protection for range qualifications;
(f) duty/work belt;
(g) gun lock boxes for Probation Department vehicles;
(h) bullet-proof vest;
(I) OC pepper spray and holder;
(j) handcuffs and handcuff holder;
(k) transport belt;
(l) ankle cuffs;
(m) puncture-proof search gloves;
(n) flashlight;
(o) field attire (e.g., jacket or shirt) to identify covered employee as a probation officer;
(p) first aid/AIDS protection kits for Probation Department vehicles;
(q) two-way radios for Probation Department vehicles (in order for officers to be in contact with dispatch)

(2) Safety equipment shall remain the property of COUNTY and shall be properly inventoried. Equipment shall be used and/or worn by employees whenever engaged in tasks for which such equipment is needed or intended. Employees shall return assigned equipment upon termination from COUNTY employment. Previously issued equipment shall be returned by the employees to whom it has been issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued safety equipment and for the cost of replacement of lost equipment.

B. Worksite Inspection

COUNTY shall provide reasonable safety programs and annual onsite safety inspections in order to assure safe worksites for COUNTY employees. Department Heads shall have the responsibility for scheduling the safety programs and annual on-site worksite inspections. Employees may file written complaints relating to the safety of worksites. Written complaints shall be filed with the relevant Department Heads and copies shall be transmitted by employees who file them to UNION. Should the complaint be unresolved at the department head level, an appeal of the matter shall be heard by the Worksite Safety Committee, which shall work with the employee(s), Department Head, supervisor(s) and other UNION and management representatives to resolve the matter.

1. The Worksite Safety Committee will be established as a standing Committee, but will meet as the need arises, and will consist of COUNTY'S designated risk manager, one (1) other manager designated by COUNTY and two (2) representatives designated by UNION.

ARTICLE 19. CALL BACK - ON CALL

A. Call Back

A covered employee who is called in to work at any time other than his or her normal working hours shall be paid for a minimum of four (4) hours of overtime. Should the duration of the call back exceed four (4) hours, the employee will be paid at the overtime rate for actual time worked. The provisions of this Article will not apply to extended shifts.

(1) If the call back occurs during evening, graveyard, or relief shift, the employee shall receive the applicable shift differential pay.

B. On Call

"On Call" means that period of time during which an employee is assigned to be available for duty. During that period, the employee has free use of his or

her time with the exception of being required to be available for duty by telephone or two-way radio during the entire period of the assignment.

(1) On call status shall be assigned by the Department Head or designee and paid at the rate of three dollars ($3.00) per hour for the duration of the on call period. No on-call period shall be less than twelve (12) hours in duration.

(2) A two (2) hour minimum shall be paid at the overtime rate to an employee who is called out while assigned on call duty.

(3) No employee, unless mutually agreed to, shall have the hours of his or her normally scheduled shift reduced as a result of a call out.

ARTICLE 20. OVERTIME

A. Calculation of Overtime: For time worked in excess of forty (40) hours per week, covered employees shall be paid in accordance with COUNTY'S standard provisions for the payment of overtime.

B. Accumulation of Compensatory Time

(1) Covered employees may accumulate up to eighty (80) hours of compensatory time off (CTO), which may be utilized with the permission of the Department Head.

(2) At the time CTO is earned, the employee must elect whether the time will be used as CTO or whether it will be cashed out. Once the employee makes the election it cannot be changed.

C. Overtime Meal Allowance: All covered employees who are required to work a minimum of four (4) hours past their normal shift shall receive a fifteen dollar ($15.00) meal reimbursement payment for each such shift worked.

D. Holiday Overtime Pay: For covered employees not receiving holiday pay who work on designated COUNTY holidays, overtime in excess of eight (8) hours will be paid at two and one-half (2-1/2) times the regular hourly rate.

E. Travel Time: Generally, 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. 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 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 applies 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 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 of a common carrier when such a carrier is used to transport the employee. Also excluded from hours worked shall be the employee's usual mealtime.

(2) Overnight Travel Out of Town: If an employee's duties require overnight travel out of town, travel time during his or her normal working hours (on both normal working days and days that are normally his or her days off) is counted as hours worked, except that the employee's usual meal time is not counted as hours worked.

(3) Travel in the Day's Work: If part of an employee's principal activities during a workday includes travel, such as travel from one job site to another, such travel time must be counted as hours worked. Similarly, travel to a meeting place for the purpose of receiving instructions, performing work, or collecting tools shall be counted as working time.

(4) 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 employer 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 has used public transportation.

(5) 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. PERS RETIREMENT BENEFITS AND CONTRIBUTIONS

A. From January 1, 2006, until June 30, 2007, COUNTY shall continue to provide the PERS "2% at 50" Retirement Contract. And covered employees shall continue payment of the employee's contribution for applicable PERS coverage and retirement. COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.

B. COUNTY and UNION agree that for the purposes of PERS retirement, the "single highest year" of the employee's service years of COUNTY

employment shall be used for calculation of the retirement benefits of that employee.

C. On or before July 1, 2007, COUNTY shall amend its PERS contract so as to provide covered employees with the PERS "3% at 50" Safety Retirement Contract effective July 1, 2007. And covered employees shall continue payment of the employee's contribution for applicable PERS coverage and retirement. COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.

D. Covered employees shall continue to be enrolled in the PERS Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code section 21574).

ARTICLE 22. WAGES

A. Effective and retroactive to January 1, 2006, the probation aide (juvenile counselor) job classification shall be placed on the probation officer pay matrix at an amount approximately fifteen percent (15%) below Deputy Probation Officer I and any unit member in that position as of the date this MOU is ratified shall receive any retroactive salary increase resulting from such placement. Notwithstanding any other provision of this MOU, said 15% pay differential in job classifications shall be maintained throughout the term of this MOU.

B. Also effective and retroactive to January 1, 2006, each unit member shall receive a salary increase of four point one percent (4.1%) of the base compensation that unit member was entitled to receive on January 1, 2006 (after placing the probation aide classification on the probation officer pay matrix as discussed above in Section A). The new salary shall continue thereafter. (NOTE: Said increase is based on the percentage change in the Consumer Price Index (CPI) for U.S. Cities West for All Urban Consumers (All Items Indexed) of the Bureau of Labor Statistics, United States Department of Labor, from September 2004 to September 2005, which increase was higher than the percentage salary increase that the parties determined would have been indicated for the benchmark probation officer classification of Deputy Probation Officer II based on a survey of the following 23 comparable counties conducted using the same methodology described in the COUNTY's current management compensation policy: Amador, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Inyo, Lake, Lassen, Madera, Mariposa, Mendocino, Nevada, Placer, Plumas, San Benito, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba.) "Base compensation" for the salary increase effective as of January 1, 2006, means the range and step at which the member was paid on that date. The retroactive pay for calendar year 2006

shall include payments for overtime previously made or owed for that year as of the date of the retroactive payment.

C. Effective January 1, 2007, the COUNTY will provide a cost-of-living adjustment (COLA) to each unit member's base compensation equal to the percentage change in the Consumer Price Index (CPI) for U.S. Cities West for All Urban Consumers (All Items Indexed) of the Bureau of Labor Statistics, United States Department of Labor, from September 2005 to September 2006. Notwithstanding the foregoing, the COUNTY shall in no event provide a wage increase lower than two percent (2%) nor greater than five percent (5%). "Base compensation" for the salary increase effective as of January 1, 2007, means the range and step at which the member was paid on that date. The new salary shall continue thereafter.

D. Effective January 1, 2008, the COUNTY will again survey the benchmark probation officer classification of Deputy Probation Officer II in the 23 counties mentioned above in Section B, using the same methodology as in the prior survey (i.e., the same methodology used in the COUNTY's current policy for the compensation of management-level employees). The COUNTY will also determine the percentage change in the Consumer Price Index (CPI) for U.S. Cities West for All Urban Consumers (All Items Indexed) of the Bureau of Labor Statistics, United States Department of Labor, from September 2006 to September 2007. The COUNTY will then provide an increase to each member's base compensation equal to the greater of the following: (1) the percentage increase necessary, if any, to raise the benchmark salary to the average salary derived from the aforementioned survey; or (2) a cost-of-living adjustment (COLA) based on the percentage change in CPI, provided however that such a COLA shall in no event be less than two percent (2%) nor greater than five percent (5%). The new salary shall continue thereafter.

E. Effective January 1, 2009, the COUNTY will provide a cost-of-living adjustment (COLA) to each unit member's base compensation equal to the percentage change in the Consumer Price Index (CPI) for U.S. Cities West for All Urban Consumers (All Items Indexed) of the Bureau of Labor Statistics, United States Department of Labor, from September 2007 to September 2008. Notwithstanding the foregoing, the COUNTY shall in no event provide a wage increase lower than two percent (2%) nor greater than five percent (5%). "Base compensation" for the salary increase effective as of January 1, 2009, means the range and step at which the member was paid on that date. The new salary shall continue thereafter.

F. Effective January 1, 2010, the COUNTY will again survey the benchmark probation officer classification of Deputy Probation Officer II in the 23 counties mentioned above in Section B, using the same methodology as in the prior survey (i.e., the same methodology used in the COUNTY's current

policy for the compensation of management-level employees). The COUNTY will also determine the percentage change in the Consumer Price Index (CPI) for U.S. Cities West for All Urban Consumers (All Items Indexed) of the Bureau of Labor Statistics, United States Department of Labor, from September 2008 to September 2009. The COUNTY will then provide an increase to each member's base compensation equal to the greater of the following: (1) the percentage increase necessary, if any, to raise the benchmark salary to the average salary derived from the aforementioned survey; or (2) a cost-of-living adjustment (COLA) based on the percentage change in CPI, provided however that such a COLA shall in no event be less than two percent (2%) nor greater than five percent (5%). The new salary shall continue thereafter.

F. Retroactive compensation will be paid only to Association members who are employed on the date of final UNION and COUNTY ratification of this MOU (on or about June 13, 2006). Retroactive compensation will not be paid to any employees who terminated employment between January 1, 2006, and the date of final ratification of this MOU.

G. No other salary increases are included in this MOU, which expires on December 31, 2010.

ARTICLE 23. EDUCATION INCENTIVE PROGRAM

A. Covered employees who wish to enroll in job-related or promotion-oriented courses shall be reimbursed by 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 be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:

(1) Courses must be taken at or by correspondence from an accredited institution if comparable courses are not offered in local schools, or if the work assignment of the individual is such that it does not permit regular classroom 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 for the educational assistance program shall be at the discretion of the COUNTY Administrative Officer, who will determine whether or not each specific course is job-related or promotion-oriented. The COUNTY Administrative Officer will obtain and consider the recommendation of the employee's department head in each case. The COUNTY Administrative Officer's approval shall not be

unreasonably withheld. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be sent by the COUNTY Administrative Officer to the Auditor's Office, the employee's Department Head, and the employee.

(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 it's equivalent.

ARTICLE 24. AGENCY SHOP

A. Except as otherwise provided by this MOU or state law, for the term of this agreement all employees in the bargaining unit represented by the UNION shall be required, as a condition of continued employment, either to join the UNION or to pay the UNION a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessment of the UNION. This requirement shall not apply to any employee who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations. Such individuals shall not be required to join or financially support the UNION as a condition of employment, but will be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to one of the two (2) following non-religious, non-labor charitable funds, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by such employee:

(1) Wild-Iris
(2) Red Cross (designated for Mono COUNTY)

Proof of such payments shall be made on a monthly basis to the employer as a condition of continued exemption from the requirement of financial support to UNION, and the employer will, upon request of UNION, demonstrate such continued payment.

B. The service fee payment will be used by UNION for purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.

C. It shall be the employer's responsibility, once notified by UNION of the amount of the service fee as determined by UNION, to provide UNION with a list of all persons in the bargaining unit and their addresses, in order that the UNION can notify such individuals of their obligation under this contract and

pursuant to Government Code Section 3502.5. Thereafter, service fees from non-members shall be collected by payroll deduction and distributed to UNION on a monthly basis. UNION will be notified no later than thirty (30) days after the event of any additions or deletions of the names of persons as employees in the bargaining unit to whom this provision is applicable.

D. UNION shall defend, indemnify, and hold harmless COUNTY on account of all claims against COUNTY, and all lawsuits in which COUNTY is a party defendant as a result of the provisions of this Article, except for claims against COUNTY which arise from the intentional, wanton or reckless acts (or malice, fraud or oppression) of COUNTY.

ARTICLE 25. MISCELLANEOUS PROVISIONS

A. Entire Agreement: Except as provided in specific Articles pertaining to future agreements between the parties on specific issues, this MOU constitutes the entire understanding of the parties. Any special agreements, which vary or modify any provision of this MOU with respect to a particular covered employee shall be in writing, signed by COUNTY officer/department head or their designee and the employee. A copy of the signed agreement shall be submitted to UNION by COUNTY. Any representations, promises, understandings or agreements by or between the parties are hereby superseded and terminated in their entirety.

B. Maintenance of Benefits: Employee benefits set forth in either Chapter 2.68 of the Mono COUNTY Code, or the "Personnel Policies and Procedures Handbook" adopted by the Mono COUNTY Board of Supervisors by Resolution No. 82-27 on February 16, 1982, or the "Handbook of Personnel Evaluation and Disciplinary Procedure" adopted by the Mono COUNTY Board of Supervisors by Minute Order 81-569 on May 12, 1981, and related unrepealed minute orders, resolutions and ordinances of the Mono COUNTY Board of Supervisors, shall not be modified in any fashion except in compliance with the Meyers-Milias-Brown Act.

C. Grievances

1. The term "grievance" as used in Mono COUNTY Ordinance Code Section 2.68.306(C) and Resolution No. 87-27 shall include, without limitation, any complaint concerning the application of any memorandum of understanding or rules or regulations governing the personnel practices or working conditions that the department management has the ability to remedy. The term "rules or regulations governing the personnel practices or working conditions" shall include State and Federal statutes. Addition of the following in the COUNTY Code Section 2.68.306(C) definition of "grievance": the term "rules or

regulations governing the personnel practices or working conditions" shall include State and Federal statutes and case law.

2. COUNTY agrees to include a ten (10) working day time limit for formal hearing with department head under Step 2 of grievance procedure governed by COUNTY Code Section 2.68.309(B).

3. The parties recognize and acknowledge that COUNTY and all its various employee groups and organizations, including Local 39, are presently engaged in a comprehensive review, analysis and possible revision of all personnel rules and regulations, including Resolution No. 87-27 and all COUNTY Code provisions which relate to and/or define grievance procedures. The parties will meet and confer about proposed changes to grievance procedures, along with other proposed changes to COUNTY personnel policies, during this MOU.

D. Alternate Work Schedules The COUNTY agrees that the County Administrative Officer and the Auditor-Controller will continue to work and meet with UNION regarding the evaluation of alternate work schedules, such as four (4) ten (10) hour days per week, instead of five (5) eight (8) hour days per week, for forty (40) hour per week employees. This paragraph shall not be construed as requiring COUNTY to consider or implement unique, flexible working hours or schedules for individual covered employees.

E. Holidays In addition to the holidays currently provided by section 2.68.030 of the Mono COUNTY Code, the COUNTY shall amend the COUNTY Code to provide that whenever December 25th or January 1st falls on a Saturday, the two calendar days immediately preceding said date (i.e., Thursday and Friday) – and only those two days – shall both be paid COUNTY holidays for covered employees (and COUNTY offices shall be closed).

F. Other UNION understands that COUNTY is presently developing comprehensive, proposed modifications to current personnel policies, including but not limited to the following: grievances, disciplinary appeals, and leaves (e.g. sick, bereavement, critical illness, etc.). UNION agrees to meet and confer with COUNTY regarding any such proposed modifications during the term of this MOU, notwithstanding any other provision of this MOU. To the extent such proposed changes affect any term or condition of this MOU, they shall be considered as "reopeners" for negotiations between the parties.

G. Amendments

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

H. Severability Section

If any Article or Section of this Agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties may, if they agree, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 26. NO-LOCKOUT AND NO-STRIKE CLAUSE

A. During the term of this Agreement, COUNTY agrees that it will not lockout employees; and UNION agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Agreement. UNION will take whatever lawful steps are necessary to prevent any interruption of work in violation of the Agreement, recognizing with COUNTY that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedure.

B. Any strike, slowdown or other work stoppage resulting from violation of Paragraph A, above, may permit COUNTY to immediately suspend dues deductions. The amount that would usually have been deducted from employees' pay during the pay period shall not be deducted if any work stoppage as defined above occurs at any time during the pay period.

ARTICLE 27. NON-DISCRIMINATION

A. No member, official, or representative of UNION, shall in any way suffer any type of unlawful discrimination in connection with continued employment, promotion or otherwise by virtue of membership in or representation of UNION.

B. The parties to this contract agree that they shall comply with all applicable state and federal non-discrimination laws.

ARTICLE 28. MANAGEMENT RIGHTS

A. All management rights and functions, except those, which are expressly abridged by this Contract, are expressly reserved by COUNTY.

B. The rights of COUNTY include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because

of lack of work or for other reasons not prohibited or in conflict with State or Federal law; maintain the efficiency of COUNTY operation; determine the methods, means and personnel by which COUNTY operations are to be conducted; determine the content of job classifications; take all necessary and lawful actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. COUNTY has the right to make rules and regulations pertaining to employees, so long as such rules and regulations do not violate this MOU or are prohibited or in conflict with State or Federal law.

C. This Contract is not intended to, nor may it be construed to, modify the provision of the COUNTY Code or other COUNTY rules and regulations relating to employment and personnel matters. COUNTY shall continue to exercise the authority vested in it by COUNTY Code and Personnel Rules & Regulations as they may be amended from time to time. The explicit provisions of this Contract, however, constitute the negotiated agreements between the parties and shall prevail in all terms and conditions as agreed between the parties.

D. Nothing herein may be construed to limit the ability of the parties to voluntarily consult on any matter outside the scope of representation.

ARTICLE 29. ZIPPER CLAUSE

Notwithstanding any other provision of this MOU, the parties agree that COUNTY may during the term of this MOU revise any existing COUNTY ordinances, resolutions, and regulations pertaining to the terms and conditions of employment, including but not limited to the following: Chapter 2.68 of the Mono COUNTY Code, entitled "Personnel System," the "Personnel Policies and Procedures Handbook" adopted by Resolution 82-27 of the Board of Supervisors; and the "COUNTY of Mono Handbook on Personnel Evaluation and Disciplinary Procedures" adopted by Minute Order 81-569 of the Board of Supervisors. UNION and COUNTY both acknowledge their respective desires to revise existing COUNTY policies, including but not limited to those relating to bereavement leave, grievances, and disciplinary appeals.

COUNTY acknowledges that said revision process must include an appropriate opportunity for affected employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Milias-Brown Act. UNION agrees that once the Meyers-Milias-Brown Act has been complied with and COUNTY has duly adopted any such revisions to the personnel ordinances, resolutions, or regulations, such revisions (as well as any unrevised ordinances, resolutions, or regulations) shall be incorporated herein by reference and shall apply to UNION and to all employees covered by this MOU.

EXECUTION

IN WITNESS of the foregoing provisions, the parties have signed this Agreement below through their duly-authorized representatives:

LOCAL 39/UNION:

By:_____
JERRY KALMAR, Business Mgr.

COUNTY:

By:_____
THOMAS FARNETTI, Chair
Board of Supervisors