



RESOLUTION NO. R12-02

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS IMPOSING THE COUNTY'S LAST, BEST AND FINAL OFFER TO THE MONO COUNTY SHERIFF'S OFFICERS' ASSOCIATION (AKA THE DEPUTY SHERIFFS' ASSOCIATION) PURSUANT TO GOVERNMENT CODE SECTION 3505.4

WHEREAS, the County and the Mono County Sheriff's Officers' Association (aka the Deputy Sheriffs' Association, hereinafter "the Association") were signatories to a Memorandum of Understanding that expired December 31, 2010, setting certain terms and conditions of employment for employees in the Association bargaining unit; and

WHEREAS, beginning July 20, 2011, the County's and Association's negotiation teams met and conferred in good faith regarding the terms of a successor Memorandum of Understanding and regarding a revised set of personnel rules (or "personnel system"); and

WHEREAS, notwithstanding that the County and Association negotiation teams met many times in an effort to conclude the terms of a successor Memorandum of Understanding and a revised personnel system, the County and Association remain apart on such terms; and

WHEREAS, the Association has rejected the County's last, best and final offer and the parties have arrived at an impasse; and

WHEREAS, in such circumstances, Government Code section 3505.4 authorizes the Board of Supervisors to implement the County's last, best, and final offer;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following modified terms and conditions of employment for employees in the Association bargaining unit shall be implemented as set forth below, effective immediately or as soon thereafter as reasonably practicable:

ARTICLE ONE. DEFINITIONS

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

- (1) "ASSOCIATION" means the Mono County Sheriff's Officers' Association, a recognized employee bargaining unit consisting of or representing all Mono County Deputy Sheriff Officers, Boating Safety Officers, Sheriff's Safety Officers, and retirees thereof who are not covered by memorandums of understanding between Mono County and other Mono County employee bargaining units. The Association does not include those Mono County Sheriffs Officers who are represented by the Sheriff's Management Bargaining unit and it does not include any retired annuitants who COUNTY may hire and employ from time to time in its sole discretion to perform work otherwise performed by Association members.
- (2) "COUNTY" means the County of Mono, a political subdivision of the State of California.
- (3) "COVERED EMPLOYEE" refers to any employee whose job classification is represented in employee bargaining by the ASSOCIATION (as described above) and is therefore covered by this Resolution, regardless of whether the employee is a dues-paying member of the ASSOCIATION. Retired annuitants are not covered employees.
- (4) "RESOLUTION" means this Resolution implementing the County's Last, Best, and Final Offer. The "date of this Resolution" means the date it was adopted by the Board of Supervisors.
- (5) "RETIRED ANNUITANT" is an employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.

ARTICLE TWO: SALARY ADJUSTMENT

- A. There shall be no increases in base compensation of covered employees.
- B. Notwithstanding any contrary provision of the County Code or personnel rules, covered employee shall not be eligible to earn or receive "step increases." And no time worked shall be counted for purposes of determining any future step increases (if and when such increases are again provided).
- C. All employees will be required to utilize direct deposit of their payroll checks.

- D. All 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 in his sole discretion. All employees will receive only one (1) check per month and will include all pay that the employee is entitled to for that period.

- E. The COUNTY shall continue to pay each covered employee who is a deputy sheriff (including sergeants and investigators) the amount of fifty dollars (\$50) per month, in addition to their base salary. Said amount will not be paid to covered employees who are Sheriff's Safety Officers or Boating Safety Officers; instead they will be enrolled in State Disability Insurance (SDI) at the County's expense. Employees receiving such money may use it for any purpose, but the anticipated and intended purpose of said payment is to assist those employees in paying premiums for long-term disability (LTD) insurance, through the California Law Enforcement Association (CLEA) or such other source as they may select. The County assumes no responsibility for providing or obtaining LTD insurance in general nor for any aspect of CLEA insurance in particular, which may not be available to all covered employees. [NOTE: Beginning in 2001, this benefit took the place of a prior LTD benefit under which the County paid LTD premiums directly.]

ARTICLE THREE: HOLIDAY PAY

- A. Holiday pay for covered employees shall be paid semi-annually no later than December 1st and June 1st of each fiscal year in the amount of ten percent (10%) of base pay of covered employees. The semi-annual payment shall not be dependent upon the number of holidays during the six month period immediately preceding payment. Employees hired less than six months prior to any payment or who work less than 12 months per calendar year (e.g., Boating Safety Officers) shall be compensated on a pro-rated basis (i.e., 10% of base pay since the date of hire or, in the case of Boating Safety Officers, 10% of base pay for months actually worked (if any) during a particular semi-annual period).

- B. This policy will eliminate holidays from the work schedule, save and except special COUNTY holidays (specified in County Personnel System), which will be paid. Any overtime work which falls on regular days off which is, coincidentally, a calendar holiday, shall be paid at the overtime rate.

ARTICLE FOUR: LONGEVITY PAY

- A. Existing employees who were already receiving longevity pay as of the date of this Resolution will continue to receive longevity pay but the percentage amount of such pay shall be frozen and shall not increase. Existing employees who

were not already receiving longevity pay as of the date of this Resolution shall not receive such pay. And no time worked (e.g., years of service or years at "E" step) shall be counted for purposes of determining any future eligibility to receive longevity pay or to receive any increases in the percentage amount of longevity pay (if and when such longevity pay eligibility or increases are again provided).

- B. Employees hired after the date of this Resolution shall not be eligible to earn longevity pay at any future date.

ARTICLE FIVE. PERS RETIREMENT

- A. For employees hired prior to the effective date of the County's amendment of its contract with CalPERS to provide "3% at 55" retirement (See subsection C below), for purposes of PERS retirement, the "single highest year" shall be used for calculation of covered employees' earnings. For employees hired after the effective date of said amendment, final compensation for purposes of PERS retirement shall be determined using a three-year average.
- B. Covered employees shall continue to be enrolled in the PERS Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code section 21574).
- C. The County shall amend its PERS contract so as to provide covered employees hired after the effective date of the amendment with PERS "3% at 55" retirement using a three-year average for purposes of determining final compensation. Any employees hired prior to the effective date of that amendment shall continue to be enrolled in "3% at 50" safety retirement benefits under the COUNTY'S contract with PERS, using "single highest year" for purposes of determining final compensation.
- D. All employees shall continue payment of the employee contribution for applicable PERS coverage and retirement. The COUNTY shall also continue the IRS 414(H)(2) program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.
- E. In the event that the COUNTY hereafter agrees, as part of another bargaining unit's MOU, to purchase PERS service credits for all interested members of that bargaining unit, then the COUNTY shall extend the same agreement (on the same terms and conditions) to covered employees represented by ASSOCIATION. This shall not apply to circumstances where COUNTY may offer to purchase service credits in connection with a layoff or other elimination of one or more employment positions. COUNTY's obligation under this subsection

E is limited by and subject to any applicable PERS statutes, as the same may be amended from time to time.

ARTICLE SIX. HEALTH 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, and said benefits will continue to be provided year-round; provided, however, that Boating Safety Officers will continue to only receive health care benefits (and Cafeteria Plan contributions) for those seasonal months in which they actually perform work for the County.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY.
- C. Consistent with the COUNTY's prior implementation of CalPERS medical insurance for all covered employees and retirees, the COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance, which amount shall not increase.
- D. Health Care Coverage for Retirees
 - (1) The COUNTY shall continue to pay the statutory amount prescribed by Government Code section 22892 per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.
 - (2) Each "retired employee" and one dependent of a retired employee (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in 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 the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held

permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement (50 years of age for employees enrolled in local safety 3% at 50 at the time of retirement).

- (4) Any benefits after retirement under this Section D of Article 6 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.
- (5) Notwithstanding the foregoing, the fact that active boating safety officers currently receive only seasonal health-care benefits (and Cafeteria Plan contributions) shall not be construed as preventing any boating safety officer who, as of May 1, 2001, had already accrued the years of service necessary to qualify as a "retired employee" from receiving year-round retirement health-care benefits under this Section D (and also retirement service credit allowances under Article 11).

ARTICLE 7. DENTAL CARE PLAN

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

ARTICLE 8. VISION CARE PLAN

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

ARTICLE 9. CAFETERIA PLAN

- A. With respect to any full-time 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 and also minus the amount specified below for

those employees who enroll in the two-party or family tier, which shall be contributed by the employee:

	<u>Employee Contribution</u>
Two-Party:	\$25.00/month
Family:	\$50.00/month

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, 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. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable).

- B. With respect to any part-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following reduced percentages of the amount that a full-time employee would receive under Section A of this Article 9 (based on applicable residency and coverage tier), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee:

Less than .5 FTE:	0% (No payment at all)
.5 - .74 FTE:	50% of the applicable FTE amount
.75 FTE - .9 FTE:	75% of the applicable FTE amount

Such FTE status shall be based on the County's official list of allocated positions maintained by the County Administrative Office; it shall not be based on actual hours worked in a given month. The additional monthly amount necessary for the medical coverage tier selected by a part-time covered employee shall be contributed by that covered employee through a payroll deduction (authorized by the employee). Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution. This subsection (B) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after the date of this Resolution, or who transfers to such a position after the date of this Resolution; the COUNTY's contribution to the Cafeteria Plan with respect to that employee shall be based on the reduced percentages set forth above until such a time, if at all, that they return to a position allocated as full-time.

- C. The County shall cease making any contributions to the Cafeteria Plan for employees who are not enrolled in CalPERS medical coverage.
- D. EXCEPTION: Notwithstanding the foregoing, any Boating Safety Officer employee shall only be entitled to COUNTY Cafeteria Plan contributions under this Article 9 during those seasonal months in which he or she actually performs boating safety work for the COUNTY.

ARTICLE 10. 401(a) PLAN.

- A. Any covered employee hired on or after May 1, 2001, shall not be eligible to earn or receive the retirement service benefit provided by Article 16, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any covered 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 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 457 contribution; 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:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
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 the COUNTY payroll prior to May 1, 2001).

A. Each retired employee who was on the COUNTY payroll prior to May 1, 2001, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (see Article 13), 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 (50 years of age for employees enrolled in local safety 3% at 50 at the time of retirement).

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

- (1) If the employee retires after December 31, 2001, but before the date of this Resolution, 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 9), minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the County's contribution to the Cafeteria Plan for its active employees varies, and subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 paid directly by the COUNTY to CalPERS). 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 Resolution or threatening the plan's compliance with applicable laws.

- (2) If the employee retires after the date of this Resolution, and is enrolled in CalPERS medical insurance, then the amount of the flexible credit allowance shall be equal to the monthly amount of the PERS Choice premium based on the residency and coverage tier in which the retiree is enrolled minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS and minus the same monthly amount that the retiree was contributing toward their medical insurance premiums as an active employee immediately prior to their retirement. For example, if an employee was contributing \$50 per month toward his or her medical insurance as an active employee at the time of retirement, then that same fixed dollar amount shall be deducted from the flexible credit allowance paid to them as a retired employee pursuant to this subsection (C)(2). Note that under this formula, while the PERS Choice premium and the statutory amount prescribed by Government Code section 22892 will vary over time (based on the then-current amounts), the amount deducted therefrom based on what the retiree was contributing as an active employee does not vary.
- (3) 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 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. FITNESS FOR DUTY; PHYSICAL EXAMINATION

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

Furthermore, an annual physical checkup shall be provided to all covered employees by the COUNTY. The COUNTY has the discretion to select the doctor who will give the physical examinations. To the extent that such an annual physical check-up is available through the covered employees' medical insurance for free or at a reduced cost, that check-up shall be deemed to satisfy this provision and the COUNTY's only obligation shall be to pay or reimburse the employee for any portion of the check-up cost not covered by insurance.

ARTICLE 13. COURT TIME

Should a covered employee make a court appearance pursuant to lawful Subpoena for the purpose of testifying to facts, acts or events that occurred in the course and scope of his employment with the Mono County Sheriff's Office, and should his court appearance not commence and terminate entirely within his regular shift or extended shift, such employee shall be entitled to credit for overtime as follows:

1. When that portion of the court appearance that falls outside his regular or extended shift has a duration of less than four (4) hours, that employee shall receive credit for four (4) hours overtime;

2. When that portion of the court appearance that falls outside his regular or extended shift has a duration of four (4) or more hours, that employee shall be entitled to credit for overtime equal to the actual time in court outside the regular or extended shift.

Should a covered employee receive notice not to appear for a scheduled court appearance anytime after the end of employee's last previous work shift and before leaving to attend such court session, the employee will receive \$100.00 in compensation.

ARTICLE 14. CALL-IN

"Call-in" is defined as when an employee who is not scheduled to work is called in to work by the Sheriff's office. Should a covered employee be called into duty at the time other than his regular assigned shift, that employee shall receive credit for overtime at the following rates:

1. Should the duration of the duty be four (4) hours or less, the employee shall receive credit for four (4) hours of overtime;
2. Should the duration of duty exceed four (4) hours, the employee shall receive credit for overtime equal to the actual time of duty.

ARTICLE 15. OVERTIME PAY

All time actually worked in excess of an employee's regularly scheduled shift and including such overtime credit as is provided for in other articles, shall be credited or paid at a rate of pay equivalent to one and one-half (1-1/2) times the employee's regular rate of pay. Notwithstanding any contrary provision of the County Code or personnel rules, use by an employee of any form of leave or CTO during a work shift shall NOT be counted as hours actually worked for purposes of determining whether overtime pay is owed.

~~Such overtime shall be paid, or compensatory time credited, as of the following pay day, should such overtime be submitted to the Sheriff, Assistant Sheriff or designee on or before the 20th of that month. All overtime submitted after that date shall be paid, or compensatory time credited, as of the pay day subsequent to the following pay day.~~

The covered employee may elect payment or compensatory time off as compensation for overtime, subject to the following provisions:

1. A covered employee may not accrue more than two hundred (200) hours of compensatory time off.

2. Any compensatory time off in excess of two hundred (200) hours accrued by an employee prior to the date of this Resolution shall not be paid-off by the COUNTY unless or until the affected employee so requests; but any overtime earned thereafter by such an employee shall only be paid and shall not be credited as compensatory time off unless and until the employee's total amount of accrued compensatory time off drops below two hundred (200) hours.

ARTICLE 16. UNIFORM ALLOWANCE/MAINTENANCE

The uniform allowance for each covered employee shall continue to be \$500 per fiscal year, payable no later than the 1st of August. Each new employee shall upon employment receive a \$500.00 uniform allowance. Should said new employee not complete twelve (12) months of service as a deputy sheriff of Mono County, the County may recover \$40.00 per month from the new employee for each month of service not completed up to the 12th month. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said employee's final paycheck.

Each covered employee shall also continue to be entitled to receive an additional \$500.00 per year, said sum to be designated as uniform maintenance allowance. This maintenance allowance shall be paid on a quarterly basis no later than August 1st, November 1st, February 1st, and May 1st, in four (4) equal installments of \$125.00 each.

Compensation provided by this Article 16 is taxable and that COUNTY will withhold taxes from said amounts in accordance with applicable state and federal laws (notwithstanding any prior COUNTY practices). All insignia and equipment issued to employees shall be returned to Mono County Sheriff's Department in good condition, ordinary wear and tear excepted, prior to receipt of said employee's final paycheck. Any change or addition to the existing uniform which is ordered by the Sheriff's Department shall be at the County's expense. Compensation for uniforms will be included in the employee's normal payroll check and all checks will be direct deposit.

ARTICLE 17. UNIFORM/CLOTHING

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

ARTICLE 18. EQUIPMENT

The COUNTY will provide employees with the following equipment, and thereafter replace (with comparable item) or repair such equipment when deemed necessary by the department:

1. parka
2. foul weather boots
3. cold weather gloves
4. snow goggles
5. body armor
6. sunglasses
7. gun
8. holster
9. handcuff case
10. whistle
11. Sam Browne belt
12. baton and holder
13. handcuffs
14. flashlight
15. flashlight batteries
16. flashlight bulbs
17. ammunition
18. raincoat
19. magazine(s)
20. jumpsuit(s), in the discretion of the Sheriff

ARTICLE 19. VACATION

A. Covered employees shall accrue vacation benefits as follows:

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

B. Notwithstanding anything to the contrary, the maximum number of vacation hours that may be accumulated by any employee as of December 31st, the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation hour accumulation.

C. If a covered employee's total accumulated vacation hours exceeds two and one-half times their annual vacation hour accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's

accumulation of vacation hours falls at or below two and one-half times their annual accrual (hereinafter "the accumulation cap"). Once the covered employee's accumulation of vacation hours falls at or below the accumulation cap, then their accrual of vacation hours will recommence for the remainder of the calendar year.

- D. Any covered employees who have accrued a minimum of 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. Notwithstanding the foregoing, if a covered employee has made every reasonable effort to use their vacation time throughout the year so as to avoid the aforementioned accumulation cap but nevertheless is not allowed by sheriff's department management to do so because of unexpected manpower needs or safety-related requirements, then the covered employee may request to be compensated by the COUNTY for more than 40 hours of time in a calendar year in order bring his or her total accumulated vacation time at or below the cap as of December 31st.

ARTICLE 20. SICK LEAVE

- A. Every covered employee shall accrue 8 hours of sick leave with pay for each full calendar month of full-time service, cumulative to a maximum of eight hundred (800) hours.
- B. All sick leave accumulated by such employee prior to the enactment of the ordinance codified in Chapter 2.68.100 of the County Code shall be carried forward and become a part of any accumulation therein contemplated.
- C. Any such employee compelled to be absent on account of injury or illness arising out of and occurring in the course of his County employment may elect during such absence to apply accrued sick leave on a prorated basis to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by him under the Worker's Compensation Act and his regular County pay, not to exceed the amount of his accrued sick leave. In like manner, he may elect to use his accrued vacation time and accrued time off for overtime after his sick leave is exhausted. (See Labor Code Section 4850 for law enforcement officers, etc.)
- D. After five (5) or more years of continuous service, any employee who retires, resigns, dies or is laid off by County action, shall be paid for three-fourths (3/4) of any accumulated sick leave at his regular straight time rate of pay, subject to a maximum of eight hundred (800) hours, said payment to be made to the employee or his designated beneficiary.

- E. After ten (10) or more years of continuous service, any employee who retires, resigns, dies or is laid off by County action, shall be paid one hundred percent (100%) of any accumulated sick leave at his regular straight time rate of pay, subject to a maximum of eight hundred (800) hours, said payment to be made to the employee or his designated beneficiary.

ARTICLE 21. JURY DUTY

The Sheriff shall make every attempt to schedule the regular duty of any employee to coincide with the time said employee may be required to serve on jury duty. Should rescheduling not be possible, any time spend by the employee on jury duty which is over eight (8) hours in any twenty-four (24) hour period shall be overtime.

ARTICLE 22. EDUCATIONAL INCENTIVE PAY

Covered employees shall be additionally compensated by the amount shown in items A, B, and C if they meet the listed requirements:

- A. Five percent (5%) for possession of an Intermediate POST Certificate;
- B. Twelve and a half percent (12.5%), in lieu of the compensation provided by subsection A, for possession of an Advanced or Supervisory POST Certificate;
- C. Two and a half percent (2.5%) for possession of a bachelor's degree or higher educational degree (note: the amount of compensation does not increase or otherwise vary based on possession of multiple qualifying degrees);
- D. With respect to Boating Safety Officers and Sheriff's Safety Officers, two and a half percent (2.5%) for possession of an associate's degree (AA/AS), and an additional two and a half percent (2.5%) for possession a bachelor's degree or higher educational degree (i.e., a maximum of 5% possible additional compensation).

Notwithstanding the foregoing, the maximum total additional compensation that may be received by an employee pursuant to this Article is twelve and a half percent (12.5%) of his or her base pay.

ARTICLE 23. EDUCATIONAL INCENTIVE PROGRAM

- A. Covered employees who wish to enroll in a job-related or promotion-oriented courses shall be reimbursed by the County for allowable expenses related to the courses in an amount not to exceed \$700.00 per calendar year. Allowable

expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:

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

ARTICLE 24. HAZARD PAY

All employees assigned to any extra duties deemed hazardous by the Sheriff or his designee shall receive an additional twenty-five dollar (\$25.00) per month.

All employees assigned to the Search and Rescue Team shall receive an additional twenty-five dollars (\$25.00) per month.

ARTICLE 25. BILINGUAL PAY

COUNTY shall provide two hundred dollars (\$200) per month additional compensation for those covered employees who are fluent in Spanish or such other non-English language as the COUNTY may determine it needs and who pass the same standardized testing for bilingual fluency that the COUNTY requires miscellaneous employees (e.g., employees in social services and public health) to pass in order to receive bilingual pay. Compensation for a given employee shall be paid prospectively as of the date eligibility has been determined by the COUNTY.

1 **ARTICLE 26. FIELD TRAINING OFFICER PAY**

2 The COUNTY will provide a five percent (5%) increase to the hourly rate (of base
3 compensation) of a covered employee who is acting as a Field Training Officer (FTO), which
4 shall apply only to the hours during which such training actually occurs.

5 **ARTICLE 27. SERGEANT PAY FOR OFF-DUTY CALLS.**

6 A two-hour minimum shall be paid at the overtime rate to a sergeant who is unexpectedly
7 called at home, while otherwise off duty, by COUNTY dispatch or any on-duty County
8 employee regarding COUNTY business that requires his or her immediate attention as a
9 sergeant. If the sergeant is called more than once during the initial two-hour period, any
10 work performed during that initial period shall be considered to be within the initial period and
11 no additional compensation shall be owed. Any calls that have been prearranged or
12 requested in advance shall not be eligible for compensation under this Article. COUNTY may
13 develop and implement such reasonable procedures and forms as it deems necessary to
14 document and validate the occurrence of off-duty calls for which overtime pay may be owing
15 under this Article.

16 **ARTICLE 28. LATERAL HIRE INCENTIVES.**

17 Notwithstanding any contrary provision of the Mono County Code, where the COUNTY's
18 recruitment process shows a prospective employee to have exceptional qualifications and
19 experiences with another law-enforcement agency (a lateral hire), the Sheriff may in his sole
20 discretion approve hiring such person at step "B" or "C" of a particular salary classification
21 and, with concurrence of the COUNTY Administrator or Board of Supervisors, the Sheriff
22 may approve hiring such person at step "D" or "E" of a particular salary classification.

23 **ARTICLE 29. ASSOCIATION RELEASE TIME**

24 The Association President and/or his designated representative shall have reasonable time
25 off for out of County association related matter, with the approval of Sheriff's management
26 based upon reasonable coverage criteria, said time off to be limited to one hundred twenty
27 (120) hours. The President or representative shall give management two (2) weeks notice
28 prior to taking time off. The time off shall be the total allowed for both the President and his
designated representative. Each are not entitled to one-hundred twenty (120) hours.

ARTICLE 30. TAKE-HOME VEHICLES, PATROL BEATS, AND RELATED ISSUES

A. To facilitate and enhance Department operations, the Sheriff shall determine in his
sole discretion whether and when to permit a given deputy to take a marked patrol
vehicle home to his/her residence for the purpose of emergency response, call outs
and normal patrol functions. In no event shall covered employees who are not
deputies be permitted to take vehicles home. As noted above, taking a vehicle home
is intended to serve the Department's operational purposes only and not as an
employee benefit. The Sheriff reserves the right for any reason and in his sole
discretion to rescind any given deputy's prior authorization to take home a patrol
vehicle.

1 B. The geographical locations of the five (5) beat areas are as follows:
2

3 Beat 1 - Walker/Coleville: Stateline 395 to the Sonora Junction, reside within Walker
4 to stateline.

5 Beat 2 - Bridgeport: Bridgeport Valley, not north of Lobdell Lake or south of Bodie
6 Road. Bodie is in Bridgeport area.

7 Beat 3 - June Lake/Lee Vining: Top of Conway Summit to Crestview Maintenance
8 Station. Need at least one (1) deputy to reside within the June Lake Loop, but not all
9 three (3) deputies. Choice of location in which to reside will be initially based on
10 seniority.

11 Beat 4 - Long Valley: Crestview Maintenance Station south to south county line on
12 Sherwin Grade, including Wheeler Ridge.

13 Beat 5 - Benton/Chalfant: California state line to County line on Highway 6, west to
14 Gas Pipe on Highway 120 E and Casa Diablo Road on Benton Crossing Road.

15 C. Out-of-Beat Meals. Clarification: regardless of any past practice, the COUNTY does
16 not provide reimbursement, per diem, or any othe form or compensation for meals
17 occurring when a deputy works in an area of the COUNTY different than his or her
18 regular beat assignment.

19 **ARTICLE 31. NEW PERSONNEL RULES**

20 The revised set of personnel rules (personnel system), a copy of which is attached hereto as
21 an exhibit and incorporated herein by this reference, is hereby adopted and implemented as
22 to covered employees. Said Personnel System shall supersede any other personnel policies
23 and rules set forth in any other documents, including but not limited to Chapter 2.68 of the
24 County Code and the Personnel Policies and Procedures Handbook adopted by Resolution
25 82-27; provided, however, that in the event of a conflict between the Personnel System and
26 any provision of this Resolution, the provision of this Resolution shall control.
27 Notwithstanding the foregoing, any disciplinary actions that were initiated against covered
28 employees but not finalized prior to the date of this Resolution (including any appeals of such
actions) shall continue to be governed by the personnel rules in effect when the disciplinary
action was initiated.

29 **ARTICLE 32. MISCELLANEOUS**

30 Nothing in this Resolution shall be construed as depriving the Association of its right each
31 year to meet and confer on matters within the scope of representation, whether or not such
32 matters are included in this Resolution, prior to adoption of the County budget or as
33 otherwise required by law.

34 PASSED AND ADOPTED this 3rd day of January, 2012, by the following
35 vote:

