



R24-103

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND THE DEPUTY SHERIFFS' ASSOCIATION**

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

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

WHEREAS, County representatives and the Mono County Deputy Sheriffs' Association (the "Association") met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and

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

SECTION ONE: The proposed Memorandum of Understanding between the County of Mono and the Association, a copy of which is attached hereto as **Exhibit A** – effective for the period of January 1, 2025, through December 31, 2027 – is hereby ratified, adopted, and approved. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

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

PASSED, APPROVED, and ADOPTED this 3rd day of December 2024, by the following vote, to wit:

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

NOES: None.

ABSTAIN: None.

ABSENT: Supervisor Salcido.

1
2 ATTEST: *D. Adick*
3 Clerk of the Board

John Peters
John Peters (Dec 5, 2024 11:10 PST)
John Peters, Chair
Board of Supervisors

4 APPROVED AS TO FORM:
5 *[Signature]*
6 COUNTY COUNSEL

MONO COUNTY - 2025 Salary Schedule Deputy Sheriff Association (DSA)

STEPS							
Class Title	RANGE		A	B	C	D	E
Deputy I	50	Hourly	\$ 37.5755	\$ 39.4543	\$ 41.4270	\$ 43.4984	\$ 45.6733
		Bi-weekly	\$ 3,006.04	\$ 3,156.34	\$ 3,314.16	\$ 3,479.87	\$ 3,653.86
		monthly	\$ 6,513.09	\$ 6,838.74	\$ 7,180.68	\$ 7,539.72	\$ 7,916.70
		Annual	\$ 78,157.08	\$ 82,064.93	\$ 86,168.18	\$ 90,476.59	\$ 95,000.42
Deputy II	54	Hourly	\$ 41.4831	\$ 43.5572	\$ 45.7351	\$ 48.0218	\$ 50.4229
		Bi-weekly	\$ 3,318.65	\$ 3,484.58	\$ 3,658.81	\$ 3,841.75	\$ 4,033.84
		monthly	\$ 7,190.40	\$ 7,549.92	\$ 7,927.42	\$ 8,323.79	\$ 8,739.98
		Annual	\$ 86,284.80	\$ 90,599.04	\$ 95,128.99	\$ 99,885.44	\$ 104,879.71
Sergeant	60	Hourly	\$ 48.1068	\$ 50.5121	\$ 53.0377	\$ 55.6896	\$ 58.4741
		Bi-weekly	\$ 3,848.54	\$ 4,040.97	\$ 4,243.02	\$ 4,455.17	\$ 4,677.93
		monthly	\$ 8,338.51	\$ 8,755.44	\$ 9,193.21	\$ 9,652.87	\$ 10,135.51
		Annual	\$ 100,062.12	\$ 105,065.23	\$ 110,318.49	\$ 115,834.41	\$ 121,626.13
Sheriff Safety Officer (Boating)	53	Hourly	\$ 32.9210	\$ 34.5671	\$ 36.2954	\$ 38.1102	\$ 40.0157
		Bi-weekly	\$ 2,633.68	\$ 2,765.37	\$ 2,903.63	\$ 3,048.82	\$ 3,201.26
		monthly	\$ 5,706.31	\$ 5,991.63	\$ 6,291.21	\$ 6,605.77	\$ 6,936.06
		Annual	\$ 68,475.72	\$ 71,899.51	\$ 75,494.48	\$ 79,269.21	\$ 83,232.67

MONO COUNTY - 2026 Salary Schedule Deputy Sheriff Association (DSA)

STEPS

Class Title	RANGE		A	B	C	D	E
Deputy I	50	Hourly	\$ 38.7028	\$ 40.6379	\$ 42.6698	\$ 44.8033	\$ 47.0435
		Bi-weekly	\$ 3,096.22	\$ 3,251.03	\$ 3,413.59	\$ 3,584.26	\$ 3,763.48
		monthly	\$ 6,708.48	\$ 7,043.91	\$ 7,396.10	\$ 7,765.91	\$ 8,154.20
		Annual	\$ 80,501.79	\$ 84,526.88	\$ 88,753.22	\$ 93,190.88	\$ 97,850.43
Deputy II	54	Hourly	\$ 42.7276	\$ 44.8639	\$ 47.1071	\$ 49.4625	\$ 51.9356
		Bi-weekly	\$ 3,418.21	\$ 3,589.12	\$ 3,768.57	\$ 3,957.00	\$ 4,154.85
		monthly	\$ 7,406.11	\$ 7,776.42	\$ 8,165.24	\$ 8,573.50	\$ 9,002.18
		Annual	\$ 88,873.34	\$ 93,317.01	\$ 97,982.86	\$ 102,882.00	\$ 108,026.10
Sergeant	60	Hourly	\$ 49.5500	\$ 52.0275	\$ 54.6289	\$ 57.3603	\$ 60.2283
		Bi-weekly	\$ 3,964.00	\$ 4,162.20	\$ 4,370.31	\$ 4,588.82	\$ 4,818.27
		monthly	\$ 8,588.67	\$ 9,018.10	\$ 9,469.00	\$ 9,942.45	\$ 10,439.58
		Annual	\$ 103,063.98	\$ 108,217.18	\$ 113,628.04	\$ 119,309.44	\$ 125,274.91
Sheriff Safety Officer (Boating)	53	Hourly	\$ 33.9086	\$ 35.6041	\$ 37.3843	\$ 39.2535	\$ 41.2162
		Bi-weekly	\$ 2,712.69	\$ 2,848.33	\$ 2,990.74	\$ 3,140.28	\$ 3,297.29
		monthly	\$ 5,877.50	\$ 6,171.37	\$ 6,479.94	\$ 6,803.94	\$ 7,144.14
		Annual	\$ 70,529.99	\$ 74,056.49	\$ 77,759.31	\$ 81,647.28	\$ 85,729.64

MONO COUNTY - 2027 Salary Schedule Deputy Sheriff Association (DSA)

STEPS							
Class Title	RANGE		A	B	C	D	E
Deputy I	50	Hourly	\$ 39.8639	\$ 41.8571	\$ 43.9499	\$ 46.1474	\$ 48.4548
		Bi-weekly	\$ 3,189.11	\$ 3,348.56	\$ 3,515.99	\$ 3,691.79	\$ 3,876.38
		monthly	\$ 6,909.74	\$ 7,255.22	\$ 7,617.98	\$ 7,998.88	\$ 8,398.83
		Annual	\$ 82,916.84	\$ 87,062.68	\$ 91,415.82	\$ 95,986.61	\$ 100,785.94
Deputy II	54	Hourly	\$ 44.0094	\$ 46.2099	\$ 48.5204	\$ 50.9464	\$ 53.4937
		Bi-weekly	\$ 3,520.75	\$ 3,696.79	\$ 3,881.63	\$ 4,075.71	\$ 4,279.50
		monthly	\$ 7,628.30	\$ 8,009.71	\$ 8,410.20	\$ 8,830.70	\$ 9,272.24
		Annual	\$ 91,539.54	\$ 96,116.52	\$ 100,922.34	\$ 105,968.46	\$ 111,266.88
Sergeant	60	Hourly	\$ 51.0365	\$ 53.5883	\$ 56.2677	\$ 59.0811	\$ 62.0352
		Bi-weekly	\$ 4,082.92	\$ 4,287.07	\$ 4,501.42	\$ 4,726.49	\$ 4,962.81
		monthly	\$ 8,846.33	\$ 9,288.64	\$ 9,753.07	\$ 10,240.73	\$ 10,752.76
		Annual	\$ 106,155.90	\$ 111,463.70	\$ 117,036.88	\$ 122,888.72	\$ 129,033.16
Sheriff Safety Officer (Boating)	53	Hourly	\$ 34.9259	\$ 36.6722	\$ 38.5058	\$ 40.4311	\$ 42.4527
		Bi-weekly	\$ 2,794.07	\$ 2,933.78	\$ 3,080.47	\$ 3,234.49	\$ 3,396.21
		monthly	\$ 6,053.82	\$ 6,356.52	\$ 6,674.34	\$ 7,008.06	\$ 7,358.46
		Annual	\$ 72,645.89	\$ 76,278.18	\$ 80,092.09	\$ 84,096.70	\$ 88,301.53

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

COUNTY OF MONO

AND

MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION



JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

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**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF MONO AND
MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION**

JANUARY 1, 2025, THROUGH DECEMBER 31, 2027

ARTICLE 1. PURPOSE AND DEFINITIONS

A. Purpose

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

B. Definitions

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

1. "Association" means the Mono County Deputy Sheriffs' Association ("MCDSA").
2. "Base rate of pay" means the employee's current step hourly rate of pay as identified in Appendix "A".
3. "County" means the County of Mono, California.
4. "Employee" refers to full-time employees covered by this MOU.
5. "MOU" means this Memorandum of Understanding between the Association and the County.
6. "Regular rate of pay" means the base hourly rate of pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the employee qualifies under this MOU.
7. "Retiree" is a former County employee whom CalPERS considers to be a County retiree/annuitant but who is not a post-retirement health beneficiary as described below.
8. "Post-retirement health beneficiary" means a Retiree, who for purposes of Article 15 of this MOU:
 - was hired prior to January 1, 1986, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least five (5) years continuous service with the County immediately preceding their date of retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or

- was hired after December 31, 1985 and before July 1, 1987, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least ten (10) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or
- was hired after June 30, 1987 and before January 1, 1995, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least fifteen (15) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or,
- was hired after December 31, 1995, and before May 1, 2001, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least twenty (20) years continuous service with the County immediately preceding their retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan.

ARTICLE 2. TERM

This MOU shall be in effect from January 1, 2025, and shall remain in full force and effect through 12:00 midnight on December 31, 2027.

ARTICLE 3. RECOGNITION

The County recognizes the Association as the sole and exclusive representative for full-time employees in the peace officer bargaining unit comprised of the classifications of Sergeant, Deputy Sheriff I, Deputy Sheriff II, and Boating Safety Officer.

ARTICLE 4. NON-DISCRIMINATION

There shall be no unlawful discrimination based on an employee's race, religious creed, color, national origin, ancestry, sex, age, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. In addition, the County shall not retaliate because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.

ARTICLE 5. SALARY SCHEDULE

- A. The salary schedule shall consist of five (5) steps, each step shall be equivalent to five percent (5%) above the prior step. Advancement of steps shall be automatic upon the employee's anniversary date and a satisfactory annual evaluation. No time worked while step increases

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

- B. Employees are required to utilize direct deposit of their payroll checks.
- C. Employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set.

ARTICLE 6. SALARY

Effective upon the pay period of MOU ratification, all classifications shall receive a cost of living adjustment of seven percent (7%).

Effective January 1, 2026, all classifications shall receive a cost of living adjustment of three percent (3%).

Effective January 1, 2027, all classifications shall receive a cost of living adjustment of three percent (3%).

ARTICLE 7. HOLIDAY PAY

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

ARTICLE 8. LONGEVITY PAY

Longevity pay was discontinued effective January 2, 2012. Employees who were receiving longevity pay as of January 1, 2012, which is 6.5%, will continue to receive longevity pay, but the 6.5% amount of such pay shall be frozen and shall not increase.

ARTICLE 9. RETIREMENT

The County shall continue its participation in the California Public Employees' Retirement System ("CalPERS").

Retirement Tier 1 – Safety Members hired before December 27, 2012, shall receive the 3% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay nine percent (9%) of salary as the CalPERS employee's contribution and three percent (3%) of the CalPERS employer's contribution on a pre-tax basis.

Retirement Tier 2 – Safety Members hired between December 27, 2012 and January 1, 2013, or Classic Members as defined by CalPERS, shall receive the 3% @ 55 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's

Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay nine percent (9%) of salary as the CalPERS employee's contribution and three percent (3%) of the CalPERS employer's contribution on a pre-tax basis.

Retirement Tier 3 – New Safety Members, as defined by CalPERS, hired on or after to January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay half of the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

ARTICLE 10. HEALTH INSURANCE

- A. Employees and their dependents are entitled to health care benefits as provided in this Article and Articles 11 and 12.
- B. "Health care benefits" means the medical, dental, and vision benefits provided to employees and their dependents by the County.
- C. The County contracts with CalPERS medical insurance for all employees. The County shall pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance.
- D. State Disability Insurance (SDI)

The County shall enroll Employees in the State Disability Insurance (SDI) program at County expense. When an Employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the County shall continue paying:

- 1. Monthly contributions into the Cafeteria Plan based on the Employee's applicable tier (See Article 13); and
- 2. The medical portion of Social Security.

ARTICLE 11. DENTAL CARE PLAN

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

ARTICLE 12. VISION CARE PLAN

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

ARTICLE 13. CAFETERIA PLAN

For employees enrolled in PORAC insurance, the County shall contribute into the cafeteria plan an amount equal to ninety-five percent (95%) of the PORAC premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS. For employees not enrolled in PORAC insurance, the County shall contribute into the cafeteria plan an amount equal to eighty percent (80%) of the PERS Gold premium for the coverage tier in which the employee is enrolled, minus the statutory amount prescribed by section 22892, which the County shall pay directly to PERS.

ARTICLE 14. 401(a) PLAN

- A. Employees hired on or after May 1, 2001, are not eligible to earn or receive post-retirement benefits provided by paragraph A of Article 15 but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan ("401(a) Plan") established by the County, as described more fully below. Any active employee of the unit who was hired prior to May 1, 2001, may also elect to receive County contributions into a Section 401(a) Plan under this Article, if he or she waives and relinquishes any present or future rights to receive the post-retirement health benefits provided by paragraph A of Article 15.
- B. The County shall contribute into the 401(a) Plan an amount on behalf of each employee participating under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans ("457 Plan") or into the 401(a) Plan directly (if made available to Employee contributions) but not to exceed five percent (5%) of the employee's pre-tax salary. Accordingly, if an employee contributes a total of one to five percent (1-5%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) Plan contribution would fully match the Employee's 457 contribution; if an employee contributes more than five percent (5%) of his or her base rate of pay to a 457 Plan, then the dollar amount of the County's 401(a) Plan contribution would be five percent (5%) (and not more) of the employee's base rate of pay and would not fully match the employee's 457 contribution. The Employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. The Employee's ability to withdraw the County's contributions into the 401(a) Plan is set forth in paragraph C.
- C. The 401(a) Plan has the following vesting schedule for participating 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. County Contribution (By July 1, 2025)

Upon implementation by the County and by no later than July 1, 2025, the following shall take effect, and shall thereupon supersede and replace the above subsections B and C.

County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. County shall continue to contribution into the Section 401(a) Plan an amount on behalf of each Employee electing to participate in this Article equal to the amount contributed by that Employee from his or her own pre-tax salary into one of the County's section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to Employee contributions), but not to exceed five percent (5%) of the Employee's pre-tax salary. Accordingly, if an Employee contributed a total of one to five percent (1-5%) 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 five percent (5%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) Plan contribution would be five percent (5%) (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 in the 401(a) Plan.

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

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

A. Post-Retirement Health Beneficiaries

1. Post-retirement health beneficiaries who are not yet eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the amount paid into the cafeteria plan for active employees under Article 13. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
2. Post-retirement health beneficiaries who are eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the monthly amount of the PERS Choice Medicare Supplement premium or the monthly premium amount of the plan in which the post-retirement health beneficiary is enrolled, whichever is less, based on the residency and coverage tier in which the post-retirement health beneficiary is enrolled. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
3. In the event a post-retirement health beneficiary and their dependent are not both Medicare-qualified, then the qualified individual shall enroll in Medicare and payment through the cafeteria plan shall not exceed the amount described in A.1.

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

B. Retirees

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

ARTICLE 16. FITNESS FOR DUTY; PHYSICAL EXAMINATION

The Sheriff may require any employee to submit to examinations by County designated physicians to evaluate the employee's fitness for duty when there is a reasonable basis for believing that the employee may be unable to perform the essential functions of their job with or without reasonable accommodation and/or without posing an unreasonable risk to the health and safety of the employee or others. (See also Section 1014 of the current Mono County Sheriff's Department Policies and Procedures, entitled "Fitness For Duty," which is incorporated herein by this reference.)

ARTICLE 17. COURT TIME

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

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

ARTICLE 18. CALL-IN

An employee who is called in to work outside of their normal work shift by the Sheriff's Office shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum of four (4) hours. Any time required in excess of the four (4) hours shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE 19. ON-CALL PAY

When warranted and in the interest of County operations, the Sheriff may post "on-call" shifts. The Sheriff shall make available on-call shifts prior to the 15th of the month for the following month. The Sheriff's Administration (Sheriff, Under Sheriff, or Lieutenant) shall administer the sign-up process with employees signing up for on-call shifts in order of hire date as a deputy on a voluntary basis. The Sheriff's Administration (Sheriff, Under Sheriff, or Lieutenant) shall distribute the

posted on-call calendar five (5) days prior to the end of the month. Employees who sign-up shall receive two (2) hours of CTO for an on-call shift. Employees who are on call shall be required to answer their phone and able to leave their residence within forty-five (45) minutes of the call.

For the purpose of this section an on-call shift will be up to a twelve (12) hour shift.

ARTICLE 20. OVERTIME PAY

Employees who work in excess of their regularly scheduled workday or shift, shall be compensated for overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. All paid time shall count as time worked for the purpose of calculating overtime. Overtime may be taken in cash or compensatory time off ("CTO") at the employee's discretion. CTO may not accrue in excess of two hundred (200) hours.

1. 40-hour workweek:

Employees assigned to a forty-hour (40) workweek shall be on a forty (40) hour, seven (7) day work period. All hours paid in excess of forty (40) hours in the seven (7) day work period will be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

2. 84-hour work period:

Employees assigned to the 3/12-4/12 work schedule shall be on an eighty (80) hour, fourteen (14) day work period pursuant to section 7(k) of the Fair Labor Standards Act (29 USA § 207 (k)). All hours paid in excess of eighty (80) hours in the fourteen (14) day work period will be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

3. Grant Overtime:

The Sheriff shall have the ability to designate additional overtime for grant-funded details that will be paid at one and one-half (1-1/2) times the employee's regular rate of pay, regardless of hours worked during the work period.

ARTICLE 21. UNIFORMS AND CLOTHING

Upon hire, each employee will be reimbursed up to twelve hundred dollars (\$1200.00) for the purchase of uniforms and equipment upon presentation of receipts. Alternatively, each employee may request and, the County shall provide, a store credit of twelve hundred dollars (\$1200.00) or the balance thereof for the purchase of uniforms and equipment from a vendor(s) selected by the County. Employees shall be responsible for the replacement and maintenance of their uniforms. 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 designee.

ARTICLE 22. SAFETY EQUIPMENT

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

1. Hand gun and ammunition
2. Patrol Rifle and ammunition

3. Shotgun and ammunition
4. Taser and Taser holster
5. Holster
6. Sam Browne Belt and four keepers
7. Three hand gun magazines and magazine holder
8. Three Patrol Rifle magazines
9. Handcuffs and handcuff case
10. Radio and radio holder
11. Baton and baton holder
12. Pepper spray and pepper spray holder
13. Flashlight and flashlight holder
14. Body armor
15. Baseball cap
16. Winter knit cap
17. Winter jacket
18. Boot replacement or maintenance (\$350 Biennially)
19. Winter gloves
20. Goggles
21. Sunglasses (\$100 Annually)
22. Raincoat
23. Two jumpsuits

ARTICLE 23. VACATION LEAVE

A. Employees shall accrue vacation leave 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. Commencing upon MOU ratification, employees, who have vacation leave balances in excess of two hundred and forty (240) hours annually as of the MOU ratification date, shall have those hours in excess of two hundred and forty (240) hours converted to cash.

C. Employees will have the option to make an irrevocable election to cash out up to 40 hours of vacation leave on an annual basis. To be eligible for annual vacation leave cash out, the employee must have used 40 hours of vacation leave in the prior 12 months.

ARTICLE 24. SICK LEAVE

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

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

C. Compensation for Accrued Sick Leave – Employees may be compensated for a maximum of

960 hours upon separation from Mono County as follows:

1. If the Employee has worked for the County for less than five (5) years, no compensation shall be paid for accrued sick leave.
2. If the Employee has worked for the County more than five (5) years, but less than ten (10) years, then the Employee shall be eligible to be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.
3. If the Employee has worked for the County more than ten (10) years, then the Employee shall be eligible to 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 eligible to be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
5. The dollar value of the Employee's accrued sick leave shall be based upon the Employee's Base Rate of Pay on the date of separation.

ARTICLE 25. EDUCATIONAL INCENTIVE PAY

- A. Employees shall receive five percent (5.0%) of their base rate of pay for possession of an Intermediate POST Certificate.
- B. Employees shall receive seven and a half percent (7.5%) of their base rate of pay for possession of an Advanced or Supervisory POST Certificate.
- C. Employees shall receive two and a half percent (2.5%) of their base rate of pay for possession of a Bachelor's degree.

Educational pay shall be additive and not compounded.

ARTICLE 26. EDUCATIONAL INCENTIVE PROGRAM

- A. Employees who enroll in college 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 include tuition expenses for required course material and textbooks, and shall be subject to the following:
 - (1) Courses must be taken from an accredited institution.
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses.
 - (3) 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 and a minimum grade of "C" or equivalent.

ARTICLE 27. BILINGUAL PAY

Employees who are bilingual in Spanish or other languages as determined by the County shall receive three and a quarter percent (3.25%) of their base rate of pay.

ARTICLE 28. FIELD TRAINING OFFICER PAY

Employees assigned as a Field Training Officer (FTO) shall receive an additional five percent (5%) above their base rate of pay for all hours which they are actually training, and with approval of the FTO supervisor, to hours spent preparing for the upcoming FTO assignment.

ARTICLE 29. SERGEANT PAY FOR OFF-DUTY CALLS

A two-hour (2) minimum shall be paid at the overtime rate to a sergeant who is unexpectedly called at home, while otherwise off duty, by County dispatch or any on-duty County employee regarding County business that requires their immediate attention. If the sergeant is called more than once during the initial two-hour (2) period, any work performed during that initial period shall be considered to be within the initial period and no additional compensation shall be owed. Any calls that have been prearranged or requested in advance shall not be eligible for compensation under this Article.

ARTICLE 30. ASSOCIATION RELEASE TIME

The Association President or designee shall have reasonable time off for association matters, with the approval of the Sheriff. Association release time is limited to one hundred and twenty (120) hours annually. The President or designee shall give management two (2) weeks' notice prior to taking time off.

ARTICLE 31. TAKE-HOME VEHICLES

- A. To facilitate and enhance law enforcement services, and to the extent available, employees shall be assigned a vehicle. Employees must complete their Field Training Officer (FTO) program and live within thirty (30) miles of the County line to take home their assigned vehicle. The taking of vehicles home is intended to serve the Department's operational purposes by enhancing the safety of the public and the deputies through quicker response times.
- B. Vehicles may be unassigned as part of a Performance Improvement Plan (PIP) or due to loss of driving privileges.
- C. Employees who are unable to perform patrol or response functions (including those on light or modified duty) may be prohibited from using their assigned vehicles. The Sheriff may send an employee to retrieve the vehicle or require the employee to park the vehicle at his or her residence until he or she returns to full duty.
- D. Vehicles may be taken away from an employee as a result of the disciplinary process.

ARTICLE 32. INVESTIGATION PAY

Employees assigned to investigations shall receive an additional five percent (5%) above their base rate of pay for all hours worked.

ARTICLE 33. SERGEANT QUALIFICATIONS

For vacancies in the classification of Sergeant the County will initially conduct an internal recruitment. If there are at least three (3) qualified internal candidates the County shall select from one (1) of the internal applicants. In the event there are not three (3) qualified internal candidates the County may conduct an external recruitment.

ARTICLE 34. CANINE CARE PAY

An employee(s) who is regularly assigned responsibility for canine handling and care shall receive three and a half (3.5) hours per week paid at the premium rate equal to time and one half (1.5) of the employee's base hourly rate. This is considered compensation for hours worked under the FLSA for the time spent at his/her residence in caring for the dog during regular days off and during vacation, holiday, sick leave, etc.

The assigned employee(s) to canine duty agrees that the above additional hours provided each week are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate the employee(s) for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings. The assigned canine handler shall receive this "Canine Premium Pay" regardless of their leave status.

An employee(s) assigned as the canine handler will be compensated for travel time to and from, as well as actual time spent, attending canine training with the Department's approved trainer at the premium rate equal to time and one half (1.5) of the employee's base hourly rate if the training falls on the canine handler's normal days off.

ARTICLE 35. MISCELLANEOUS

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered by the Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the Memorandum of Understanding. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without mutual agreement. This Memorandum of Understanding shall remain in full force and effect until a new Memorandum of Understanding is ratified or the County imposes its last, best and final proposal.

ARTICLE 36. SEVERABILITY

Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect.

Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice.

ARTICLE 37. SIGNATURES

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

John Peters
John Peters (Dec 5, 2024 11:10 PST)

John Peters, CHAIR
Mono County Board of Supervisors

Signed by:
Brent Gillespie
B415C17D32CC4DA...

Brent Gillespie
Mono County Deputy Sheriffs' Association

Signed by:
Cory Custer
2AB09372B4BE490...
Cory Custer
Mono County Deputy Sheriffs' Association

Signed by:
Jason Pelichowski
F1C9D35E467A4ED...
Jason Pelichowski
Mono County Deputy Sheriffs' Association

Approved as to Form:

Christopher Beck
Christopher Beck
COUNTY COUNSEL

Approved as to Form:

Signed by:
Tiffany Moran
00D0E4A3B8AE4DE...
Tiffany Moran
ASSOCIATION NEGOTIATOR

