



R20-43

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONO
AND THE MONO COUNTY PROBATION OFFICERS ASSOCIATION (MCPOA)**

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-Milius-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 representatives of the employee bargaining unit known as the Mono County Probation Officers Association ("Association") met, conferred, and reached mutually acceptable terms for a proposed Memorandum of Understanding.

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, attached hereto and incorporated by this reference, effective for the period of July 1, 2019 through June 30, 2023 – is hereby ratified, adopted and approved.

SECTION TWO: The terms and conditions of employment set forth in the Memorandum of Understanding are hereby prescribed for the employees whose classifications are included in the MCPOA bargaining unit.

SECTION THREE: The Chair of the Board is authorized to sign the Memorandum of Understanding.

PASSED, APPROVED and ADOPTED this 5th day of May 2020, by the following vote, to wit:

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

NOES: None.

ABSENT: None.

1
2 **ABSTAIN: None.**

Stacy Corless

3
4 **Stacy Corless, Chair**
Mono County Board of Supervisors

5 **ATTEST:**

APPROVED AS TO FORM:

6 *Shannon Kendall*
7 Shannon Kendall (May 7, 2020)
8 **Clerk of the Board**

9 *Stacy Corless*
10 Stacy Corless (May 7, 2020)
11 **County Counsel**

July 1, 2019 –
June 30, 2023

Memorandum of Understanding
between

COUNTY OF MONO

and

MONO COUNTY PROBATION
OFFICERS ASSOCIATION

COUNTY OF MONO
and the
MONO COUNTY PROBATION OFFICERS ASSOCIATION

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ARTICLE 1. PARTIES, PURPOSES, AND DEFINITIONS

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 Mono County Probation Officers Association (the Association).

B. 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 Employees; 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 the Association and County as a result of good faith negotiations. The MOU requires the approval of the Mono County Board of Supervisors and the Association prior to its execution and implementation.

C. Definitions

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

- (1) "Association" means the employee bargaining unit (or "representation unit") known as the Deputy Probation Officers Association , which is defined below.
- (2) "Base Rate of Pay" means the Employee's current step hourly rate of pay as identified in Appendix "A."
- (3) "Call Back" occurs when an Employee is called into work at a time other than his or her regularly-scheduled work shift pursuant to paragraph A of Article 18 of this MOU. An extended shift is not a Call Back.
- (4) "Call Out" occurs when an Employee who is On Call is required to perform work within the Call Out assignment pursuant to paragraph B of Article 18.
- (5) "Compensatory Time Off" or "CTO" is time off in lieu of overtime pay. Unless otherwise provided, one and one-half (1 ½) hours of CTO is earned for each hour of overtime worked.
- (6) "Confidential Employee" means any Employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions with respect to employer-employee

relations.

- (7) "County" means the County of Mono, a political subdivision of the State of California.
- (8) "Employee" means those full-time Mono County employees whose job classifications are included in the Association bargaining unit. Employees are covered by the terms of this MOU.
- (9) "Extended Shift" means that period of time during which an Employee remains working beyond their normally-scheduled shift, at the direction of their supervisor or Department Head.
- (10) "Deputy Probation Officers the Association)" means the recognized bargaining unit consisting of the classifications of Deputy Probation Officer I/II/III, Deputy Probation Officer IV, Deputy Probation Officer V, and Probation Aide I/II. The Association does not include the job classifications of Chief Probation Officer or any position that is, or becomes, an at-will position during the term of this MOU.
- (11) "FLSA-Exempt Employee" means an Employee whose employment is exempt from the payment of overtime under the federal Fair Labor Standards Act (FLSA) and any applicable state law.
- (12) "Health Care Benefits" means the medical, dental, and eye-care benefits provided to Employees and their dependents by County pursuant to this MOU.
- (13) "MOU" means this Memorandum of Understanding between the Association and the County.
- (14) "On Call" means that period of time during which an Employee who is not exempt from the Fair Labor Standards Act (FLSA) is assigned to be available for duty. During that period, the Employee has free use of his or her time with the exception that he or she is required to be available for duty by telephone or two-way radio during the entire period of the assignment.
- (15) "Post-Retirement Health Beneficiary" or PRHB means a former County Employee who, for purposes of Article 11 of this MOU:
 - was hired prior to or on January 1, 1986, retired at age fifty (50) or older and held permanent and continuous employment status with the County for at least five (5) years immediately preceding retirement;
 - was hired between January 1, 1986 and June 30, 1987, retired at age fifty (50) or older and held permanent and continuous employment status with the County for at least ten (10) years immediately preceding retirement;
 - was hired between July 1, 1987 and December 31, 1995, retired at age fifty (50) or older and held permanent and continuous employment status with the County for at least fifteen (15) years immediately preceding retirement;

- or
 - was hired between January 1, 1996 and January 1, 2002, retired at age fifty-five (55) or older and held permanent and continuous employment status with the County for at least twenty (20) years immediately preceding retirement.
- (16) "Regular Rate of Pay" means the Base Rate of Pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate and for which the Employee qualifies under this MOU.
- (17) "Retiree" means a former County employee whom CalPERS considers to be a County retiree/annuitant under applicable law, but who is not a Post-Retirement Health Beneficiary as described in this MOU.

ARTICLE 2. TERM

This MOU shall be in effect from July 1, 2019 and shall remain in effect until 12:00 midnight on June 30, 2023.

ARTICLE 3. RECOGNITION

County recognizes the Association as the sole and exclusive representative for full-time employees of the Mono County Deputy Probation Officers Association, comprised of the classifications of Deputy Probation Officer I/II/III/IV/V and Probation Aide I/II.

ARTICLE 4. ASSOCIATION 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 Association 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 ("MMBA"). County shall not intimidate, restrain, coerce, or discriminate against any Employee because of the exercise of any such rights.
- B. One (1) Association 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 Association.

ARTICLE 5. EMPLOYEE RIGHTS

Employees covered by this MOU shall have and enjoy all rights and benefits conferred by the Meyers-Milias-Brown Act ("MMBA"), the Public Safety Officers Procedural Bill of Rights Act ("POBR") as applicable, other applicable state and federal laws, and by this MOU.

Notwithstanding the foregoing, any non-POBR covered Employee shall instead be subject to Article 5 ("Employee Rights") of the Memorandum of Understanding between the County of Mono and the International Union of Operating Engineers, Local 39, AFL-CIO on behalf of the Mono County Public Employees (the "MCPE MOU").

ARTICLE 6. HEALTH INSURANCE AND DISABILITY INSURANCE

A. Health Insurance

The County shall continue to pay only the statutory amount prescribed by Government Code section 22892 per Employee per month, directly to PERS, for medical insurance.

B. Disability Insurance

The County shall enroll Employees in the State Disability Insurance (SDI) program and shall pay all premiums.

If 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 9); and
- (2) The medical portion of Social Security.

- C. Alternatively, if the Association desires its own disability insurance coverage, the County will contribute its current cost for SDI coverage toward such alternative coverage. If the Association exercises its option to secure its own disability insurance coverage, the County shall undertake or incur no duties or obligations with respect to securing and administering such separate coverage. The Association shall be solely and independently responsible for selecting, implementing and administering such disability insurance, including but not limited to making all required payments and submissions, and conducting all communications with Employees and others concerning and related to such coverage.

ARTICLE 7. DENTAL CARE PLAN

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

ARTICLE 8. 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 9. CAFETERIA PLAN

I. Up to and through December 31, 2020

- A. Up to and through December 31, 2020, the County will continue to contribute into the Cafeteria Plan for any full-time Employee (or part-time Employee hired prior to July 1, 2011) 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), based on the Employee's state or county of residence, minus the statutory amount prescribed by Government Code section 22892 which the County will pay directly to PERS and also minus the amount specified below which shall be contributed by the Employee:

Employee Contribution

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

In no event will the County pay an amount that would exceed the minimum amount necessary for the County to ensure coverage for the Employee or which would result in the Employee receiving cash back. The County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the Employee authorizing a payroll deduction for their required contribution.

- B. Up to and through December 31, 2020, for any part-time Employee hired after September 1, 2011, who is enrolled in CalPERS medical insurance, the County will contribute into the Cafeteria Plan one of the following reduced percentages of the PERS Choice premium for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to PERS and also minus the Employee contribution specified above:

Less than .5 FTE:	0% (No County contribution)
.5 - .74 FTE:	50% of the PERS Choice Premium
.75 FTE - .89 FTE:	75% of the PERS Choice Premium

FTE status shall be based on the 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 Employee shall be contributed by that Employee through a payroll deduction. The County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the Employee authorizing that payroll deduction. This subsection (B) shall also apply to any full-time Employee whose position changed to part-time status on the list of allocated positions after September 1, 2011, or who transferred to such a position after September

1, 2011 and shall remain in effect until such time as the Employee returns to a position allocated as full-time.

II. Commencing January 1, 2021

- A. Effective January 1, 2021, the County will contribute up to the following amounts, based on the coverage tier in which the Employee is enrolled, into the Cafeteria Plan on behalf of each Employee who is enrolled in CalPERS medical insurance, regardless of the plan in which the Employee is enrolled (i.e., PORAC, PERS Choice, PERS Select or PERS Care) *minus* the statutory amount prescribed by Government Code section 22892 which the County shall pay directly to PERS (the "Maximum County Contribution"):

Maximum County Contribution for Full-Time Employees (and Part-Time Employees hired prior to July 1, 2011):

Single:	Up to \$689.00 (minus statutory amount paid directly to PERS)
Two-Party:	Up to \$1378.00 (minus statutory amount paid directly to PERS)
Family:	Up to \$1791.00 (minus statutory amount paid directly to PERS)

Maximum County Contribution for Part-Time Employees hired on or after July 1, 2011:

Less than 0.5 FTE:	0% (no County Contribution)
0.5 FTE – 0.74 FTE:	50% of the Maximum County Contribution for the coverage tier in which the Employee is enrolled.
0.74 FTE – 0.89 FTE:	75% of the Maximum County Contribution for the coverage tier in which the Employee is enrolled.

- B. Commencing on January 1, 2021, and on each January 1 thereafter that this MOU is in effect, the amount of the Maximum County Contribution shall be adjusted by the average of the change in premium cost of the PORAC, PERS Choice, PERS Care and PERS Select insurance plans for the applicable coverage tier from the year just ended. In other words, if the premiums of those four plans for the family coverage tier increase by 10%, 5%, 3% and 0%, respectively, over the prior year, then on January 1, the amount of the County Contribution, plus the amount contributed to the County directly to PERS under Government Code section 22892, would increase by a total of 4.5%.
- C. Any Employee enrolled in CalPERS medical insurance with a premium that is less than the Maximum County Contribution for the coverage tier in which the Employee is enrolled, will receive as cash back an amount equal to fifty percent (50%) of the difference between the Maximum County Contribution and the actual premium, which is taxable income paid biweekly with the Employee's regular salary.
- D. Employees who have, and attest annually in writing that they have, alternative minimum essential coverage (other than coverage through Mono County, coverage in the individual market or individual coverage through Covered California) for themselves and all individuals for whom they expect to claim a personal exemption deduction for

the tax year ("Tax Family") will receive a payment of three hundred dollars (\$300) per month in lieu of the Maximum County Contribution. This amount will be pro-rated and paid biweekly with the Employee's regular salary. In lieu payments are taxable. Notwithstanding anything to the contrary in this paragraph, if the County knows or has reason to know that an Employee or any individual in that Employee's Tax Family does not have alternative minimal essential coverage, then no in-lieu payment shall be made and the Employee shall be required to enroll in CalPERS medical coverage.

ARTICLE 10. 401(a) PLAN

- A. Any Employee hired on or after January 1, 2002, shall not be eligible to earn or receive the Post-Retirement Health Benefits provided by Article 11, 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 Employee hired prior to January 1, 2002, may also elect to receive County contributions into a Section 401(a) Plan under this Article, by waiving and relinquishing any present or future rights to receive the Post-Retirement Health Benefits provided by Article 11.
- B. County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each Employee electing to participate under this Article equal to the amount contributed by that Employee from his or her own pre-tax salary 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 contributes 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 contributes 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 participating 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. HEALTH BENEFITS FOR RETIREES AND POST-RETIREMENT HEALTH BENEFICIARIES

A. Retirees

Retirees hired on or after January 1, 2002, or who have waived their rights to Post-Retirement Health Benefits in exchange for County contributions to a 401(a) Plan under Article 10, who enroll in CalPERS medical insurance shall receive the statutory amount prescribed by Government Code section 22892 per month, which shall be paid directly by the County to PERS.

B. Post-Retirement Health Beneficiaries

(1) Medical: Post-Retirement Health Beneficiaries (PRHB) who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County’s Cafeteria Plan computed as follows:

(a) If the PRHB retired between December 31, 2001, and July 1, 2011, 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 for the residency and coverage tier in which the PRHB is enrolled minus the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS. **Cash back**: A PRHB qualifying under this subparagraph who is not enrolled in CalPERS medical insurance but provides the County with written proof of comparable insurance shall receive a flexible credit allowance of \$300 per month, provided they were receiving such a credit allowance at the time of their retirement and that such payment does not threaten the Cafeteria Plan’s compliance with applicable laws.

(b) If the PRHB retired after July 1, 2011, 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 for the residency and coverage tier in which the PRHB 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 PRHB was contributing toward their medical insurance premiums as an active employee immediately prior to retirement. For example, if an Employee was contributing \$50 per month toward 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 as a PRHB pursuant to this section. 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 PRHB was contributing as an active employee does not vary.

- (2) Dental and Vision: Post-Retirement Health Beneficiaries and one dependent (as defined in the dental and vision care insurance policies) shall be provided the same dental and vision benefits provided to Employees under Articles 7 and 8.

ARTICLE 12. VACATION LEAVE

A. Accrual

Vacation accrual rates for Employees shall be as provided in the Mono County Personnel Rules as may be amended or superseded.

B. Maximum Accrual

If an Employee's accumulated vacation hours exceed 350 at any time, then that Employee's vacation accrual will cease until their accrued vacation hours fall at or below 350 hours. Once the Employee's accumulated vacation hours fall at or below 350 hours, then their accrual of vacation will recommence for the remainder of the calendar year.

C. Compensation

Any Employee who has a minimum of 80 accrued 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. Employees shall accrue eight (8) hours of sick leave per month of full-time service.
- B. Employees may elect to use accrued leaves after sick leave or workers' compensation is exhausted.

C. Accrued Sick Leave – Employees Hired Before January 1, 2020

Employees hired before January 1, 2020, may be compensated for a maximum of one hundred and twenty (120) sick leave days (960 hours) upon separation from County 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 for 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 sickleave.
- (3) If the Employee has worked for County for 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.
- (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 termination.

D. Compensation for Accrued Sick Leave - Employees Hired After January 1, 2020

Employees hired after January 1, 2020, and who have worked for the County for more than five (5) years, may be compensated for a maximum of one hundred and twenty (120) sick leave days (960 hours) upon separation from County. The Employee shall be paid twenty-five percent (25%) of the dollar value of the accrued sick leave. 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.

E. Compensation for Accrued Sick Leave – Retirement Service Credit Option

If an Employee does not wish to cash out their sick leave upon retirement, the Employee may choose to convert any unused sick leave hours to service credit upon retirement.

ARTICLE 14. LONGEVITY COMPENSATION (Only applicable to employees hired before July 1, 2011)

Any Employee hired before July 1, 2011, shall receive longevity pay of 6.5% of base pay after 12

years of continuous County service. The total amount of longevity pay received by any Employee shall not exceed 6.5% of base pay (i.e., if the Employee currently receives 2.5% longevity, then after 12 years of service, that Employee shall receive an additional 4% longevity pay).

ARTICLE 15. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

A. Out-of-Class Pay

If an Employee assumes the duties of a position, other than that of Probation Chief, entailing greater responsibility than his or her presently assigned position, that Employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the time the Employee carries out the other duties, when all of the following conditions occur:

- (1) The Employee received written direction to assume the other duties by the Probation Chief or designee;
- (2) In each assumption of duties entailing greater responsibility, the performance of such duties must be for a period of at least two (2) consecutive workdays; and
- (3) The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors.

B. Acting Probation Chief Pay

If an Employee assumes the duties of Acting Probation Chief, that Employee shall receive a ten percent (10%) increase in pay during the time the Employee serves as Acting Chief, when all the following conditions occur:

- (1) The Probation Chief appoints the Employee, in writing, to serve as Acting Probation Chief for a limited period of time described in the written appointment;
- (2) The Probation Chief has not retained any job responsibilities or functions during the period of appointment (i.e., the Chief is not consulting with staff, answering emails or performing any job-related functions); and
- (3) In each assumption of the duties of Acting Probation Chief, the performance of such duties must be for a period of at least two (2) consecutive workdays.

C. Pursuant to Government Code Section 20480, no Employee may assume the duties of

a position entailing greater responsibility, or serve as Acting Probation Chief, for more than 960 hours in any fiscal year.

ARTICLE 16. RELEASE TIME

- A. Chief Stewards shall have reasonable time off with pay for Association matters (not to exceed a total of seven (7) persons). Chief Stewards shall provide management two (2) weeks' notice prior to taking time off.
- B. Association members may attend semi-annual Association membership meetings during working hours without loss of pay provided:
 - (1) Attendance is verified by signature roster, prepared and certified by the Association, a copy of which shall be supplied to the County upon 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. WORKSITE SAFETY

A. Safety Equipment

- (1) County shall purchase or replace the following minimum issue of such equipment for Employees requiring such equipment for health and safety or job requirement purposes:
 - (a) firearm (40 caliber/semi-automatic, 9 mm or equivalent equipped with two additional ammunition magazines);
 - (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) bullet-proof vest;
 - (h) OC pepper spray and holder;
 - (i) handcuffs and handcuff holder;
 - (j) transport belt;
 - (k) ankle cuffs;
 - (l) puncture-proof search gloves;
 - (m) flashlight;

- (n) field attire (e.g., jacket or shirt) to identify covered employee as a probation officer;
- (o) first aid/AIDS protection kits for Probation Department vehicles;
- (p) two-way radios for Probation Department vehicles (in order for officers to be in contact with dispatch)

Additionally, in the discretion of the Chief, Employees may be supplied with an ASP baton and/or taser.

- (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 Employee to whom it was issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued 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. The Probation Department Head 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 Probation Department Head and copies shall be transmitted by Employees who file them to Union. Should the complaint be unresolved at the Probation Department Head level, an appeal of the matter shall be heard by the Worksite Safety Committee, which shall work with the Employee(s), Probation Department Head, supervisor(s) and other Association and management representatives to resolve the matter.

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 Association.

ARTICLE 18. CALL-BACK – ON CALL

A. Call Back

An 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 two (2) hours of overtime. Should the duration of the call back exceed two (2) 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.

B. On Call

- (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. An Employee is called out when the Employee is required to perform any work that is within the call-out assignment, including telephone counseling or other county business conducted by telephone which does not require the Employee to leave the Employee's residence or location. If the Employee is called out more than one time during the initial two-hour period, such call out(s) are included in the initial two-hour period and no additional compensation is owed.
- (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 19. OVERTIME (Not applicable to FLSA-exempt Employees)

A. Calculation of Overtime

For time actually worked in excess of forty (40) hours per week, Employees shall be paid overtime in accordance with Fair Labor Standards Act (FLSA). Accordingly, and notwithstanding any contrary provision of the County Code or personnel rules, use of any form of leave or compensatory time off (CTO) during a work week shall NOT be counted as hours actually worked for purposes of determining whether that Employee has worked more than 40 hours that week..

Any Employee who actually works over forty (40) hours in a workweek may elect to be credited back any CTO or leave time taken during that workweek prior to knowing that they would actually work more than forty (40) hours. If the Employee does not opt for such a credit, they shall be paid straight time for such CTO or leave time utilized.

B. Accumulation of Compensatory Time

- (1) Employees may accumulate up to one hundred and twenty (120) hours of 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 cashed out. Once the Employee makes the election, it cannot be

changed.

C. Holiday Overtime Pay

Employees who work more than eight (8) hours on designated County holidays will be paid overtime for those hours in excess of eight (8) hours at two (2) times the regular rate.

D. 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 is 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. All such travel time shall be considered "hours worked", whether or not the Employee is operating a vehicle or riding as a passenger. However, in any work week in which such travel occurs, management may reduce the traveling Employee's regular work hours in order to avoid or minimize overtime for that week. For example, if an Employee travels eight hours on a Sunday as a passenger to attend a seminar, that time will be counted as hours worked, but management may reduce the Employee's regular work hours later in the same work week by eight hours, so that no overtime is owed as a result of the travel.

ARTICLE 20. PERS RETIREMENT BENEFITS AND CONTRIBUTIONS

A. The County shall continue its participation in the California Public Employees' Retirement System ("CalPERS"). Benefits and contributions shall continue to be as provided in the County's contract with CalPERS, as summarized below. In the event of an inconsistency between the County's contract and the below summary, the contract shall govern.

- Retirement Tier 1 – Employees hired on or before June 30, 2004, Classic Members as defined by CalPERS, 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 Employees pay the entire CalPERS employee contribution.
- Retirement Tier 2 – Employees hired between July 1, 2004 and December 31, 2012, also Classic Members as defined by CalPERS, 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 Employees pay the entire CalPERS employee contribution.
- Retirement Tier 3 – Employees hired on or after to January 1, 2013, or New Members as defined by CalPERS, (except those hired within six months of separation from employment with a public employer with pension system reciprocity, who are

eligible for the retirement plan in effect on December 31, 2012 (Retirement Tier 2)), receive the 2.7% @ 57 retirement formula and highest thirty-six (36) month average final compensation period, as mandated by the Public Employees' Pension Reform Act of 2013 ("PEPRA"), 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 Employees pay half of the total normal cost of the retirement plan as determined annually by CalPERS.

- B. The County shall continue to implement the IRS 414H2 program for Employees in order to facilitate, and provide for tax deferred payment of, the Employees' PERS contributions.

ARTICLE 21. WAGES

- A. Effective July 1, 2019, Employees shall receive an equity adjustment of 4.2 % of their Base Rate of Pay.
- B. Effective July 1, 2019, Employees shall receive a cost of living adjustment (COLA) of two percent (2%) of their Base Rate of Pay.
- C. Effective July 1, 2020, Employees shall receive an additional equity adjustment of 4.2% of their Base Rate of Pay.
- D. Effective July 1, 2020, Employees shall receive a cost of living adjustment (COLA) of two percent (2%) of their Base Rate of Pay.
- E. Effective July 1, 2021, Employees shall receive a cost of living adjustment (COLA) of two percent (2%) of their Base Rate of Pay.
- F. Effective July 1, 2022, Employees shall receive a cost of living adjustment (COLA) of two percent (2%) of their Base Rate of Pay.
- G. The salary schedule shall consist of five (5) steps, each step equivalent to five percent (5%) above the prior step, but not to exceed the top range for the position identified in Appendix A. Advancement of steps shall be automatic upon the Employee's anniversary date and a satisfactory annual evaluation. Employees now at a half-step (e.g., AA, BB) shall advance to the next full step on their first anniversary date and to the next full step thereafter. No time worked while step increases were frozen pursuant to a previous MOU shall be counted for purposes of determining any step increases provided by this MOU.
- H. All Employees will utilize direct deposit of payroll checks.

ARTICLE 22. EDUCATION INCENTIVE PROGRAM

- A. Employees who wish to enroll in job-related or promotion-oriented courses shall be reimbursed by County for allowable expenses related to the courses (which includes courses for certifications, licensures, CEU's, and online 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 its equivalent.

ARTICLE 23. MEMBERSHIP DUES

- A. Upon notification to the County by the Association that an Employee has elected to participate in the Union, the County will deduct Union dues from Employees' paychecks as directed by Union and transmit such dues to the Union monthly.
- B. The amount of membership dues shall be set by the Union. In the event of a change in the amount of dues, the Union shall promptly notify the County in writing of the new amount and the County will implement the new dues as soon as reasonably practicable.
- C. Under no circumstances is membership in the Union a condition of County employment.

- D. Union shall defend, indemnify and hold County harmless from any and all claims against County resulting from or arising out of the provisions of this Article, or the County's implementation thereof, except where it is determined that County has acted intentionally or with malice or actual fraud.

ARTICLE 24. MISCELLANEOUS PROVISIONS

A. Entire Agreement

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

B. Work Schedules

Employees will be assigned to a "4-10", "5-8" or "9-80" work schedule, as approved by the Probation Chief. The work schedule will generally fall between Monday through Friday. If an Employee works on a weekend, that Employee shall not be entitled to overtime pay unless they have worked more than 40 hours in that workweek.

C. Severability

If any Article or Section of this MOU is held 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 MOU 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 25. NO-LOCKOUT AND NO-STRIKE CLAUSE

During the term of this MOU, County agrees that it will not lock out Employees; and Association agrees that it will not engage in, encourage or approve any strike, slowdown or other work stoppage. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Article, recognizing with County that all matters of controversy within

the scope of this MOU shall be settled by established grievance procedure.

ARTICLE 26. NON-DISCRIMINATION

- A. The County recognizes all legal rights of all Employees, including the right 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, and the Meyers-Milias-Brown Act. The County shall not intimidate, restrain, coerce, or discriminate against any Employee because of the exercise of any such rights.
- B. 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 Association.
- C. The provisions of this MOU shall apply to all Employees without discrimination because of race, religious creed, age, color, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, disability, genetic information, medical condition, marital status, military status or veteran status. In addition, the County shall not retaliate because of 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.
- D. The parties to this MOU agree to comply with all applicable state and federal non-discrimination laws.

ARTICLE 27. MANAGEMENT RIGHTS

- A. All management rights and functions, except those which are expressly abridged by this MOU, are expressly reserved by County. County may act by and through its County Administrator in exercising any management rights or powers with respect to an Employee, including but not limited to any rights or powers otherwise conferred by the County Code or County Personnel Policies on any department head or appointing authority. In the event of a conflict between the County Administrator and an Employee's department head or appointing authority, the County Administrator's decision shall prevail.
- 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. County shall continue to exercise the authority vested in it by County Code and Personnel Rules & Policies, as they may be amended from time to time. The explicit provisions of this MOU, 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 28. PERSONNEL RULE REVISIONS

Association agrees to the revised personnel rules attached to this MOU as Appendix B, which revisions shall supersede the provisions previously agreed upon by Association and County. Notwithstanding any other provision of this MOU, the parties agree that County may during the term of this MOU propose revisions to such rules and/or additional personnel rules, provided that County allows an appropriate opportunity for affected employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Milias-Brown Act. Association agrees that once the County has duly adopted any such new and /or revised personnel rules, such rules shall apply to all Employees.

ARTICLE 29. BILINGUAL PAY

- A. County shall provide two tiers of bilingual pay based on the degree of fluency needed by the County and demonstrated by an Eligible employee. Bilingual pay for the tier requiring the highest level of fluency ("Tier 1") will be \$250 per month, and bilingual pay for the tier requiring the lower level of fluency ("Tier 2") will be \$125 per month. The County shall determine the level of fluency required for each tier.
- B. The County shall determine its needs for such bilingual communication skills, including which positions qualify for pay under this paragraph and which specific languages other than English are needed for such positions. The County may also require testing of bilingual fluency as it deems desirable, as a prerequisite for being eligible to receive bilingual pay. All other things being equal in offices where the County determines that only one bilingual person is necessary, but multiple persons in that office possess the needed bilingual skills and desire bilingual pay, then the County shall equitably rotate

bilingual assignments among those persons so that each has an opportunity to earn bilingual pay during the period of such assignment.

ARTICLE 30. SPECIAL ASSIGNMENT PAY

Up to one (1) Deputy Probation Officer assigned as a Firearms Instructor shall receive an additional two and a half percent (2.5%) of his/her Base Rate of Pay.

EXECUTION

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

For the County of Mono



Robert Lawton
Acting County Administrative Officer



Dave Butters (May 13, 2020)

Dave Butters
Human Resources Director



Stacey Simon (May 13, 2020)

Stacey Simon
County Counsel



Janet Dutcher
Director of Finance

For the Association



Erin Van Kampen (May 20, 2020 14:28 PDT)

Erin Van Kampen
Association Negotiating Member



Jazmin Barkley (May 20, 2020 15:29 PDT)

Jazmin Barkley
Association Negotiating Member



Dylan Whitmore (May 20, 2020 14:53 PDT)

Dylan Whitmore
Association Negotiating Member



Amanda Wagner (May 20, 2020 15:34 PDT)

Amanda Wagner
Association Negotiating Member