



R17- 43

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A REVISED MEMORANDUM OF UNDERSTANDING
AND SIDE LETTERS
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 the compensation, appointment, and conditions of employment of county employees; and

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

WHEREAS, County representatives and the Mono County 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

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

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

SECTION ONE: The proposed Memorandum of Understanding between the County of Mono and the Association, a copy of which is attached hereto as Exhibit A – effective for the period of January 1, 2017 through December 31, 2021 – is hereby ratified, adopted and approved.

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

SECTION THREE: The terms and conditions of employment set forth in Exhibits A and B are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit and shall supersede and replace, in their entirety, the MOU and side letters between the County of Mono and the Association entered into on or around April 11, 2017, which shall be null and void.

MEMORANDUM OF
UNDERSTANDING

BETWEEN

COUNTY OF MONO

AND

MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION



JANUARY 1, 2017 THROUGH DECEMBER 31, 2021

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

JANUARY 1, 2017, THROUGH DECEMBER 31, 2021

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" shall include 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, 2017, and shall remain in full force and effect through 12:00 midnight on December 31, 2021.

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. Notwithstanding anything to the contrary in the Personnel Rules, all current employees as of the effective date of this MOU shall have their anniversary dates on July 1 for the purpose of advancement within the salary schedule.
- C. Employees are required to utilize direct deposit of their payroll checks.
- D. Employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set.

E. As soon as practical, the County will implement bi-weekly pay periods.

ARTICLE 6. SALARY

Effective January 1, 2017, all classifications shall receive an equity adjustment of five percent (5%).

Effective January 1, 2017, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2018, all classifications shall receive a cost of living adjustment of two percent (2%).

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

Effective January 1, 2020, all classifications shall receive a cost of living adjustment of three percent (3%).

Effective January 1, 2021, 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, will continue to receive longevity pay, but the percentage 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 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 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.

Cost Share Agreement – Employee contributions to the employer's portion are credited to each employee's account as a normal contribution under section 20516 on a pre-tax basis. In the event it is ever determined by applicable taxing authorities that income tax is owed on the three percent (3%) portion of the employer's contribution paid by the employee, then the County shall reimburse the employee the amount of the tax paid on that three percent (3%).

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.

ARTICLE 11. DENTAL CARE PLAN

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

ARTICLE 12. VISION CARE PLAN

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

ARTICLE 13. CAFETERIA PLAN

Effective January 1, 2018, 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. Effective January 1, 2018, 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 Choice 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. RETIREE HEALTH SAVINGS ACCOUNT

The County shall implement ICMA VantageCare effective July 1, 2018, to provide a vehicle for retiree medical.

Employees shall contribute one percent (1%) of their base rate of pay per pay period into their ICMA VantageCare account. The Association may increase the employee's contribution annually on January 1.

The County shall contribute one percent (1%) of the employee's base rate of pay per pay period into their ICMA VantageCare account.

For all employees hired after May 1, 2001, the County shall contribute an additional two percent (2%) of the employee's base rate of pay per pay period into their ICMA VantageCare account.

The County shall pay the twenty-five dollars (\$25.00) administrative fee. The VantageCare account shall be available to employees upon separation of employment.

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 July 1, 2018, employees, who have vacation leave balances in excess of three hundred (300) hours annually on July 1, shall have those hours in excess of three hundred (300) hours converted to cash and deposited into the employee's ICMA VantageCare account.

ARTICLE 24. SICK LEAVE

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

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

ARTICLE 25. EDUCATIONAL INCENTIVE PAY

- A. Employees shall receive 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 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 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. 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 35. 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.

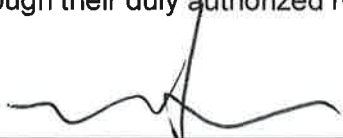
Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice.

ARTICLE 36. SIGNATURES


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




STACY CORLESS, CHAIR
Mono County Board of Supervisors




MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:


Stacey Simon
COUNTY COUNSEL



DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association



Michael Jarvis
ASSOCIATION NEGOTIATOR

Exhibit B
MCDSA MOU

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

Article 13 below shall remain in effect from January 1, 2017 through December 31, 2017.

ARTICLE 13. CAFETERIA PLAN

Upon implementation of this MOU (or as soon as reasonably practicable) and thereafter, 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, which shall be contributed by the employee:

| | Employee Contribution |
|------------|-----------------------|
| One-Party | \$25.00/month |
| Two-Party: | \$50.00/month |
| Family: | \$100.00/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.

A. 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 13 (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 MOU ratification, or who transfers to such a position after MOU ratification; 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.

EXCEPTION: Notwithstanding the foregoing, any Boating Safety Officer employee shall only be entitled to COUNTY Cafeteria Plan contributions under this Article 13 during those seasonal months in which he or she actually performs boating safety work for the COUNTY.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ___ day of May, 2017.



STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:



Stacey Simon, County Counsel

Michael Jarvis, Association Negotiator

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

Due to the impact of the salary freezes and time with the County, the County and the Association have agreed to advance Cory Custer from Step B to Step C effective January 1, 2017.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ___ day of May, 2017.



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

The County and the Association have agreed to create a new sick leave bank (Sick-A) for Tim Minder, Gary Williams, Richard Hahn and Jeff Beard and to move all of their existing sick leave to Sick-A. Upon retirement, Minder, Williams, Hahn and Beard may move any sick leave accrued from the date of this side letter into Sick-A and cash out all sick leave in Sick-A to a maximum of 960 hours, at their regular rate of pay.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ____ day of May, 2017.



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Article 14 below shall remain in effect from January 1, 2017 through June 30, 2018.

ARTICLE 14. 401(a) PLAN.

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 16.

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.

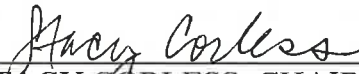
The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

| <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% |

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.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ___ day of May, 2017.

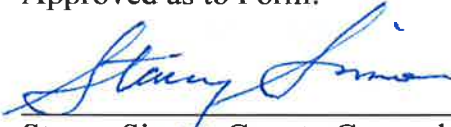


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Approved as to Form:



Stacey Simon, County Counsel


Approved as to Form:

Michael Jarvis, Association Negotiator

**Side Letter
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The Association and the County are interested in ensuring that all CalPERS employee contributions are made on a pre-tax basis and that employee contributions to the employer's portion are credited to each employee's account as a normal contribution under section 20516. As soon as administratively possible, the County shall contact CalPERS to administer an election for the CalPERS cost share contract amendment to convert the employee's contribution to nine percent (9%) of the CalPERS employee's share plus three percent (3%) of the CalPERS employer's share, pursuant to section 20516. This shall not apply to New Safety Members, as defined by CalPERS, hired on or after January 1, 2013. In the event it is ever determined by applicable taxing authorities that income tax is owed on the three percent (3%) portion of the employer's contribution paid by the employee, then the County shall reimburse the employee the amount of the tax paid on that three percent (3%).

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ____ day of May, 2017.



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