

**May 15, 2018**  
**Regular Meeting**  
**Item # 7b**

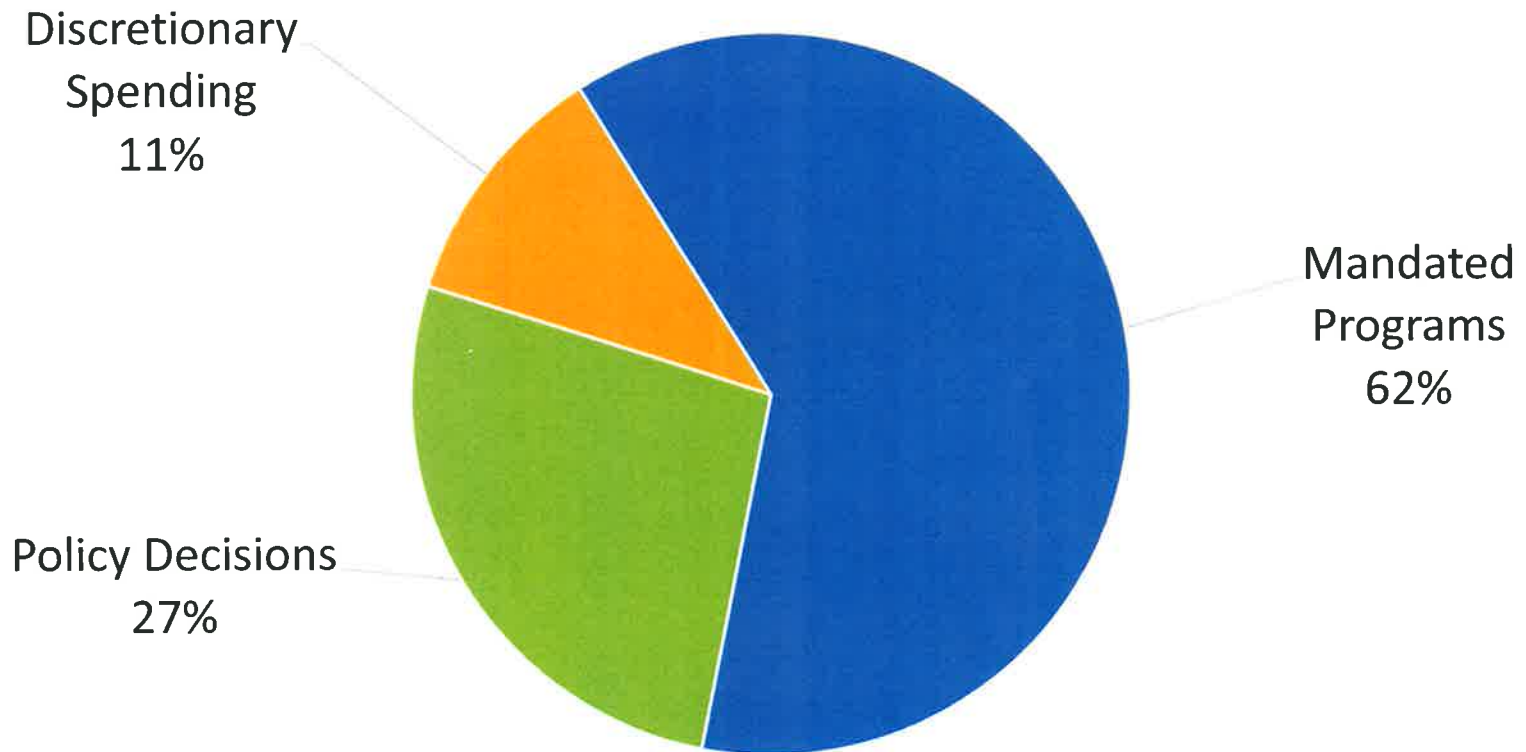
**Finance**

**FY 18/19 Budget Update**  
**Presentation**

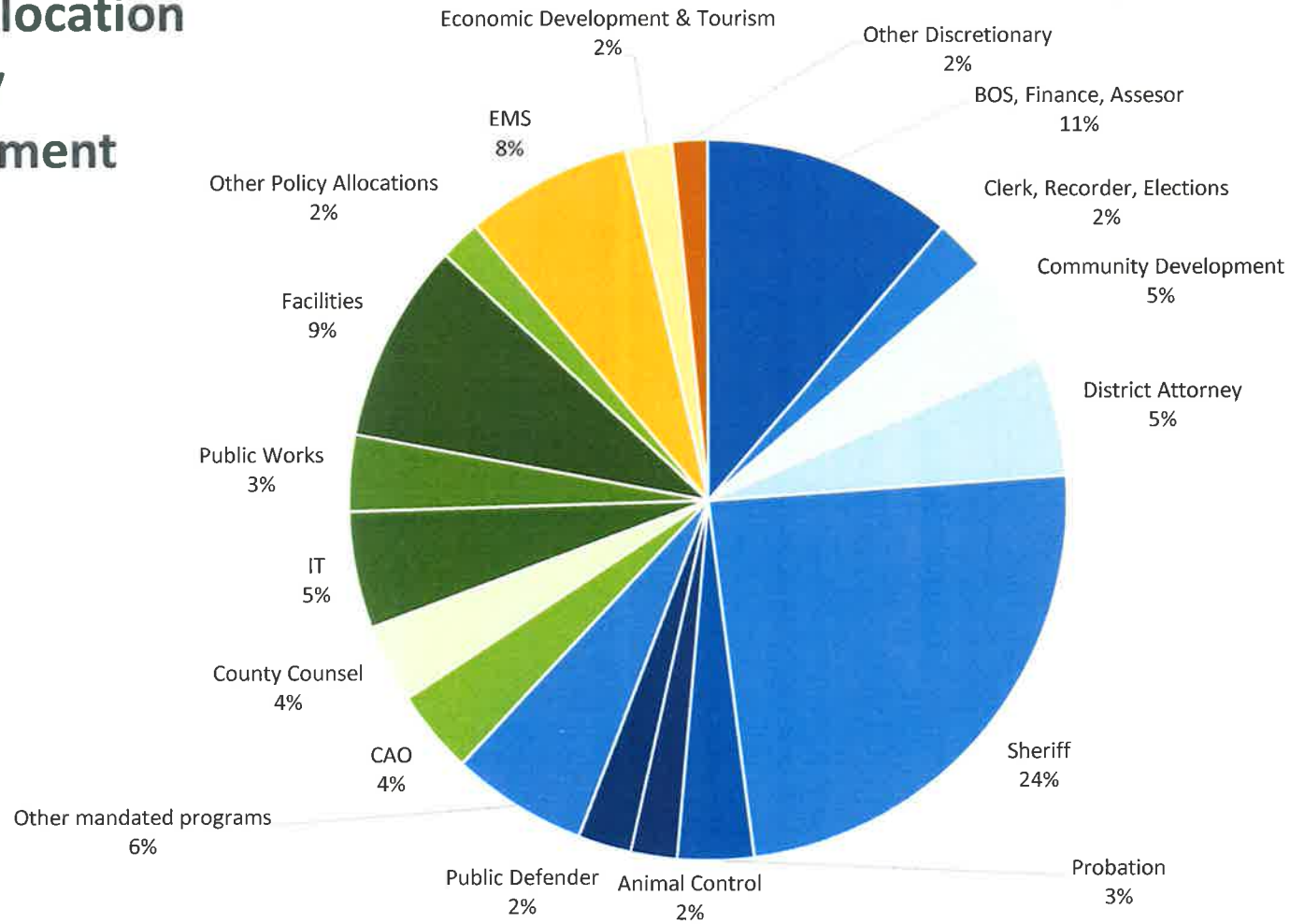
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## Allocation of Discretionary Revenue

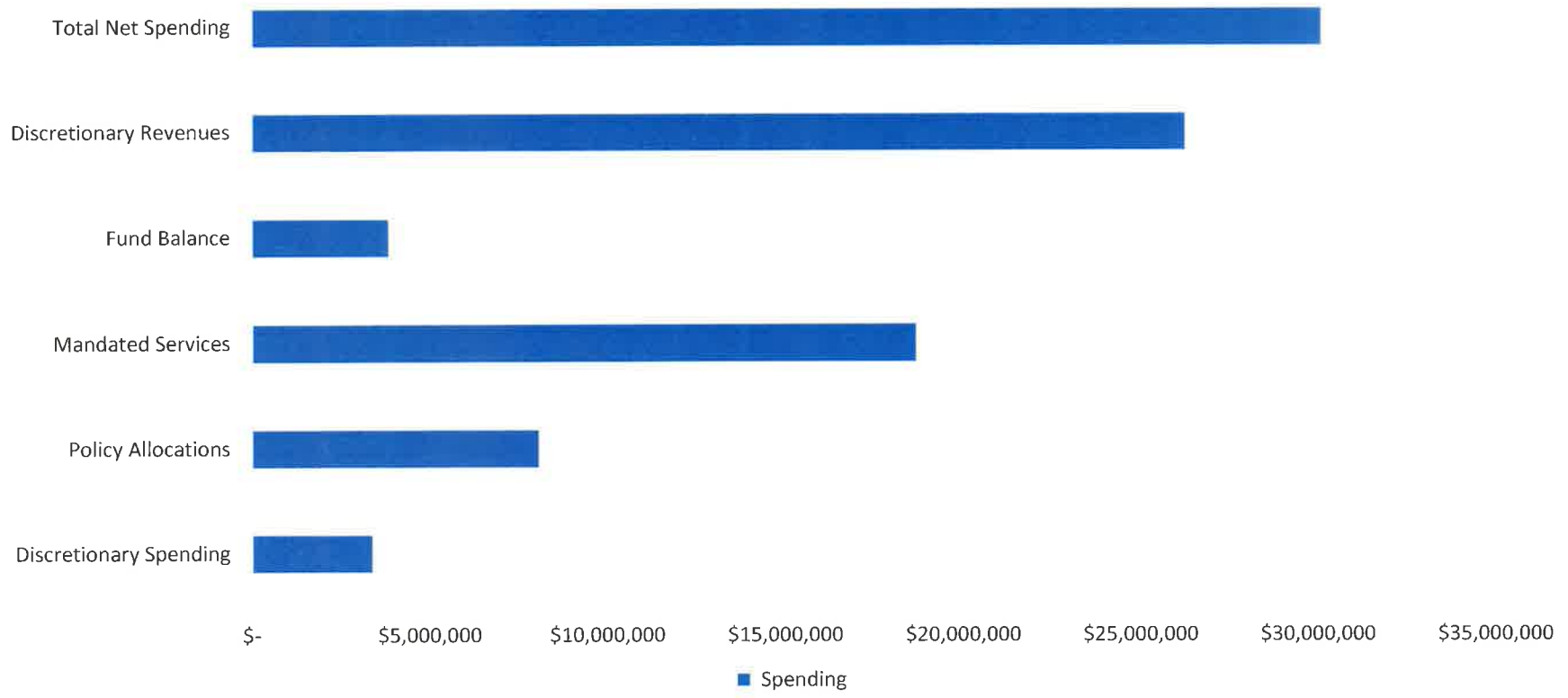


# Budget Allocation By Department





# Spending Relationships



category	budget unit	FY 2018 BUDGET	ONE-TIME	ON-GOING	%
MANDATED	BOS	(514,997)	-	(514,997)	1.71%
MANDATED	FINANCE	(2,072,747)	(167,989)	(1,904,758)	6.33%
MANDATED	ASSESSOR	(992,241)	-	(992,241)	3.30%
MANDATED	PUBLIC DEFENDER	(722,445)	-	(722,445)	2.40%
MANDATED	CLERK/RECORDER	(433,189)	640	(433,829)	1.44%
MANDATED	ELECTIONS	(50,143)	224,000	(274,143)	0.91%
MANDATED	ANIMAL CONTROL	(636,657)	(10,000)	(626,657)	2.08%
MANDATED	PLANNING & TRANSPORTATION	(797,731)	97,719	(895,450)	2.97%
MANDATED	LAFCO	(3,861)	-	(3,861)	0.01%
MANDATED	GRAND JURY	(8,300)	-	(8,300)	0.03%
MANDATED	CODE COMPLIANCE	(189,083)	-	(189,083)	0.63%
MANDATED	BUILDING INSPECTOR	(357,587)	-	(357,587)	1.19%
MANDATED	PLANNING COMMISSION	(16,295)	-	(16,295)	0.05%
MANDATED	DISTRICT ATTORNEY	(1,615,627)	-	(1,615,627)	5.37%
MANDATED	SHERIFF	(4,705,561)	(4,250)	(4,701,311)	15.61%
MANDATED	SEARCH AND RESCUE	(45,275)	-	(45,275)	0.15%
MANDATED	JAIL	(2,372,339)	-	(2,372,339)	7.88%
MANDATED	PROBATION	(1,027,440)	-	(1,027,440)	3.41%
MANDATED	JUVENILE PROBATION	(6,600)	-	(6,600)	0.02%
MANDATED	COURTS	(765,331)	-	(765,331)	2.54%
MANDATED	OES	(127,787)	-	(127,787)	0.42%
MANDATED	BHS	(7,149)	-	(7,149)	0.02%
MANDATED	DSS - GENERAL RELIEF	(18,000)	-	(18,000)	0.06%
MANDATED	DSS - MOE	(350,000)	-	(350,000)	1.16%
MANDATED	LAW LIBRARY	(9,150)	-	(9,150)	0.03%
MANDATED	CARB	(500,000)	(500,000)	-	0.00%
MANDATED	ROADS	(650,000)	(100,000)	(550,000)	1.83%
MANDATED	AG COMMISSIONER	(76,391)	-	(76,391)	0.25%
MANDATED	FARM ADVISOR	(24,000)	-	(24,000)	0.08%
MANDATED	VETERANS SERVICES	(38,568)	-	(38,568)	0.13%
	<b>TOTAL MANDATED</b>	<b>(19,134,494)</b>	<b>(459,880)</b>	<b>(18,674,614)</b>	<b>62.02%</b>
POLICY	CAO	(1,272,967)	(140,629)	(1,132,338)	3.76%
POLICY	COUNTY COUNSEL	(1,059,961)	-	(1,059,961)	3.52%
POLICY	IT	(1,763,892)	(183,376)	(1,580,516)	5.25%
POLICY	BOARD CLERK	-	-	-	0.00%
POLICY	PUBLIC WORKS/ENGINEERING	(1,035,276)	-	(1,035,276)	3.44%
POLICY	BUILDING & MAINTENANCE	(2,699,853)	-	(2,699,853)	8.97%
POLICY	CEMETERY	(20,000)	-	(20,000)	0.07%
POLICY	CONWAY RANCH	(111,149)	-	(111,149)	0.37%
POLICY	OVGWMA	(65,000)	-	(65,000)	0.22%
POLICY	SOUTH COUNTY FACILITY	(150,000)	(150,000)	-	0.00%
POLICY	NEW JAIL	-	-	-	0.00%
POLICY	GENERAL RESERVES	(250,000)	-	(250,000)	0.83%
POLICY	RADIO COMMUNICATIONS	(174,231)	(64,170)	(110,061)	0.37%
POLICY	CONTINGENCY	(10,552)	(10,552)	-	0.00%
	<b>TOTAL POLICY</b>	<b>(8,612,881)</b>	<b>(548,727)</b>	<b>(8,064,154)</b>	<b>26.78%</b>
DISCRETIONARY	EMS	(2,295,179)	(25,000)	(2,270,179)	7.54%
DISCRETIONARY	ECONOMIC DEVELOPMENT	(550,623)	(56,000)	(494,623)	1.64%
DISCRETIONARY	TOURISM	(15,140)	-	(15,140)	0.05%
DISCRETIONARY	FISHERY	(158,837)	(50,000)	(108,837)	0.36%
DISCRETIONARY	BP CLINIC	(124,500)	-	(124,500)	0.41%
DISCRETIONARY	GWMA - WHEELER, TV	(46,000)	-	(46,000)	0.15%
DISCRETIONARY	SENIOR SERVICES	(167,847)	-	(167,847)	0.56%
DISCRETIONARY	RENTAL PROPERTY	(17,053)	4,830	(21,883)	0.07%
DISCRETIONARY	ECONOMIC STABILIZATION	(660,000)	(660,000)	-	0.00%
DISCRETIONARY	COMMUNITY GRANTS	(103,000)	-	(103,000)	0.34%
DISCRETIONARY	FIRE DISTRICTS	(20,000)	-	(20,000)	0.07%
DISCRETIONARY	GEOTHERMAL FUNDING	131,415	131,415	-	0.00%
DISCRETIONARY	SRS FINDING PAID TO MCOE	(150,618)	(150,618)	-	0.00%
DISCRETIONARY	MLMAD AUDIT	(15,000)	(15,000)	-	0.00%
	<b>TOTAL DISCRETIONARY</b>	<b>(4,192,382)</b>	<b>(820,373)</b>	<b>(3,372,009)</b>	<b>11.20%</b>
	<b>TOTAL NET APPROPRIATIONS</b>	<b>(31,939,757)</b>	<b>(1,828,980)</b>	<b>(30,110,777)</b>	
	discretionary revenue	26,272,393	-	26,272,393	
	<b>NET BUDGET</b>	<b>(5,667,364)</b>	<b>(1,828,980)</b>	<b>(3,838,384)</b>	

**May 15, 2018**  
**Regular Meeting**  
**Item # 7d**

**Ag Commissioner**

**2017 Crop Report**



# 2017

## CROP AND LIVESTOCK REPORT

COUNTIES OF INYO AND MONO  
AGRICULTURAL COMMISSIONER'S OFFICE





# Counties of Inyo and Mono Agricultural Commissioner's Office 2017 Crop and Livestock Report

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## DEPARTMENT STAFF

Agricultural Commissioner/Director of Weights & Measures

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Supervising Agricultural Biologist

Brent Calloway

Ag/Weights & Measures Inspector

David Miller

Account Technician

Jennifer Sarten

Project Coordinator

Oliver Hardwick

Lead Field Technicians

Robert Miller      Carlos Paz

Field Technician

Scott Gadea

Field Assistants

Steve Allen      Michael Capello

Chris Leeson      Gabriel Mesquitez

Carl Olsen      Roger Tucker





# COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA  
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

Karen Ross, *Secretary*  
California Department of Food and Agriculture

Brian Leahy, *Director*  
California Department of Pesticide Regulation

The Honorable Board of Supervisors,  
County of Inyo

The Honorable Board of Supervisors,  
County of Mono

Dan Totheroh, *Chair*

Bob Gardner, *Chair*

Matt Kingsley

Rick Pucci

Stacy Corless

Fred Stump

Jeff Griffiths

Mark Tillemans

John Peters

Larry Johnston

I am pleased to present the 2017 Inyo and Mono Counties' Annual Crop and Livestock Report. This report is prepared pursuant to California Food and Agriculture Code 2279, and is a statistical compilation of agriculture production in Inyo and Mono Counties. These values reflect **gross** agricultural production within the two counties, and do not represent net profit or loss.

The gross combined agricultural production values for Inyo and Mono Counties in 2017 totaled \$50,227,000, representing an increase of 14% from 2016 production values. This is the first increase since 2011. Drought conditions that began in 2012 and extended into 2016 removed nearly 56% of all gross agriculture value from the two counties combined. Although the improved conditions in 2017 bring us back to 2015 production value levels, the agriculture industry in our two counties has a long road ahead to recover to pre-drought status.

The two primary commodity groups in Inyo and Mono (livestock & livestock products and field crops) both had strong numbers in 2017 due to production increases resulting from good irrigation conditions following an abundant snow-pack year. Beef, lamb, and alfalfa pricing were all up according to data, which coupled with production increases, substantially bolstered our agriculture value.

A few commodity groups suffered including apiary, vegetable crops, and rangeland. We continue to see declines in apiary production as out of state companies utilize local bee sites prior to pollination in the Central Valley, which leaves less opportunity for use by our local beekeepers. Vegetable crops, while never a major contributor to overall value, did experience a drop in value as fewer certified producers reported production 2017. Rangeland value was reduced slightly due to rent changes.

I would like to thank my staff for assisting with the creation of this report. I'd also like to thank our local agricultural industry for their input, without which this report would not be possible.

Sincerely,

Nathan D. Reade  
Agricultural Commissioner

## Counties of Inyo and Mono Agricultural Commissioner's Office

The mission of the Inyo and Mono Counties Agricultural Commissioner's Office is to promote and protect the agricultural industry of the counties, protect the environment, and to ensure the health and safety of all of its citizens. The department is also responsible for fostering confidence and equity in the marketplace.

The following are the main program areas:

### Human Safety and Environmental Protection

The County Agricultural Commissioner's Office protects the health and safety of all Inyo/Mono residents, its agricultural industries and its environment with a series of comprehensive regulatory programs designed to prevent the introduction of exotic pests and to ensure the safe use of pesticides. The five programs that exist to achieve these goals include:

- Pest Exclusion
- Pest Detection
- Pest Eradication
- Pest Management
- Pesticide Enforcement

### Consumer Protection and Product Quality

Product quality programs are designed to ensure the production and sales of quality eggs, honey, fruits, vegetables, and nursery and seed products. Quality standards that these programs ensure include maturity, grade, size, and weight. Packaging and labeling are also examined to ensure consumer expectations are met. The six programs include:

- Fruit and Vegetable Quality Control
- Organic Food Production
- Egg Quality Control
- Certified Farmers' Markets
- Nursery Inspection
- Seed Inspection

### Special Agricultural Services

The Agriculture Department also provides other mandated services, including:

- Apiary Inspection
- Crop Statistics
- Sustainable Agriculture





## Administrative and Education Outreach

Staff participate in a wide range of special projects intended to benefit Inyo/Mono citizens such as the legislative process, public information, education outreach efforts, as well as joint multi-agency and inter-county cooperative activities. Continuing education efforts sponsored by the Agriculture Department for pesticide safety help to ensure that local license-holders maintain adequate training.

## Invasive Plant Management

This division of the Agricultural Commissioner's office consists of 15 federal, state, county, and local agencies and entities. The Eastern Sierra Weed Management Area is dedicated to the eradication and control of invasive plant species in Inyo and Mono Counties through the cooperation and coordination of participating entities. The Eastern Sierra Weed Management Area participates in public outreach and education activities to ensure that people understand the threat of non-native weeds on our environment and agriculture industry.

## Weights and Measures

A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruits or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. We also verify that prices are scanned correctly at the counter, petroleum products meet quality standards, and weighmasters provide their customers accurate weighing devices. The eight programs in this category include:

- Weight Verification
- Measurement Verification
- Petroleum
- Transaction Verification
- Electronic Meters
- Compressed Gas Meters
- Weighmaster
- Device Repairmen Regulation

See page 15 for more information on this division.

## Mosquito Abatement

The purpose of this program is to provide the public with a consistent level of mosquito control that reduces the threat of disease transmission and the spread of large nuisance populations of mosquitoes. The Inyo/Mono Counties Agricultural Commissioner's Office administers the Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District. See page 16 for more information on this division.





# 2017

## Inyo County

### Crop and Livestock Statistics

#### Inyo County General Information

County Seat:	Independence	<u>Average Climate</u>		
County Population:	18,546 (2010 census)		High	Low
Land Area:	10,142 sq. miles	Bishop:	98°	22°
Population Density:	1.83 persons per sq. mile	Death Valley:	115°	37°
Highest Elevation:	14,505 ft. (Mount Whitney)			
Lowest Elevation:	-282 ft. (Badwater, D.V.N.P.)			

#### Unincorporated Areas

Big Pine	Olancha
Cartago	Pearsonville
Independence	Shoshone
Lone Pine	

#### Land Ownership

Federal:	92.0%
City of Los Angeles:	3.9%
State of California:	2.4%
Private:	1.7%

#### Incorporated Cities

Bishop



## LIVESTOCK & LIVESTOCK PRODUCTS

	Year	Unit	Production	Value per Unit	Total***	
Cattle & Calves	2017	Head	8,230	\$1,130	\$9,300,000	▲ 16%
	2016		7,670	\$1,045	\$8,013,000	
Sheep & Lambs*	2017	Head	4,415	\$187	\$825,400	▲ 32%
	2016		3,815	\$164	\$625,700	
Eggs	2017	Dozen	3,765	\$4.75	\$17,900	▼ 13%
	2016		4,350	\$4.75	\$20,600	
Wool	2017	Lbs	22,700	\$2.17	\$49,200	▲ 20%
	2016		26,700	\$1.54	\$41,000	
Miscellaneous**	2017				\$145,000	▼ 22%
	2016				\$186,000	
<b>Total Value</b>				<b>2017</b>	<b>\$10,338,000</b>	▲ 16%
				<b>2016</b>	<b>\$8,886,000</b>	

\* Includes feeder lamb gain.

\*\*Includes beef stocker gain, goats, hogs, and poultry.

\*\*\*Total may not calculate due to rounding

## FIELD CROPS

	Year	Unit	Production	Value per Unit	Total**	
Alfalfa Hay	2017	Ton	15,184	\$190	\$2,885,000	▲ 6%
	2016		15,100	\$180	\$2,718,000	
Pasture, Irrigated	2017	Acre	14,000	\$70	\$980,000	= 0%
	2016		14,000	\$70	\$980,000	
Pasture, Rangeland	2017	Acre	1,150,000	\$1.10	\$1,265,000	▼ 2%
	2016		1,150,000	\$1.12	\$1,288,000	
Miscellaneous*	2017	-	625	-	\$1,696,000	▲ 124%
	2016		280	-	\$758,000	
<b>Total Value</b>				<b>2017</b>	<b>\$6,826,000</b>	▲ 19%
				<b>2016</b>	<b>\$5,744,000</b>	

\*Includes garlic, grain hay, sudangrass, and other hay

\*\*Total may not calculate due to rounding

## NURSERY PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2017	Acre	139	-	\$1,185,000	▲ 15%
	2016		121	-	\$1,032,000	
			<b>Total Value</b>	<b>2017</b>	<b>\$1,185,000</b>	▲ 15%
				<b>2016</b>	<b>\$1,032,000</b>	

\*Includes palms, turf, and miscellaneous plants.

## FRUIT & NUT CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2017	Acres	35	-	\$358,200	▲ 8%
	2016		35	-	\$333,200	
			<b>Total Value</b>	<b>2017</b>	<b>\$358,200</b>	▲ 8%
				<b>2016</b>	<b>\$333,200</b>	

\* Includes almonds, apples, apricots, blackberries, cherries, dates, figs, grapes (table), grapes (wine), nectarines, peaches, pears, pecans, persimmons, plums, pomegranates, raspberries, strawberries, and walnuts.

## APIARY PRODUCTION

	Year	Unit	Production	Value per Unit	Total	
Honey	2017	Lb	88,400	\$2.49	\$219,800	▼ 32%
	2016		155,600	\$2.09	\$325,200	
Miscellaneous*	2017	-	-	-	\$5,400	▼ 4%
	2016		-	-	\$5,600	
			<b>Total Value</b>	<b>2017</b>	<b>\$225,200</b>	▼ 32%
				<b>2016</b>	<b>\$330,800</b>	

\* Includes beeswax and pollen.

## VEGETABLE CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2017	Acres	3	-	\$25,200	▼ 40%
	2016		7	-	\$42,000	
			<b>Total Value</b>	<b>2017</b>	<b>\$25,200</b>	▼ 40%
				<b>2016</b>	<b>\$42,000</b>	

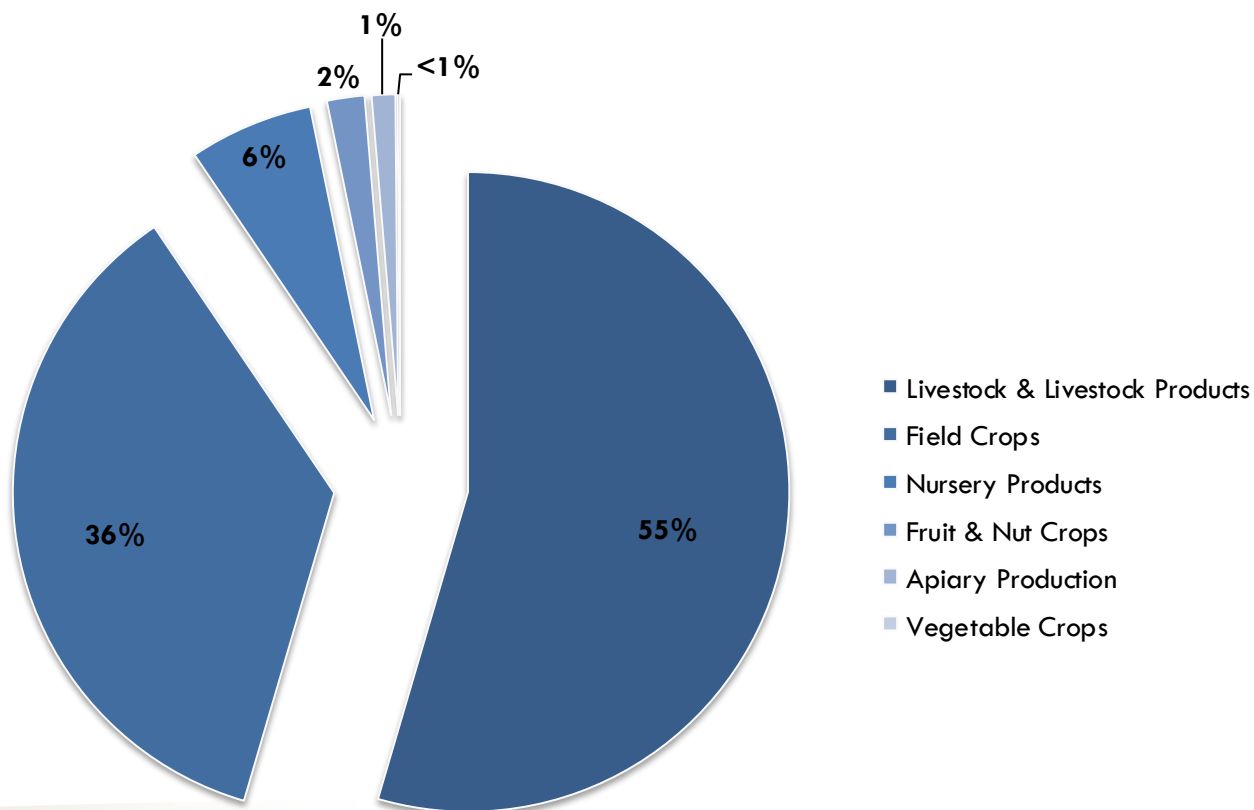
\* Includes Includes artichokes, beans, brassicas, carrots, cucumbers, eggplant, garlic, herbs, leafy greens, melons, onions, peppers, pumpkins, radishes, squash, sweet corn, tomatillos, tomatoes, and tubers.



## INYO COUNTY TOTALS

	Year	Total	
Livestock & Livestock Products	2017	\$10,338,000	▲ 16%
	2016	\$8,886,000	
Field Crops	2017	\$6,826,000	▲ 19%
	2016	\$5,744,000	
Nursery Products	2017	\$1,185,000	▲ 15%
	2016	\$1,032,000	
Fruit & Nut Crops	2017	\$358,200	▲ 8%
	2016	\$333,200	
Apiary Production	2017	\$225,200	▼ 32%
	2016	\$330,800	
Vegetable Crops	2017	\$25,200	▼ 40%
	2016	\$42,000	
<b>Total Value</b>	<b>2017</b>	<b>\$18,958,000</b>	<b>▲ 16%</b>
	<b>2016</b>	<b>\$16,368,000</b>	

## INYO COUNTY AGRICULTURAL PRODUCTION BY CATEGORY





# 2017

## Mono County

### Crop and Livestock Statistics

#### Mono County General Information

County Seat:	Bridgeport
County Population:	14,202 (2010 census)
Land Area:	3,044 sq. miles
Population Density:	4.67 persons per sq. mile
Highest Elevation:	14,252 ft. (White Mountain)

#### Unincorporated Areas

Benton	June Lake
Bridgeport	Lee Vining
Chalfant Valley	Topaz
Coleville	Tom's Place
Hammil Valley	Walker

#### Incorporated Cities

Mammoth Lakes

#### Average Climate

	High	Low
Bridgeport:	81°	8°
Hammil Valley:	98°	22°

#### Land Ownership

Federal:	84.7%
City of Los Angeles:	3.2%
State of California:	3.6%
Private:	6.5%





## Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total***	
Cattle & Calves	2017	Head	8,830	\$1,130	\$9,978,000	▲ 16%
	2016		8,230	\$1,045	\$8,603,000	
Sheep & Lambs*	2017	Head	16,705	\$187	\$3,124,000	▲ 28%
	2016		14,870	\$164	\$2,439,000	
Wool	2017	Lbs	98,306	\$2.17	\$213,300	▲ 16%
	2016		119,300	\$1.54	\$183,700	
Miscellaneous**	2017				\$2,440,000	▼ 5%
	2016				\$2,570,000	
<b>Total Value</b>				<b>2017</b>	<b>\$15,755,000</b>	▲ 14%
				<b>2016</b>	<b>\$13,796,000</b>	

\*Includes feeder lamb gain.

\*\*Includes beef stocker gain, goats, hogs, and poultry.

\*\*\*Total may not calculate due to rounding

## Field Crops

	Year	Unit	Production	Value per Unit	Total**	
Alfalfa Hay	2017	Ton	56,100	\$170	\$9,537,000	▲ 12%
	2016		47,200	\$180	\$8,496,000	
Pasture, Irrigated	2017	Acre	26,000	\$70	\$1,820,000	= 0%
	2016		26,000	\$70	\$1,820,000	
Pasture, Rangeland	2017	Acre	1,072,000	\$1.36	\$1,458,000	▼ 2%
	2016		1,072,000	\$1.39	\$1,490,000	
Miscellaneous*	2017	-	868	-	\$2,565,000	▲ 24%
	2016		1,473	-	\$2,063,000	
<b>Total Value</b>				<b>2017</b>	<b>\$15,380,000</b>	▲ 11%
				<b>2016</b>	<b>\$13,869,000</b>	

\*Includes garlic, grain hay, sudangrass, and other hay

\*\*Total may not calculate due to rounding

## Forest Products

	Year	Total	
Timber and Firewood	2017	\$70,100	▲ 19%
	2016	\$59,000	
<b>Total Value</b>	<b>2017</b>	<b>\$70,100</b>	▲ 19%
	<b>2016</b>	<b>\$59,000</b>	

## Fruit & Nut Crops

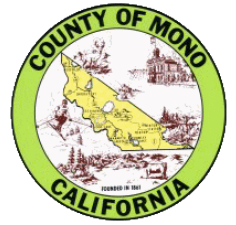
	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2017	Acres	18	-	\$44,200	▲ 2%
	2016		18	-	\$43,300	
<b>Total Value</b>	<b>2017</b>				<b>\$44,200</b>	▲ 2%
	<b>2016</b>				<b>\$43,300</b>	

\* Includes grapes (wine), pome fruit, and stone fruit.

## Nursery Products

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2017	Acre	1	-	\$20,000	= 0%
	2016		1	-	\$20,000	
<b>Total Value</b>	<b>2017</b>				<b>\$20,000</b>	= 0%
	<b>2016</b>				<b>\$20,000</b>	

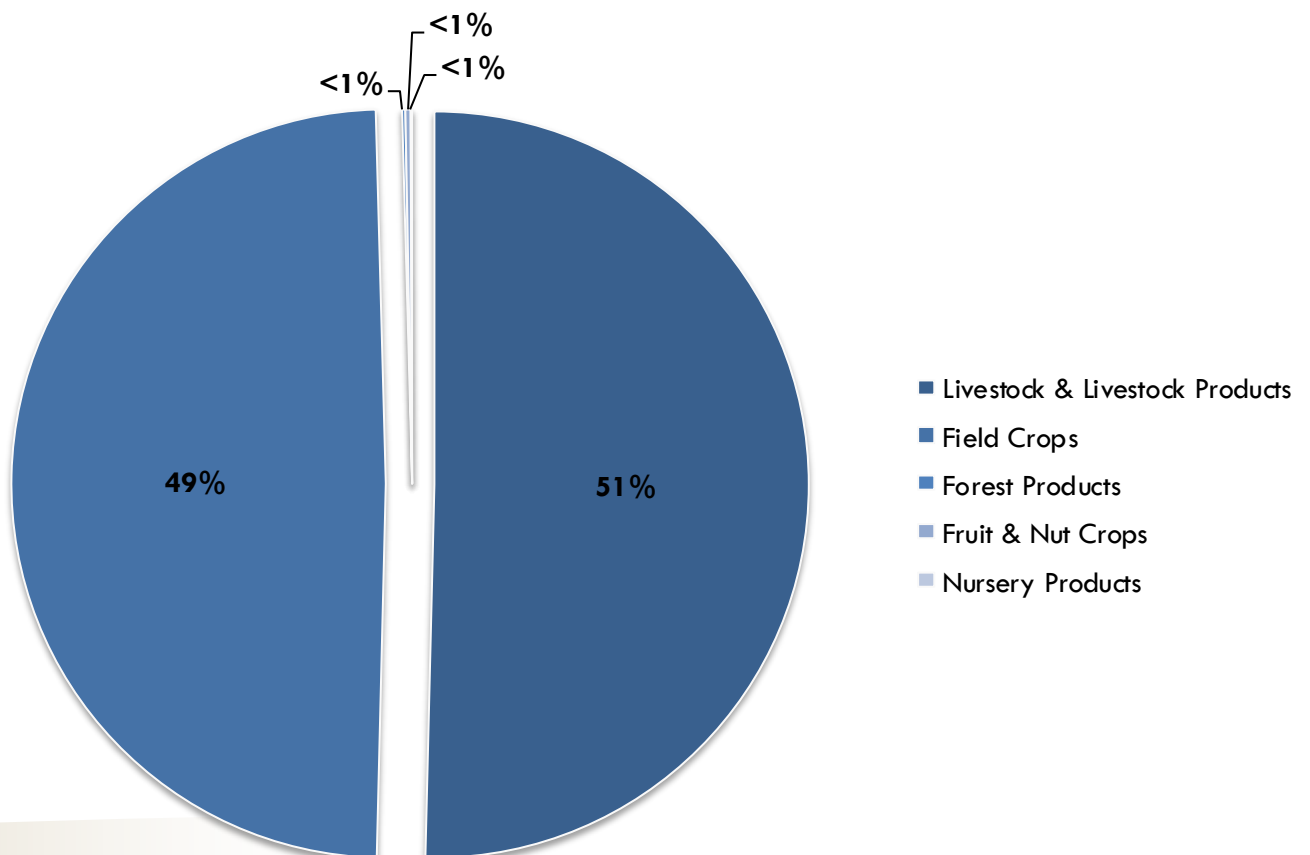
\* Includes various ornamental plants



## Mono County Totals

	Year	Total	
Livestock & Livestock Products	2017	\$15,755,000	▲ 14%
	2016	\$13,796,000	
Field Crops	2017	\$15,380,000	▲ 11%
	2016	\$13,869,000	
Forest Products	2017	\$70,100	▲ 19%
	2016	\$59,000	
Fruit & Nut Crops	2017	\$44,200	▲ 2%
	2016	\$43,300	
Nursery Products	2017	\$20,000	= 0%
	2016	\$20,000	
<b>Total Value</b>	<b>2017</b>	<b>\$31,269,000</b>	▲ 13%
	<b>2016</b>	<b>\$27,787,000</b>	

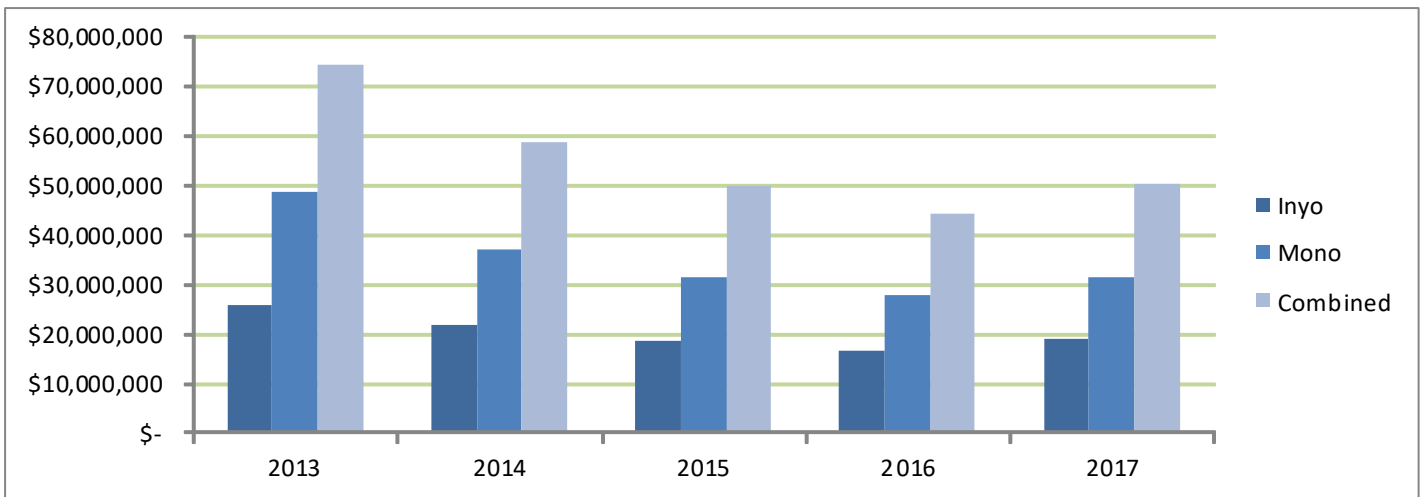
## Mono County Agricultural Production



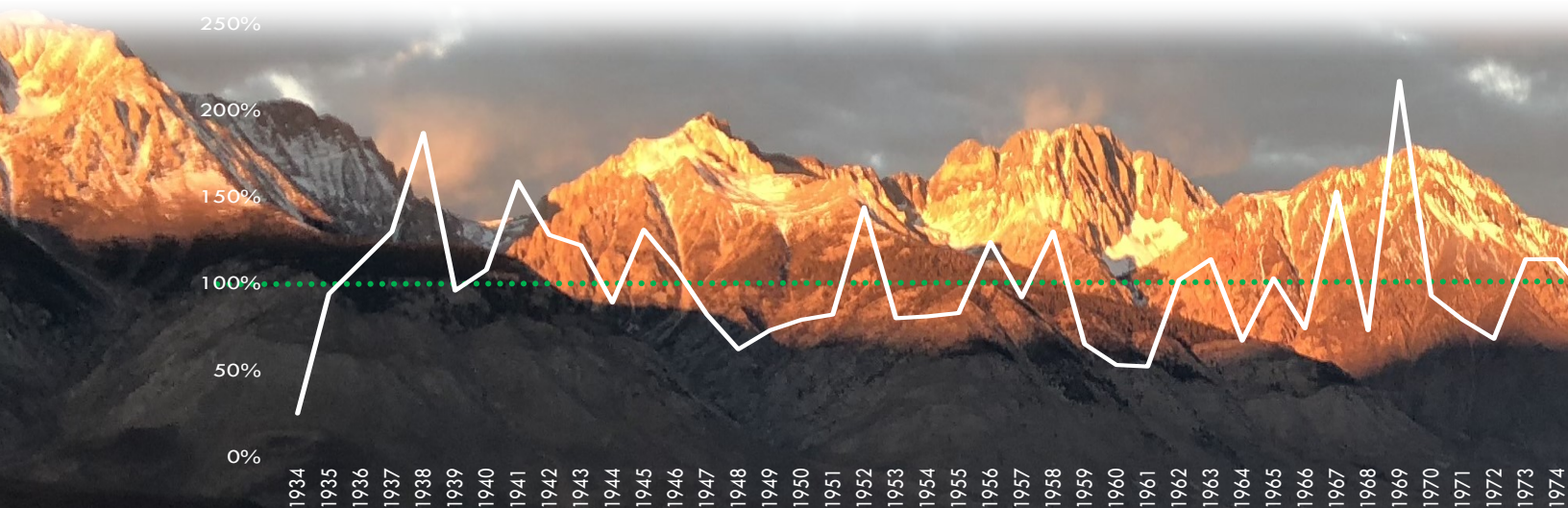


# FIVE YEAR COMPARISON

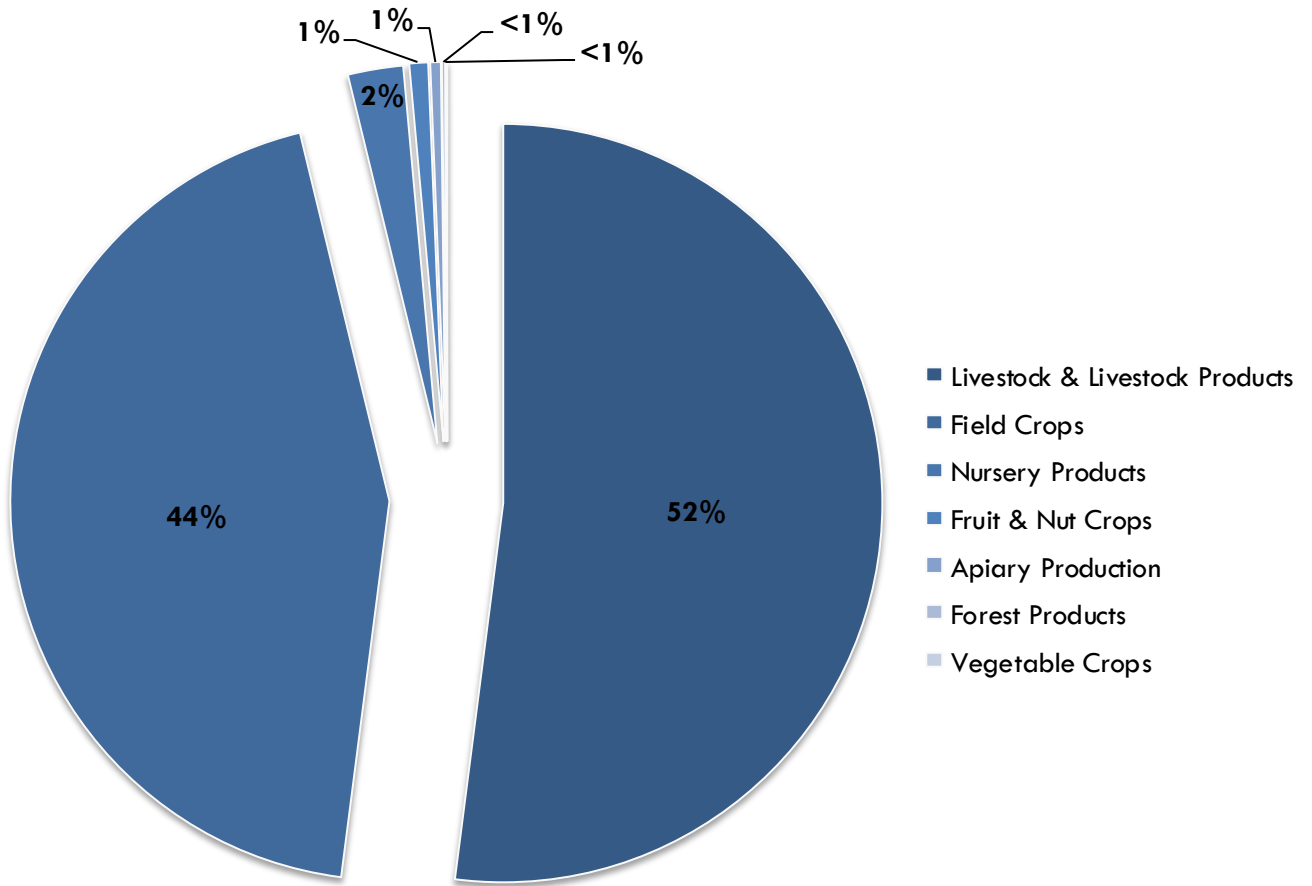
	2013	2014	2015	2016	2017
<b>Inyo County Totals</b>	<b>\$25,648,000</b>	<b>\$21,659,000</b>	<b>\$18,511,000</b>	<b>\$16,368,000</b>	<b>\$18,958,000</b>
<b>Mono County Totals</b>	<b>\$48,503,000</b>	<b>\$36,947,000</b>	<b>\$31,242,000</b>	<b>\$27,787,000</b>	<b>\$31,269,000</b>
<b>Combined Totals</b>	<b>\$74,151,000</b>	<b>\$58,606,000</b>	<b>\$49,753,000</b>	<b>\$44,155,000</b>	<b>\$50,227,000</b>



# EASTERN SIERRA RUNOFF CHART



## Combined Agricultural Production



# DIRECT MARKETING

## Commodities Grown by Certified Producers

Basil, chives, cilantro, dill, epazote, parsley, rosemary, sage, savory, tarragon, thyme, lemon balm, lavender, lovage, oregano, mint, spinach, watercress, corn, eggplant, tomato, squash, cucumber, peppers, green onions, potatoes, pumpkins, okra, onions, beets, fennel, garlic, artichoke, carrots, radishes, leek, lettuce, broccoli, kale, kohlrabi, chard, bok choy, cabbage, collard, parsnips, shallots, turnip, grapes, apples, peaches, pears, pecans, nectarines, apricots, cherries, plums, pomegranates, pluots, rhubarb, figs, watermelons, cantaloupes, honeydew, raspberries, blackberries, elderberries, currants, peas, sweet peas, various bean varieties, almonds, pistachios, walnuts, cut flowers, and eggs.

# SUSTAINABLE AGRICULTURE AND OUTREACH

## Invasive Plant Targets

<u>Pest</u>	<u>Agent/Mechanism</u>	<u>Number of Sites</u>	<u>Gross Acres</u>
Puncturevine	Biological Control	14 sites	~
Dalmatian Toadflax	Mechanical	3 sites	250
Yellow Starthistle	Mechanical/Herbicide	3 sites	12
Russian Knapweed	Herbicide	3 sites	100
Canada Thistle	Herbicide	2 sites	20
Spotted Knapweed	Herbicide	2 sites	3
Halogeton	Mechanical	5 sites	4,400
Scotch Thistle	Herbicide	8 sites	1,311
Camelthorn	Herbicide	1 site	40
Saltcedar	Herbicide	2 sites	85
Perennial Pepperweed	Herbicide	53 sites	12,000

## Outreach Program

During 2017, the Inyo/Mono Counties' Agriculture Department conducted:

- 2 SpraySafe events with over 100 professional card holders and private applicators attending, to meet California state continuing education requirements;
- 6 educational workshops for local groups;

The Department's inspection surveillance area, which encompasses over 10,000 square miles, provided outreach from northern Mono County, including several California and Nevada field crop growers located in the Antelope Valley area, to the southern tip of Inyo County, including a large commercial turf grass farm in the Sandy Valley, near Las Vegas, Nevada. The Inyo/Mono Agricultural Commissioner's office is tasked with the surveillance of 50% of the California/Nevada border for pests that could endanger the agricultural industry of California.

# WEIGHTS & MEASURES

## Device Inspection Program

We are responsible for inspection, certification, or condemnation of all commercially used meters (retail motor fuel, propane/vapor, and electric), scales (aggregate and cement hoppers, vehicle, livestock, computing, platform and spring scales); and any other type of device that is used to weigh or measure to determine a value for the purpose of sales. Enforcement actions can include issuance of citations initiating prosecution of violations. Of the 1,200+ devices inspected, 16 Notices of Violation were issued. Six consumer complaints were received and investigated by the Inyo/Mono Counties' Weights and Measures Department throughout the year. Regular inspections protect consumers from misrepresentation and maintain fair competition between sellers.

## Petroleum Program

We ensure the quality of petroleum products sold within the two Counties including; sampling of fuels, inspection and investigation of complaints. We also oversee all commercial advertisements of such products including price signs and labeling.

## Package Inspections

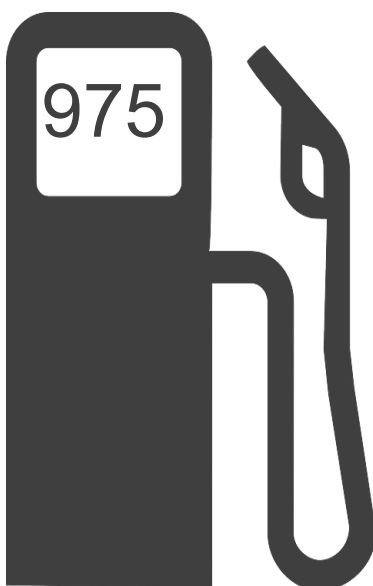
We inspect pre-packaged commodities in retail and wholesale facilities to determine proper weights, count or volume. We also verify proper sales equipment involving scanners, performing test purchases to insure accurate charges.

## Weighmaster Enforcement

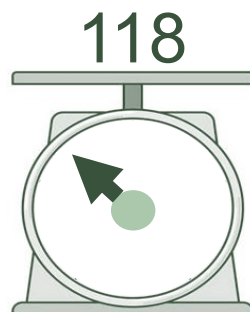
Weighmaster licenses are issued through our office to persons or entities that sell bulk commodities. Enforcement of weighmaster laws ensures that these transactions are accurate.

## Device Repairman Regulation

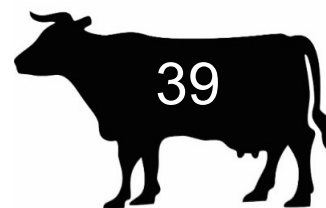
Anyone who installs or repairs a weighing or measuring device in Inyo or Mono Counties must register with our office and inform our office when work takes place. This ensures that devices are not tampered with and transaction equity.



Retail Fuel Meters



Counter and Computing Scales



Livestock Scales



Vehicle Scales



Aggregate Scales





# MOSQUITO ABATEMENT

## What is the mosquito control program?

The purpose of the program is to control mosquito populations throughout the Owens Valley from Olancha to Round Valley and in Mammoth Lakes so that these pests and their associated diseases are abated adequately.

## Monitoring

The Owens Valley Mosquito Abatement Program (OVMAP) and Mammoth Lakes Mosquito Abatement District (MLMAD) conduct surveillance to determine mosquito populations using several methods. Mosquito traps are deployed in several locations throughout the Owens Valley and in the Town of Mammoth Lakes, and are checked frequently to determine level of adult mosquito populations. Disease monitoring is component of this trapping effort, and insects caught in traps are sent to sample for the presence of certain diseases that mosquitos are known to spread. Complaints are logged and responded to, creating records that can also help with monitoring efforts. At times, staff will travel to areas where complaints are high and record landing rates of mosquitos to further gauge population density.

## Biocontrol

**Mosquito Fish** - The mosquito fish have been one of the most effective non-insecticidal and non-chemical methods of controlling mosquitoes for over eighty years. They breed throughout the summer and new broods are produced at intervals of about six weeks, with 50 to 100 young in a single brood. They are ready to begin the work of destroying mosquito larvae at once. Mosquito fish can eat mosquito larvae as fast as the larvae hatch from eggs, as many as 100 per day. Mosquito fish live 2-3 years and can tolerate a wide range of temperatures.

**Larviciding** - Routine larviciding of many hundreds of mosquito sources each week prevent immature mosquito larvae from reaching the flying and biting adult stage. This preferred first option for killing mosquitos is the cheapest and most effective method.

## Adulticiding

When larvaciding does not control mosquito populations adequately, OVMAP and MLMAD conduct adulticiding measures to protect our local communities from irritating insect bites and the potential for spreading of disease.

## Public Outreach and Cultural/Environmental Control

Outreach to residents about altering or removing conditions that best suit mosquito breeding is another effective tool in the OVMAP/MLMAD toolbox. These controls include proper irrigation practices, pool maintenance, and even making sure small containers or tires stored outside do not fill with stagnant water. Reducing the habitat conducive to mosquito breeding in the very areas where we live is a large step toward fewer itchy bites. Outreach efforts occur throughout the year through personal contact and social media, as well as at community events such as the Tri-County Fair.





### The Evolution of California Agricultural Commissioners and Sealers

The California Agricultural Commissioners trace their origins back 136 years. The goal of the Agricultural Commissioners is to protect the State's crops from the ravages of pests both domestic and imported. Then, as now, one of the principle weapons employed was a legal device called a "quarantine", which is derived from the French word "quarante", meaning "forty". The quarantine came about as a detention device, its first use being in the year 1340 when passengers on ships bound for Venice, Italy, were detained on board ship for 40 days. This was considered a long enough period to determine whether or not those passengers carried with them the Black Plague, which was killing many people in Europe in the mid-14th century.

California's first statewide program, which was the beginning of the present Department of Food and Agriculture, began with "An Act For the Promotion of Viticultural Industries of the State" on April 5, 1880. It provides for the appointment of a Board of State Viticultural Commissioners whose duties included the study of the grape root rot disease, *Phylloxera*. The Act specified that the University of California was responsible for instruction and experiments - a concept still existing today - giving the University the authority for research and the Department the regulatory functions. The Act provided for seven viticultural districts.

Until the year 1911, the duties of the State Board of Horticulture, the State Commissioner of Horticulture, county boards of horticulture commissioners and the county horticulture commissioners were limited to just a few obligations. These obligations consisted of preventing the introduction into the state of the pests from outside its boundaries, prevention of spread of insect pests and plant diseases through the media of nursery stock, fruit boxes, and other containers, and the inspection of nurseries. The years that followed would find the duties not only intensified in the same areas, but expanded into many other aspects of agriculture.

In the beginning the regulatory concern was to protect the California farmer from the depredations of exotic pests. After 1911, these duties were to be expanded to include concerns of the market place (standardization), and such cultural aids as assistance to the farmer in weed control and control of rodents and other damaging creatures. Later, they would enlarge to assure the farmer honest weights and measures, and protection from unscrupulous middlemen. Finally, the regulations would blossom into the full relationship of the farmer and the consumer.

Today, the California Department of Food and Agriculture and County Agricultural Commissioners are as busy helping the consumer as they are the farmer. They keep exotic pests away from the farmer's fields by fighting them in city gardens, where they nearly always are found first in the State. By so doing, they are affording city people as much protection as farmers, for these pests generally can wreak as much havoc in the city as in the country. They provide for, and oversee, standardization practices, thus insuring the farmers good markets for their products and insuring quality for consumers. They promote marketing of goods in a variety of ways, also assuring quality and quantity to consumers. They look after the health of livestock and plants, and the same benefits accrue to the consumer. They insist on measurement standards that also have dual blessings; and they assure the consumer and the farmer protection against the careless use of pesticides, thus affording protection to both people and the environment.







**May 15, 2018**  
**Regular Meeting**  
**Item # 7e**

**DA**

**2016 - 2017**

**Biennial Report**

**(hard copy available in  
Clerk -Recorder's office)**

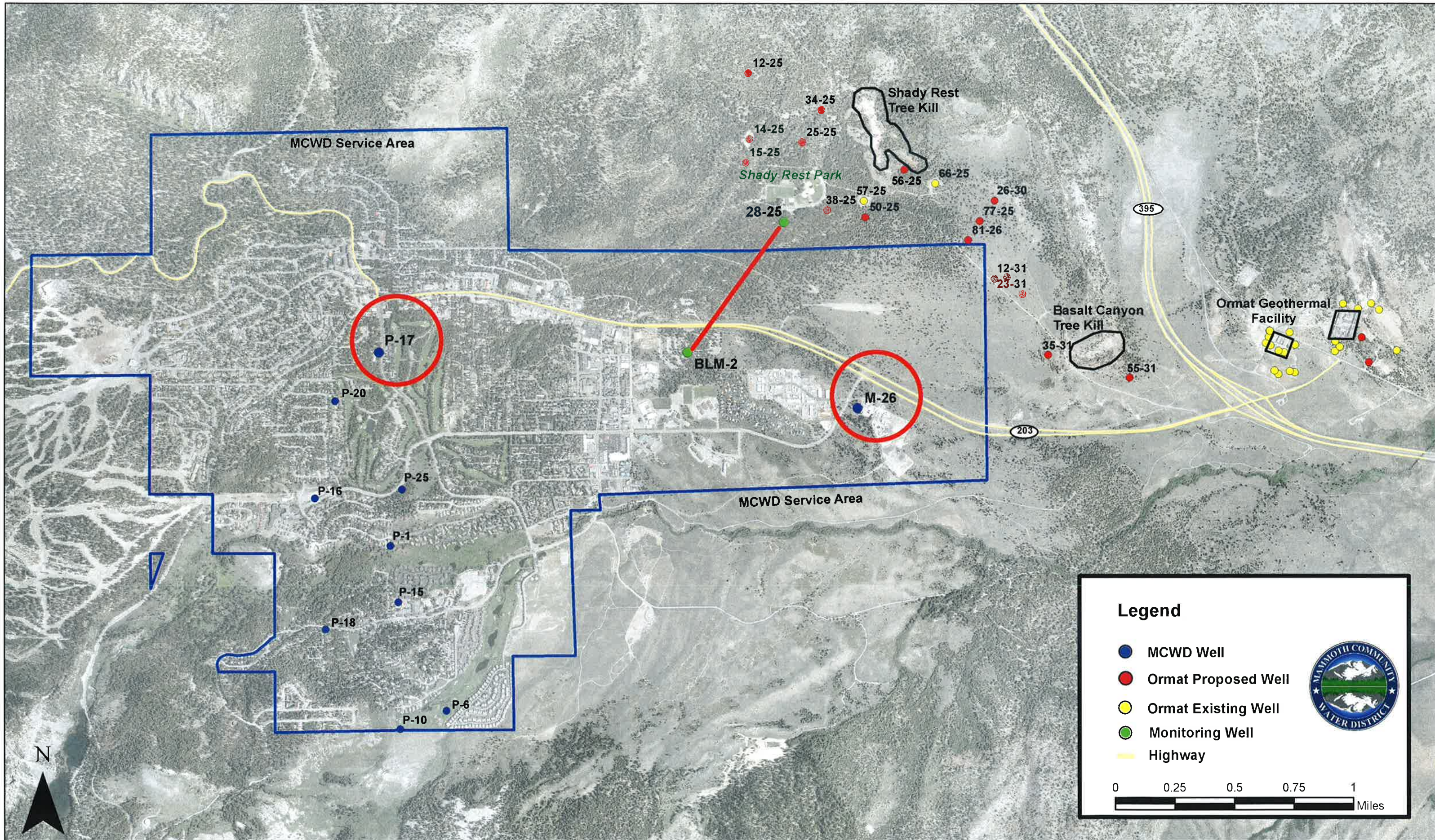


**May 15, 2018**  
**Regular Meeting**  
**Item # 11a**

**MCWD**

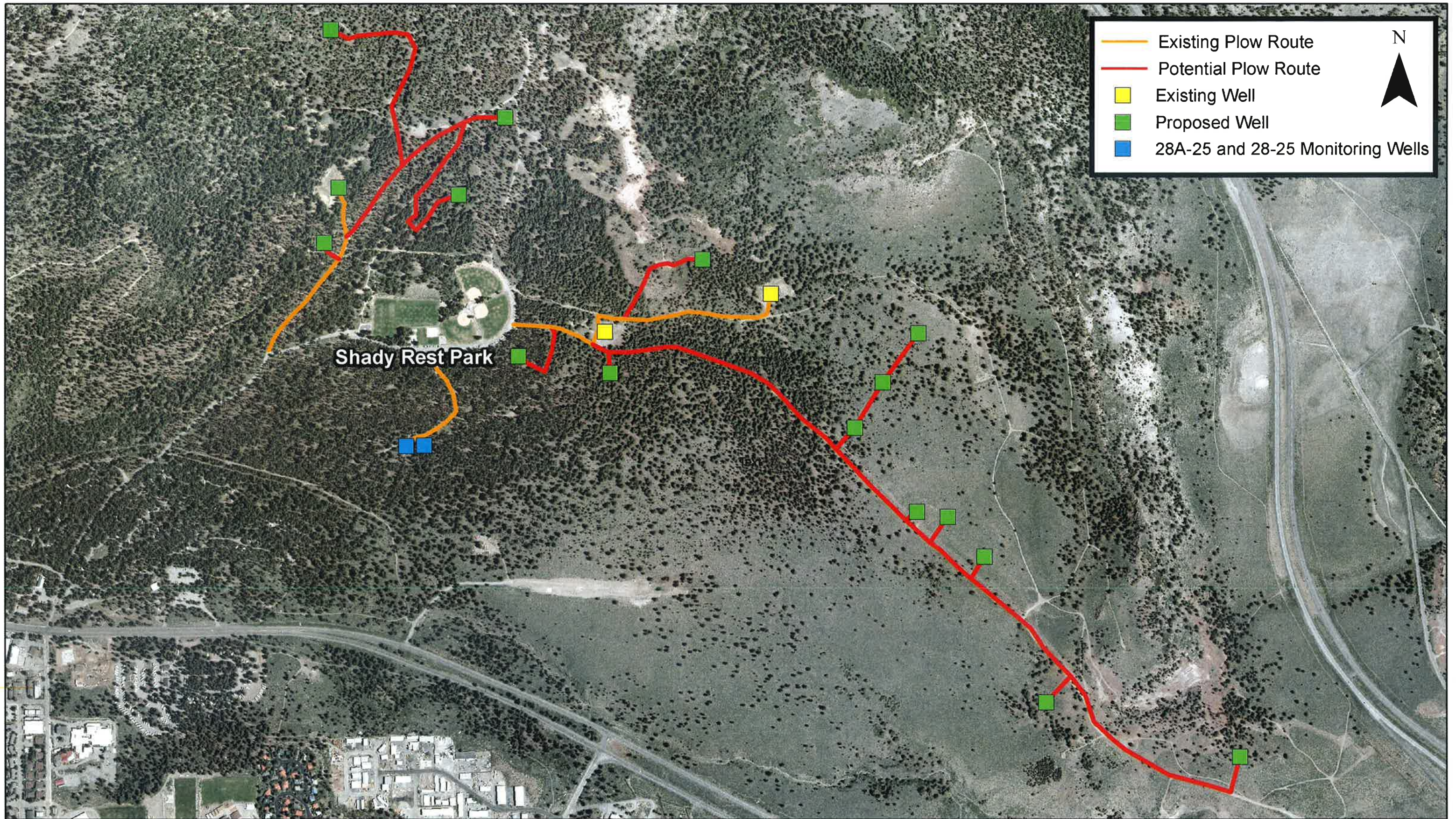
**Handouts**





**Casa Diablo Geothermal Expansion Project**





**Potential Plow Routes to Proposed Well Locations**

0 0.25 0.5 0.75 1 Miles



Figure 5a  
 Chloride and Bromide Concentrations for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera  
 (pre- and post-July 17, 2014)

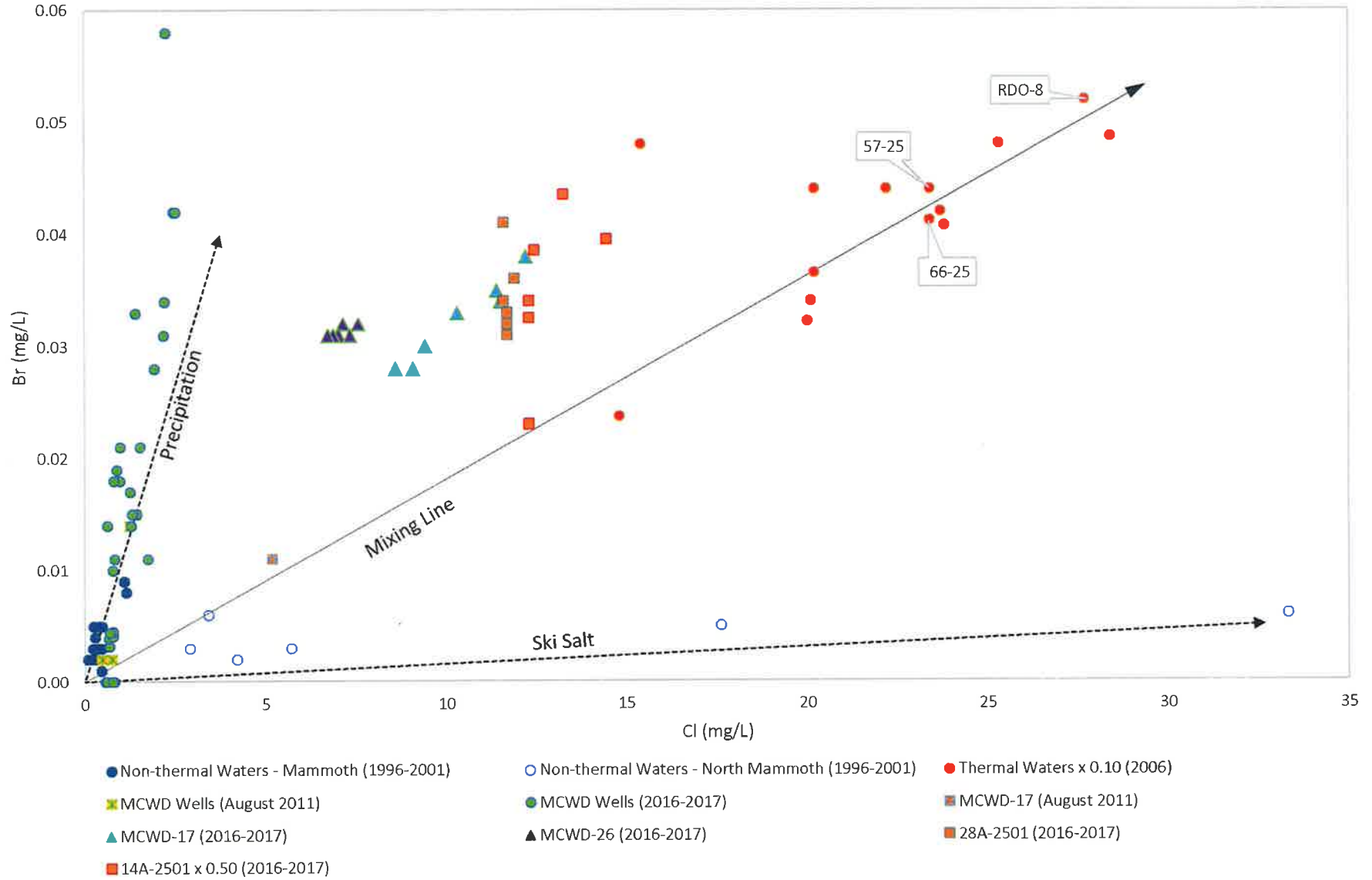
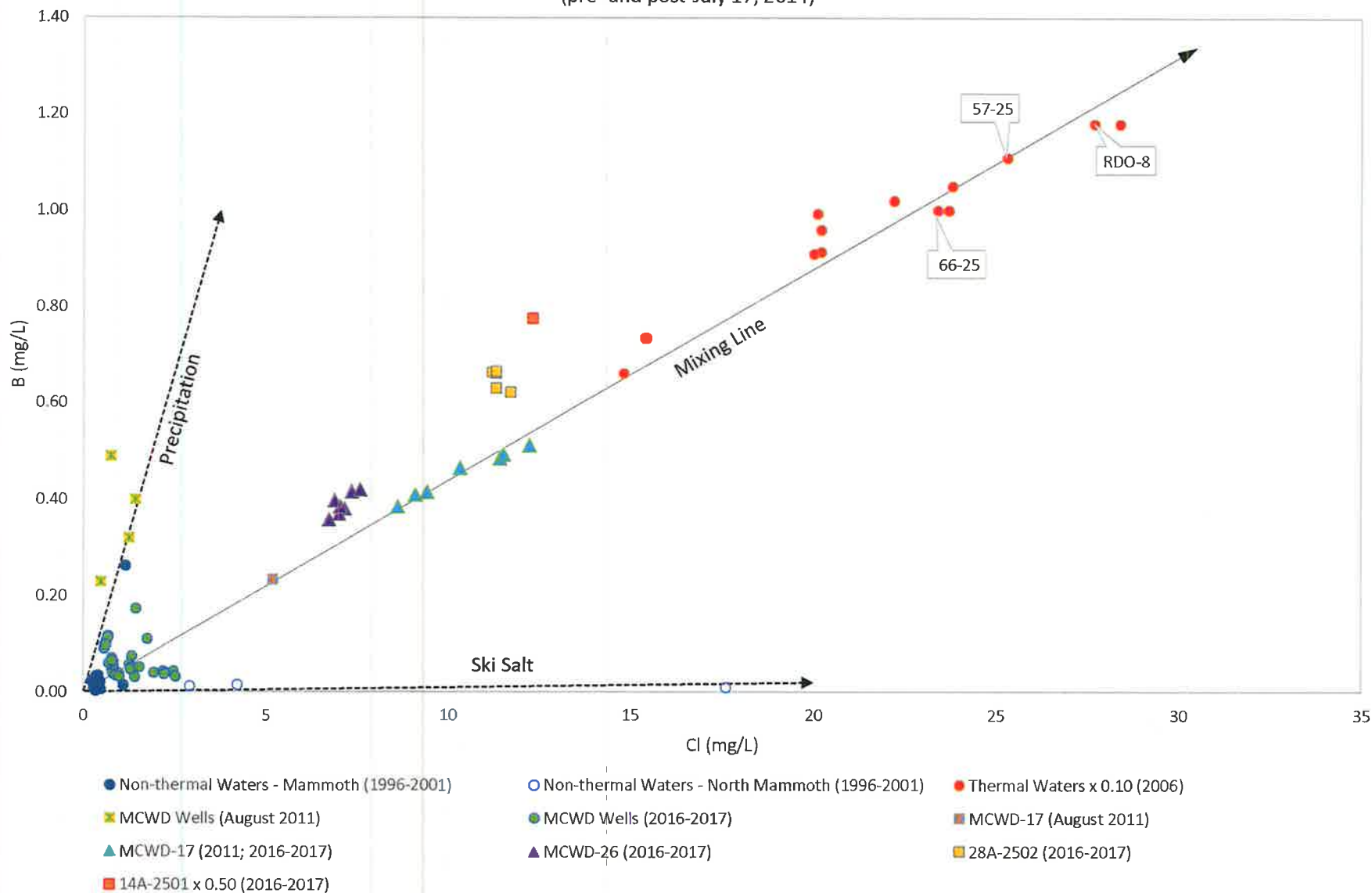
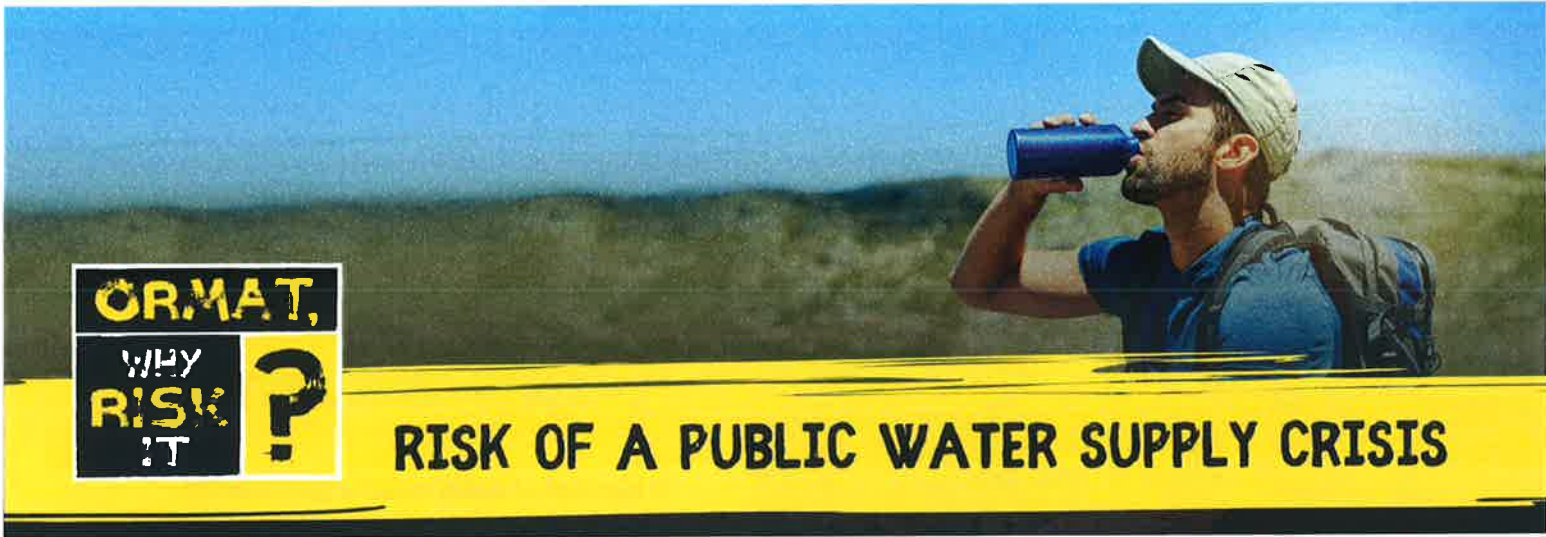


Figure 5b  
 Chloride and Boron Concentrations for Geothermal Fluids and Non-Thermal Waters in the Long Valley Caldera  
 (pre- and post-July 17, 2014)





**ORMAT,**  
**WHY**  
**RISK**  
**IT ?**

# RISK OF A PUBLIC WATER SUPPLY CRISIS

**Our Town of Mammoth Lakes depends on groundwater for drinking and daily use in our homes and businesses.**

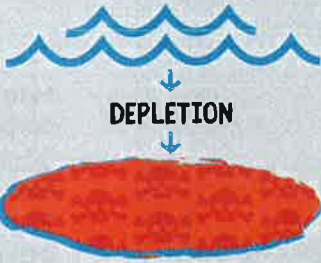
In a neighboring underground reservoir, Ormat Technologies extracts geothermal energy by using magma to heat fluids and steam, **exposing the community's water supply to great risk** as fractured rock allows water, heat and toxins to flow between Mammoth's groundwater basin and the geothermal reservoir where Ormat operates.



## ORMAT PLANS TO EXPAND ITS OPERATION, PLACING NEW STRESS ON THE RELATIONSHIP BETWEEN THE TWO RESERVOIRS THAT COULD CAUSE:



Geothermal fluids are highly contaminated, especially with toxic arsenic. If more geothermal fluids flow into Mammoth's groundwater, supplies could become too contaminated to treat with existing treatment technologies.



An imbalance in underground pressure could cause the community's groundwater supplies to leak into the geothermal reservoir.



Ormat mismanaged its geothermal operation in 1991, causing steam to rise and boil off the water in the overlying groundwater basin at their plant. The incident resulted in the complete loss of one of Ormat's own water supply wells that never returned to service.

**Even a small loss of supplies would be cumulatively catastrophic, forcing significant cutbacks. It could also force the Mammoth community to have to find an alternative water supply – an expensive and uncertain process, requiring years of planning and environmental review.**



# A NEW WATER QUALITY INVESTIGATION

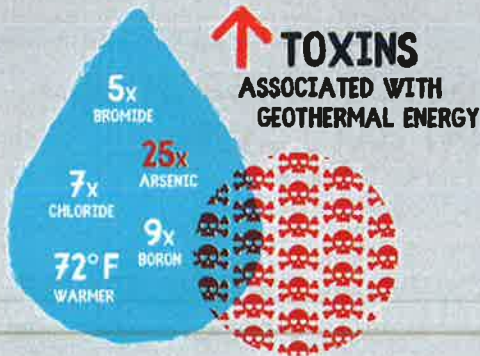
Provides conclusive evidence that geothermal fluids have already begun to contaminate a significant portion of Mammoth's groundwater.

## MAMMOTH'S WELL 17



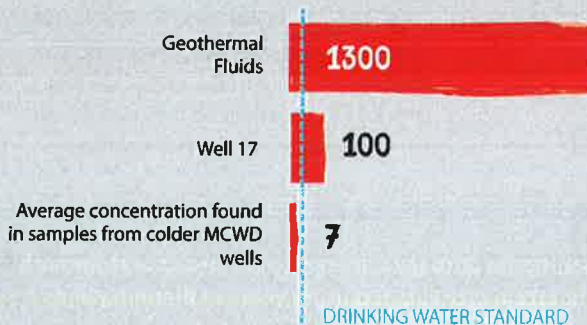
PROVIDES 20% OF MAMMOTH'S DRINKING WATER DURING DRY YEARS. FINDINGS SHOW THIS CRITICAL SUPPLY CONTAINS:

UP TO 5% THERMAL FLUIDS



## ARSENIC CONCENTRATIONS 10X DRINKING WATER STANDARD

Arsenic Concentration (parts per billion)



## PROTECTING OUR MAMMOTH COMMUNITY

A number of water quality problems in America have turned into public health crises because early warning signs were ignored. We don't want to be the next Flint. Ormat and regulators have an opportunity to help protect our beloved mountain town from avoidable water quality contamination and losses by taking action to:

- Install the second, deep monitoring well and start collecting baseline data needed to understand the extent of the threat and ensure an early warning of potential problems.
- Amend the existing Groundwater Monitoring and Response Plan to include thresholds to ensure issues can be proactively addressed and mitigated.
- Share timely and transparent well monitoring data that will allow MCWD to appropriately and effectively manage our water resources.

Mammoth demands leadership from the corporations that operate in our community. The \$3-billion geothermal giant is the largest of its kind in the world, yet Ormat wants Mono County to return \$5.2 million in property taxes – 40% of which went to education spending – and refuses to do what is necessary to protect our drinking water. We must hold Ormat accountable for being a responsible corporate actor before a crisis occurs.



# The Washington Post

## Volcanic activity threatens Hawaii geothermal plant long at center of resident concerns

*By Breena Kerr*  
*May 12, 2018*

PAHOA, Hawaii — The dangers of building a home on the skirt of an active volcano have become quite clear in recent days, as residents here have needed to evacuate from neighborhoods around Kilauea to avoid the lava flows and toxic gases that have emerged from numerous fissures.

But the advancing molten rock — and the potential for future eruptions and ejections of boulders — threatens more than the homes. Nearby, nestled between two neighborhoods, is a geothermal plant that is home to thousands of gallons of flammable chemicals and deep wells that pose serious risks if they overheat or are breached.

Long a concern for residents and the target of lawsuits challenging its placement on an active volcano, the Puna Geothermal Venture (PGV) is a major safety issue in the wake of the eruptions and earthquakes that have shaken the Big Island for days, government officials say. Authorities worry that the seismic activity could cause gas leaks or explosions at the plant, which is near fissures that have broken the surface. Before dawn Thursday, PGV employees removed a large reserve of pentane — 60,000 gallons of highly flammable solvent used in the powering of turbines — because of fears that it could leak and ignite.

PGV officials and those of its parent company, Reno, Nev.-based Ormat Technologies, did not respond to requests for comment.

The move of chemical stores from the plant here in the southeastern corner of the island was completed after Hawaii Gov. —David Ige (D) issued an emergency proclamation and gave the state greater authority to step in and mandate precautions. It also came about 11 hours before a 4.2-magnitude earthquake struck the island Thursday, one of several temblors around the volcano.

Residents and officials remain concerned about potential explosions and toxic gas leaks from the underground wells that provide heat for energy production. If the wells break, they could release dangerous gas — including colorless, flammable and toxic hydrogen sulfide — into the area around Leilani Estates and Lanipuna Gardens, the evacuated neighborhoods that already are choked with volcanic fumes.





*An aerial view of the Puna Geothermal Venture, a plant that lies just downslope of the erupting Kilauea volcano on Hawaii's Big Island. Smoke rises from the lava flow on May 4 as it made its way through the Leilani Estates subdivision near Pahoa. (Bruce Omori/Paradise Helicopters/EPA-EFE/Shutterstock)*

"Volcanologists know there is magma under and around the geothermal well fields," County of Hawaii Council member Jennifer Ruggles, who represents western Puna, said in a statement Thursday night. "The magma is moving and it is unpredictable. There is a real risk that the wells could be damaged."

Ruggles noted that if a leak were to happen, winds could disperse the gas for miles. She suggested that everyone living within two to three miles of the PGV have an evacuation plan.

Some neighbors argue that a geothermal plant that uses dangerous chemicals never should have been built in Pahoa.

"This is one of the most unstable pieces of land on the entire planet, and they knew that," said Robert Petricci, president of the Puna Pono Alliance watchdog group, who lives near the plant. "They built it anyway to make money."

The PGV has irked residents for decades, even as it produces clean energy for the island. The plant has nine wells that run as deep as 8,000 feet, according to Wil Okabe, managing director

for the County of Hawaii. The wells allow steam and hot liquid to rise and power turbines, but they have the potential to explode. They normally produce up to 38 megawatts of electricity, which is sold to Hawaii Electric Light Co.



*The Puna Geothermal Venture plant has been a contentious issue for residents for decades. (Mario Tama/Getty Images)*

Operations at the Puna plant have been halted since May 3 because of the seismic and volcanic activity. Now that the pentane stores have been moved, officials have turned their attention to the underground wells.

“We are very concerned about the wells,” Okabe said. “We’ve put cinder and other things on top of them, but we are still waiting for more information from experts on the mainland about how to deal with them.”

Okabe said one possible way to mitigate the danger could be to pump water into the wells to cool them.

Bob Culnan, 64, a former PGV power plant operator, said in an interview Friday that he believes the water-cooling method could work but needs to be done quickly, noting that “killing the wells” should happen soon, before pressure builds up beneath the closed vents. Should they explode, it could be difficult to cap them later, meaning they could spew steam and gas for years.

Culnan said that, under normal circumstances, hydrogen sulfide mixes with sulfur dioxide from the volcano to become water vapor and solid sulfur, but the deep wells allow some hydrogen sulfide to rise before that process occurs. Culnan said that he never experienced health problems while working at the plant and that if a well were to break, he does not think it would present a permanent health hazard.

“I love geothermal,” Culnan said. “I put my heart and soul into that place, and I think it’s an excellent source of power for the island.”

Aura Garcia, 56, an anthurium farmer who lived across from the PGV site for decades, said she is worried that the company’s wells might already be venting dangerous gas throughout the area.

From the time she moved there in January 1986 with her husband and newborn daughter — even before the geothermal plant was developed over existing geothermal wells — there were problems with gas emissions that made her and other residents sick, she said.

“When we first moved in, we thought geothermal was just good, natural energy and that it just smelled bad,” she said.

But years of living there changed her mind. She regularly saw the wells across from her home let off toxic steam. She would suddenly fall ill without explanation and sometimes felt lethargic and “immobilized” she said, sometimes for days. Garcia said she finally moved in 2012.

“I was getting to the point where I couldn’t breathe,” she said. “They need to kill the wells. . . . With all the seismic activity, one of them is going to blow up.”

[To live on a volcano is to accept risk. On Hawaii’s Big Island, the risk has become reality.]

Garcia’s fears of gas emissions were confirmed in studies over the years. In 1991, from June 12 to June 14, the PGV accidentally released into the air 180 pounds per hour of hydrogen sulfide and other toxic compounds, including lead, chromium, arsenic and mercury, according to an environmental study conducted a month later. According to the report from Goddard and Goddard, the release posed a “significant health concern” that violated emission limits and correlated with health problems in the area. At least 123 people reported health issues that included eye irritations and breathing difficulties, the report said.

Hydrogen sulfide is a toxic gas that can irritate lungs and eyes at low concentrations, and in large quantities can cause headache, dizziness, respiratory paralysis and death, with possible symptoms arising months after exposure, according to the International Volcanic Health Hazard Network.

The county government has been aware of residents’ complaints and has run a decades-long Geothermal Relocation Program to help those who live near the plant move away. Residents



who applied for the state-funded program could expect to be paid up to 130 percent of their home's assessed value, though the program then retained the right to resell the properties. The program helped residents in 20 homes move out, and it is still active, said Michael Yet, the County of Hawaii planning director. At least one person had inquired about the program within the past several days, Yet said.

Other toxic leaks have happened at the plant more recently.



*Kilauea's East Rift Zone, along which the Leilani Estates neighborhood sits, as seen May 9 from a helicopter over Pahoa, Hawaii. The Puna Geothermal Venture power plant is at lower right. (Cindy Ellen Russell/AP)*

In the spring of 2013, a pump failure and a tripped breaker resulted in the plant releasing dangerous levels of contaminants, including hydrogen sulfide, accidents that yielded a \$76,500 fine from the Environmental Protection Agency. An inspection at the time found "that PGV had failed to take necessary steps to prevent accidental releases of hydrogen sulfide," the EPA said in a statement.

In 2014, Tropical Storm Iselle triggered another accident. Residents said they heard a sound like a "jet engine" roar, smelled sulfur, then experienced headaches, coughing and lethargy when a plume of gas was released from the plant. PGV representatives said at the time that the release was intentional and did not exceed regulatory limits for toxins.

**May 15, 2018**  
**Regular Meeting**  
**Item # 11e**

**Probation**

**Handouts / Letter**

Mr. Butters,

The Mono County Probation Officers' Association has severed ties with Local 39, please see the attached petition. Effective, immediately please discontinue transferring payments to Local 39 and process a paper check payable to the Mono County Probation Officers' Association.

Our labor representative is Michael Jarvis he can be reached at [mjarvis@mastagni.com](mailto:mjarvis@mastagni.com) or (916) 508-7202. If you have any questions, please don't hesitate to contact me directly or Michael. If you have anything you need from us please let us know.

Thank you,



Stacie Casabian

Mono County Probation Officers' Association



By signing this petition, I certify that I wish to sever ties from Local 39 and be represented by the Mono County Probation Officers' Association. I also understand that the Mono County Probation Officers' Association will sever ties with Local 39 effective April 1, 2018.

Print Name	Sign Name
Stacie Casabian	Stacie Casabian
Jazmin Barkley	Jazmin Barkley
Dylan Whitmore	Dylan Whitmore
JANATHA HIMELHOCH	Janatha Himelhoch
Erin Van Kampen	Erin Van Kampen
ORLANDO MEJIA	Orlando Mejia
Curtis Hill	Curtis Hill
Erin Knight	Erin Knight

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**COUNTY OF MONO**

**AND**

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

**majority representative of the**

**DEPUTY PROBATION OFFICERS UNIT (DPOU)**



**(January 1, 2011 through December 31, 2012)**

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## **ARTICLE 1. PARTIES; DEFINITIONS; PURPOSES**

### **A. Parties**

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

### **B. Definitions**

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

- (1) "UNION" means the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, the majority representative of the recognized employee bargaining unit (or "representation unit") known as the Deputy Probation Officers Unit (DPOU), which is defined below.
- (2) "COUNTY" means the County of Mono, a political subdivision of the State of California.
- (4) "COVERED EMPLOYEES" means those Mono COUNTY employees whose job classifications are included in the DPOU bargaining unit and who are not "temporary employees" as that term is defined in Mono COUNTY Code Section 2.68.020(27) or in any successor section. All covered employees are covered by the terms of this MOU.
- (5) "Deputy Probation Officers Unit (DPOU)" means the recognized bargaining unit consisting of all deputy probation officer job classifications and also the probation aide (juvenile counselor) classification. DPOU does not include the job classifications of Chief Probation Officer or Assistant Chief Probation Officer.
- (6) "MOU" means this Memorandum of Understanding between UNION and COUNTY.

### **C. Purposes**

The purposes of this MOU are to provide for continuity of governmental operations and employment through harmonious relations, cooperation and understanding between COUNTY and the employees covered by the provisions of the MOU; to provide an established, orderly and fair means of

resolving misunderstandings or differences which may arise between the parties concerning the subject matter of this MOU; to set forth the understanding reached by UNION and COUNTY as a result of good faith negotiations. The MOU requires the approval of the Mono COUNTY Board of Supervisors and UNION prior to its execution and implementation.

## **ARTICLE 2. TERM AND RENEGOTIATION**

The provisions of this MOU are retroactive to, and shall be effective from and after, January 1, 2011, unless otherwise specified. This MOU shall expire at 12:00 midnight on December 31, 2012, except as otherwise provided by state law. In the event either party desires to negotiate a successor MOU, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate a successor MOU. Both parties agree to use their best efforts to complete negotiations on a successor MOU.

## **ARTICLE 3. RECOGNITION**

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

## **ARTICLE 4. UNION RIGHTS**

- A. COUNTY recognizes all legal rights of all employees covered by this MOU, including the rights to join and participate in the activities of the UNION and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code; known as the Meyers-Milias-Brown Act ("MMB Act"). COUNTY shall not intimidate, restrain, coerce, or discriminate against any covered employee because of the exercise of any such rights. The provisions of this MOU shall be applied to all covered employees without discrimination because of race, color, sex, age, creed or religion, and in accordance with applicable State and Federal laws.
- B. One (1) UNION representative and each new employee shall have the right to thirty (30) minutes paid release time to orient the new employee regarding the MOU and the role of the UNION.

## **ARTICLE 5. EMPLOYEE RIGHTS**

- 5.1. All employees covered by this MOU shall have and enjoy all rights and benefits conferred by the Meyers-Milias-Brown Act (Govt. Code 3500 et seq.), by other applicable state and federal laws and by this MOU upon such employees.
- 5.2. Covered employees shall specifically have the right to join and participate in the activities of the UNION, or to not join and not participate in the activities

of the UNION, as such employees may elect, and to be free from unlawful coercion, pressure or influence regarding their decision.

- 5.3. Each covered employee shall have the right to review his or her Master Personnel File and any official departmental personnel file (except supervisors' working files, records of employment or promotion application and legal or medical files which shall be maintained apart from the Personnel files) and to obtain copies from those files which employee has the right to review. COUNTY may schedule the employee's review and shall be permitted adequate time to make copies (if requested) depending on available staff. Such right shall also extend to any individual or representative for whom the employee executes a written authorization to review and obtain copies from the employee's personnel file(s).
- 5.4. In addition to any requirements imposed on COUNTY by the Court's decision in National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), or any subsequent case law or statutes, COUNTY (through its duly appointed investigator) will conduct formal internal and/or administrative investigations (as defined below) that involve covered employees in the following manner:
- 5.4.1. For the purposes of this MOU, the term "formal internal and/or administrative investigations" refers to any investigation ordered or authorized by the COUNTY Administrative Officer or the Board of Supervisors as a result of specific, written charges or complaints filed by any person against a COUNTY official or employee. The term also refers to any investigation, however conducted or authorized, that would trigger, if the COUNTY were covered by the NRLA, the rights accorded by National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), or any subsequent case law or statutes. The term does not refer to COUNTY investigations of workers compensation claims or investigations of illegal activities conducted in the ordinary course of business by the Mono COUNTY Sheriff's Department, the District Attorney's Office, or by any other state, federal, or local law enforcement agency.
- 5.4.2. COUNTY has the right to compel employees, including UNION members, to answer questions within the scope of their employment. Employees have a mandatory duty to answer such questions fully and truthfully. Knowing failure by a member to answer questions fully or truthfully while being interviewed is a serious offense and an appropriate ground for termination or other discipline. COUNTY may remind members of such facts during the interview, and may before questioning require members to swear or affirm under penalty of perjury that they will answer questions fully and truthfully. In no event shall failure by COUNTY to provide such a reminder to a member or require such an oath or affirmation waive COUNTY'S ability to later pursue discipline if the circumstances warrant it.



**5.4.3. COUNTY will actually notify a UNION member at least 24 hours prior to interviewing that member. COUNTY will use its best efforts to provide such notice in writing. Such notice shall reveal the time and place of the interview and its estimated duration. The notice shall also reveal the general nature of the investigation and the general area in which questions will be asked except to the extent that the revelation of such information in a notice would: invade the personal privacy of any person; require the disclosure of confidential or privileged information or any evidence already gathered pursuant to the investigation; or potentially expose COUNTY to liability.**

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

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

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

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

interview - on how or whether to answer any questions asked during the interview.

- 5.4.7. Notwithstanding any other provision of this MOU, the following persons are disqualified from acting as a UNION representative or an observer during the interview: a person whose accusation or complaint triggered the investigation; a person who is the subject of the investigation; a reporter or agent of a newspaper, television or radio station, or other mass-communication medium; a person who the COUNTY has already interviewed as part of the investigation; a person who the COUNTY intends to interview as part of the investigation; a person who is unwilling to abide by the terms of this Article of the MOU, whether or not such person is a member of the UNION; a person who is involved in conducting the investigation; or a person who will ultimately act as a decision-maker with respect to any disciplinary action that might result from the investigation.
- 5.4.8. The COUNTY, as well as any COUNTY employee present during the interview, may take notes, record or otherwise memorialize an interview, through audio or video taping or any other medium; provided, however, that such records or memorializations shall remain strictly confidential under the restrictions imposed by paragraph 5.4.9 below. No other person present during the interview shall have the right to record or otherwise memorialize the interview, except that such person may take notes. But all such persons shall, while the investigation is still ongoing, be entitled to reasonable access to any recording or other memorialization (except notes taken) made by the COUNTY; and, after the investigation and any subsequent disciplinary action is completed (but not before), shall be entitled to a copy of any such formal recording. In no event shall this paragraph be construed as granting access to notes taken by any COUNTY investigator or other representative. The COUNTY shall have at least 48 hours after such access is requested to arrange for it and at least 10 working days after a request for a copy is made to provide it. Any such access or copies shall be provided at the requesting party's own time and expense, except that a copy of any recording made by COUNTY or already existing transcript thereof shall be provided free of charge to a requesting party who is appealing a disciplinary action brought against that person by COUNTY as a result of the investigation in which the recording was made.
- 5.4.9. The questions asked, and the answers given, during any interview conducted are strictly confidential. No person present during an interview shall reveal or discuss the contents of such questions or answers except in the context of official COUNTY business or UNION representational services involving the particular employee who was interviewed (i.e., the UNION may not disclose the contents of any given interview to any employee who was not present during that interview). Intentional disclosure of such information by any COUNTY employee present during an interview in violation of the

foregoing restriction is a serious offense and shall be an appropriate ground for termination or other discipline, as shall any attempt by any employee to solicit such information from a person present during an interview.

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

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

#### **ARTICLE 6. HEALTH INSURANCE AND DISABILITY INSURANCE**

- A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 7 and 8.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by COUNTY pursuant to this Agreement.
- C. Consistent with the COUNTY's prior implementation of CalPERS medical insurance for all covered employees and retirees, the COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 (\$108.00 for 2011) per employee per month for medical insurance, which amount shall not increase.
- D. Disability Insurance

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

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



- (2) The medical portion of Social Security.

**E. Health Care Coverage for Retirees**

- (1) The COUNTY shall continue to pay the statutory amount prescribed by Government Code section 22892 (\$108.00 for 2011) per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.
- (2) Each "retired employee" and one dependent of a retired employee (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.
- (3) "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- (4) Any benefits after retirement under this Section E of Article 6 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.

**ARTICLE 7. DENTAL CARE PLAN**

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

**ARTICLE 8. VISION CARE PLAN**

COUNTY shall implement and extend coverage under Vision Care (Plan C: \$10.00 deductible) to all covered employees and their dependents by COUNTY with the understanding that COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the COUNTY Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired employees (as defined above in Article 6), together with one dependent.

**ARTICLE 9. CAFETERIA PLAN**

- A. From January 1, 2011, through July 31, 2011, with respect to any covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee. The COUNTY will ensure that the amount paid is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back. Notwithstanding the foregoing, the COUNTY may in its discretion continue contributions under this subsection A beyond July 31, 2011.
  
- B. From August 1, 2011, through December 31, 2012, with respect to any full-time covered employee and any part-time covered employee hired prior to July 1, 2011, who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below for those employees who enroll in the two-party or family tier, which shall be contributed by the employee:

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

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would

exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable). Notwithstanding the foregoing, the COUNTY may in its discretion postpone implementation of this subsection B beyond August 1, 2011.

- C. Part-Time Employees: With respect to any part-time covered employee hired after July 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 on behalf of that employee (\$108.00 for 2011):

Less than .5 FTE: 0% (No County contribution)  
.5 - .74 FTE: 50% of the PERS Choice Premium  
.75 FTE - .9 FTE: 75% of the PERS Choice Premium

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 (C) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after July 1, 2011, or who transfers to such a position after July 1, 2011; 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.

- D. From January 1, 2011, through December 31, 2011, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan a flat amount per month for that non-enrolled employee exactly equal to the amount then being contributed by the COUNTY for employees who are enrolled in the "Single" tier of PERS Choice coverage and who reside in the same state and COUNTY as the non-enrolled employee. Notwithstanding the foregoing, no employee (regardless of date of hire) shall



eligible to receive a contribution to the Cafeteria Plan under this subsection D unless they were already receiving such a contribution prior to July 1, 2011.

- E. Effective January 1, 2012 with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan three hundred dollars (\$300) per month for that non-enrolled employee. Notwithstanding the foregoing, no employee (regardless of date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this subsection E unless they were already previously receiving such a contribution prior to July 1, 2011.
- F. The Cafeteria Plan shall include a "cash-back" option to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws and without altering COUNTY's obligations under the Fair Labor Standards Act (FLSA). Among other things, the Cafeteria Plan shall specify that an employee may not take cash back unless he or she can provide written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from insurance plans offered through the Cafeteria Plan.

**ARTICLE 10. 401(a) PLAN.**

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

- B. 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%

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

**ARTICLE 11. RETIREMENT SERVICE** (Applicable only to certain employees who retired or were on COUNTY payroll prior to January 1, 2002).

- A. Each retired employee who was on COUNTY payroll prior to January 1, 2002, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under COUNTY's Section 125 Cafeteria Plan (See Article 9), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 10).
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10)

years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.

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

- (1) If the employee retires after December 31, 2001, but before 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 based on the residency and coverage tier in which the retiree is enrolled minus the statutory amount prescribed by Government Code section 22892 (\$108.00 for 2011) per month paid by the COUNTY directly to PERS. As with active employees, any retiree who is not enrolled in CalPERS medical insurance during calendar year 2011 but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. As with active employees, effective January 1, 2012, any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to \$300 per month. Notwithstanding the foregoing, as with active employees, a retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall not be eligible to receive a credit allowance under this subsection (C)(1) unless they were already receiving such a credit allowance prior to July 1, 2011. Retired employees governed by this paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws, but as with active employees, the Cafeteria Plan shall specify that a retired employee may not take cash back unless he or she can provide the COUNTY with written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from medical insurance plans offered through the Cafeteria Plan.
- (2) If the employee retires 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 based on the residency and coverage tier in which the retiree is enrolled minus the statutory amount prescribed by Government Code section 22892 (\$108.00 for 2011) per month paid by the COUNTY



directly to PERS and minus the same monthly amount that the retiree was contributing toward their medical insurance premiums as an active employee immediately prior to their retirement. For example, if an employee was contributing \$50 per month toward his or her medical insurance as an active employee at the time of retirement, then that same fixed dollar amount shall be deducted from the flexible credit allowance paid to them as a retired employee pursuant to this subsection (C)(2). Note that under this formula, while the PERS Choice premium and the statutory amount prescribed by Government Code section 22892 will vary over time (based on the then-current amounts), the amount deducted therefrom based on what the retiree was contributing as an active employee does not vary.

- (3) If the employee retires before December 31, 2001, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 (\$108.00 for 2011) per month paid by the COUNTY directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.

## **ARTICLE 12. VACATION ACCUMULATION**

- A. Vacation accrual for covered employees shall be as provided in the Mono COUNTY Code. Notwithstanding anything to the contrary, the maximum number of vacation days that may be accumulated by any employee as of December 31<sup>st</sup>, the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation day accumulation as provided in the Mono County Code.
- B. If a covered employee's total accumulated vacation days exceeds two and one-half times their annual vacation day accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual. Once the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual,

then their accrual of vacation days will recommence for the remainder of the calendar year.

- C. Any covered employees who have accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

### **ARTICLE 13. SICK LEAVE**

- A. Sick leave for each covered employee shall accrue upon the employee's date of employment at the rate of one (1) full day of sick leave for each month of service, to a maximum accrual of one hundred and twenty (120) sick leave days (i.e., 960 hours). Upon termination, the employee shall be compensated for accrued sick leave as follows:

- (1) If the employee has worked for COUNTY for less than five (5) years, no amount shall be paid for accrued sick leave.
- (2) If the employee has worked for COUNTY more than five (5) years, but less than ten (10) years, then the employee shall be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.
- (3) If the employee has worked for COUNTY more than ten (10) years, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
- (4) If the employee is terminated by reason of layoff, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave regardless of how long the employee has worked for COUNTY.

- B. The dollar value of the employee's accrued sick leave shall be based upon the employee's base rate of pay on the date of termination.

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

- A. During the period from July 1, 2011, through December 31, 2011, any covered employee, upon completion of three (3) years of COUNTY service at "E" step (or top step) of his/her salary range, shall receive two-and-one-half percent (2.5%) additional compensation. An additional two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of COUNTY service at "E" step (or top step) of his/her salary range. A third

and final one-and-one-half percent (1.5%) longevity compensation shall be paid upon completion of nine (9) years of COUNTY service at "E" step (or top step) of his/her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on July 31, 2011, was already eligible to receive at least seven and one-half percent (7.5%) longevity pay shall instead receive one percent (1%) less than that amount of longevity pay. (Note: employees hired on or after July 1, 2011, will not be eligible to receive longevity compensation at any future date.)

- B. During the period from January 1, 2012, through December 31, 2012, any covered employee hired before July 1, 2011, upon completion of three (3) years of COUNTY service at "E" step (or top step) of his/her salary range, shall receive two and one-half percent (2.5%) additional compensation. An additional two and one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of COUNTY service at "E" step (or top step) of his/her salary range. A third and final one-half percent (0.5%) longevity compensation shall be paid upon completion of nine (9) years of COUNTY service at "E" step (or top step) of his/her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on December 31, 2011, was already eligible to receive at least six and one-half percent (6.5%) longevity pay shall instead receive one percent (1%) less than that amount of longevity pay. (Note: employees hired on or after July 1, 2011, will not be eligible to receive longevity compensation at any future date.)

**ARTICLE 15.        ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY**

- A. In the event a covered employee assumes the full range of responsibilities normally expected of a position entailing greater responsibility than his or her presently assigned position, that employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the entire time the employee carries out the higher class duties.
- B. The provisions of this Article are operative only when all the following conditions occur:
- (1) Written direction has been given to the employee to assume the higher responsibilities by the employee's department head or by a person so authorized by the Department Head. If no written directive is issued, no out-of-class work shall be expected or required.
  - (2) In each assignment of higher duties, the performance of such duties must be for a period of at least two (2) consecutive workdays.



- (3) The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors. The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification for the time period of the assignment. This shall not apply to temporary assignments, which are made pursuant to prior mutual agreement between the employee and his or her immediate supervisor for the purpose of providing a training opportunity to the employee for a mutually agreed period of time.
- C. No out-of-class assignment shall exceed six (6) months unless a written extension is executed by the employer, the UNION and the employee. Out-of-class assignments shall not be used to avoid or prolong promotion or new hire.
- D. In the event a qualifying higher level assignment has been made but written direction was not properly issued, the employee is still entitled to the compensation provided in this Article, but only if brought to the Department Head's attention within six (6) months of the end of the assignment.

#### **ARTICLE 16. RELEASE TIME**

- A. Chief Stewards shall have reasonable time off with pay for the purpose of carrying out UNION related matters (not to exceed a total of seven (7) persons). UNION representatives shall notify their Department Heads that they will be participating in UNION matters.
- B. COUNTY agrees that UNION members may attend semi-annual UNION membership meetings during working hours without loss of pay provided:
  - (1) Attendance is verified by signature roster, a copy of which shall be supplied to the COUNTY by request.
  - (2) Attendance during working hours without loss of pay will be limited to two (2) hours per meeting.
  - (3) The employee's absence from work will not result in the lack of minimum coverage of office functions in the employee's office as determined by the employee's Department Head.

#### **ARTICLE 17. WORKSITE SAFETY**

- A. Safety Equipment

- (1) COUNTY shall provide the funds necessary to assure that covered employees needing such equipment for health and safety purposes shall receive new or otherwise serviceable and adequate protective safety equipment. COUNTY shall purchase or replace the following minimum issue of such equipment for each covered employee:
- (a) firearm (40 caliber/automatic or equivalent equipped with two additional ammunition clips);
  - (b) firearm holster;
  - (c) sufficient ammunition for work and range qualifications;
  - (d) ear protection for range qualifications;
  - (e) eye protection for range qualifications;
  - (f) duty/work belt;
  - (g) 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)
- (2) Safety equipment shall remain the property of COUNTY and shall be properly inventoried. Equipment shall be used and/or worn by employees whenever engaged in tasks for which such equipment is needed or intended. Employees shall return assigned equipment upon termination from COUNTY employment. Previously issued equipment shall be returned by the employees to whom it has been issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued safety equipment and for the cost of replacement of lost equipment.

**B. Worksite Inspection**

COUNTY shall provide reasonable safety programs and annual onsite safety inspections in order to assure safe worksites for COUNTY employees. Department Heads shall have the responsibility for scheduling the safety programs and annual on-site worksite inspections. Employees may file written complaints relating to the safety of worksites. Written complaints shall be filed with the relevant Department Heads and copies shall be

transmitted by employees who file them to UNION. Should the complaint be unresolved at the department head level, an appeal of the matter shall be heard by the Worksite Safety Committee, which shall work with the employee(s), Department Head, supervisor(s) and other UNION and management representatives to resolve the matter.

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

#### **ARTICLE 18. CALL BACK - ON CALL**

##### **A. Call Back**

A covered employee who is called in to work at any time other than his or her normal working hours shall be paid for a minimum of 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**

"On Call" means that period of time during which an employee is assigned to be available for duty. During that period, the employee has free use of his or her time with the exception of being required to be available for duty by telephone or two-way radio during the entire period of the assignment.

- (1) On call status shall be assigned by the Department Head or designee and paid at the rate of three dollars (\$3.00) per hour for the duration of the on call period. No on-call period shall be less than twelve (12) hours in duration.
- (2) A two (2) hour minimum shall be paid at the overtime rate to an employee who is called out while assigned on call duty.
- (3) No employee, unless mutually agreed to, shall have the hours of his or her normally scheduled shift reduced as a result of a call out.

#### **ARTICLE 19. OVERTIME**

- ##### **A. Calculation of Overtime:** For time actually worked in excess of forty (40) hours per week, covered employees shall be paid in accordance with the Fair Labor Standards Act (FLSA). Accordingly, and notwithstanding any contrary



provision of the County Code or personnel rules, use by an employee of any form of leave or CTO during a work week shall NOT be counted as hours actually worked for purposes of determining whether that employee has worked more than 40 hours that week for purposes of earning overtime (consistent with FLSA). Any covered employee who has actually worked in excess of forty (40) hours in a workweek may, in their option, be credited back any CTO or leave time that they had utilized during that workweek prior to knowing that they would actually work more than 40 hours (note: if an 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) Covered employees may accumulate up to eighty (80) hours of compensatory time off (CTO), which may be utilized with the permission of the Department Head.
- (2) At the time CTO is earned, the employee must elect whether the time will be used as CTO or whether it will be cashed out. Once the employee makes the election it cannot be changed.

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

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

**E. Travel time:** Generally, travel time to and from work does not constitute hours worked. This is true whether the employee works at a fixed location or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to COUNTY'S instructions. All such travel time shall be considered "hours worked" by the traveling employee, 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 would be owed as a result of the travel (all other things being equal).

## **ARTICLE 20. PERS RETIREMENT BENEFITS AND CONTRIBUTIONS**

- A. Covered employees shall continue payment of the employee's contribution for applicable PERS coverage and retirement. COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.**
- B. COUNTY and UNION agree that for the purposes of PERS retirement, the "single highest year" of the employee's service years of COUNTY employment shall be used for calculation of the retirement benefits of that employee.**
- C. As soon as reasonably practicable after ratification of this MOU, COUNTY shall amend its PERS contract so as to provide covered employees hired after the effective date of the amendment with PERS "2.5% at 50" retirement. Any employees hired prior to the effective date of that amendment shall continue to be enrolled in PERS "3% at 50" Safety retirement. And covered employees shall continue payment of the employee's contribution for applicable PERS coverage and retirement. COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.**
- D. Covered employees shall continue to be enrolled in the PERS Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code section 21574).**

## **ARTICLE 21. WAGES**

- A. Covered employees shall receive no increases of any kind to their base compensation during the term of this MOU, with the exception of increases resulting from changes in job classifications (e.g., promotions, reclassifications, and transfers).**
- B. Effective July 1, 2011, notwithstanding any contrary provision of the County Code or personnel rules, covered employee shall not be eligible to earn or receive "step increases" during the term of this MOU. And no time worked during the term of this MOU shall be counted for purposes of determining any future step increases (if and when such increases are again provided).**
- C. All employees will be required to utilize direct deposit of their payroll checks.**

## **ARTICLE 22. EDUCATION INCENTIVE PROGRAM**

objections to joining or financially supporting public employee organizations. Such individuals shall not be required to join or financially support the UNION as a condition of employment, but will be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to one of the two (2) following non-religious, non-labor charitable funds, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by such employee:

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

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

- B. The service fee payment will be used by UNION for purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.
- C. It shall be the employer's responsibility, once notified by UNION of the amount of the service fee as determined by UNION, to provide UNION with a list of all persons in the bargaining unit and their addresses, in order that the UNION can notify such individuals of their obligation under this contract and pursuant to Government Code Section 3502.5. Thereafter, service fees from non-members shall be collected by payroll deduction and distributed to UNION on a monthly basis. UNION will be notified no later than thirty (30) days after the event of any additions or deletions of the names of persons as employees in the bargaining unit to whom this provision is applicable.
- D. UNION shall defend, indemnify, and hold harmless COUNTY on account of all claims against COUNTY, and all lawsuits in which COUNTY is a party defendant as a result of the provisions of this Article, except for claims against COUNTY which arise from the intentional, wanton or reckless acts (or malice, fraud or oppression) of COUNTY.

#### **ARTICLE 24. MISCELLANEOUS PROVISIONS**

- A. **Entire Agreement:** Except as provided in specific Articles pertaining to future agreements between the parties on specific issues, this MOU constitutes the entire understanding of the parties.
- B. **Alternate Work Schedules** The COUNTY agrees that the County Administrative Officer and the Finance Director will continue to work and meet with UNION regarding the evaluation of alternate work schedules, such



as four (4) ten (10) hour days per week, instead of five (5) eight (8) hour days per week, for forty (40) hour per week employees. This paragraph shall not be construed as requiring COUNTY to consider or implement unique, flexible working hours or schedules for individual covered employees.

C. Amendments

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

D. Severability Section

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

**ARTICLE 25. NO-LOCKOUT AND NO-STRIKE CLAUSE**

- A. During the term of this Agreement, COUNTY agrees that it will not lockout employees; and UNION agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Agreement. UNION will take whatever lawful steps are necessary to prevent any interruption of work in violation of the Agreement, recognizing with COUNTY that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedure.
- B. Any strike, slowdown or other work stoppage resulting from violation of Paragraph A, above, may permit COUNTY to immediately suspend dues deductions. The amount that would usually have been deducted from employees' pay during the pay period shall not be deducted if any work stoppage as defined above occurs at any time during the pay period.

**ARTICLE 26. NON-DISCRIMINATION**

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

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

**ARTICLE 27. MANAGEMENT RIGHTS**

- A. All management rights and functions, except those, which are expressly abridged by this Contract, are expressly reserved by COUNTY.
- B. The rights of COUNTY include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other reasons not prohibited or in conflict with State or Federal law; maintain the efficiency of COUNTY operation; determine the methods, means and personnel by which COUNTY operations are to be conducted; determine the content of job classifications; take all necessary and lawful actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. COUNTY has the right to make rules and regulations pertaining to employees, so long as such rules and regulations do not violate this MOU or are prohibited or in conflict with State or Federal law.
- C. COUNTY shall continue to exercise the authority vested in it by COUNTY Code and Personnel Rules & Regulations as they may be amended from time to time. The explicit provisions of this Contract, however, constitute the negotiated agreements between the parties and shall prevail in all terms and conditions as agreed between the parties.
- D. Nothing herein may be construed to limit the ability of the parties to voluntarily consult on any matter outside the scope of representation.

**ARTICLE 28. PERSONNEL RULE REVISIONS**

UNION agrees to the COUNTY's proposed new and/or revised personnel rules, as presented to UNION prior to entry into this MOU. 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. UNION agrees that once the COUNTY has duly adopted any such new and/or revised personnel rules, such rules shall apply to all employees covered by this MOU.

**EXECUTION**

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

**LOCAL 39/UNION:**

By: \_\_\_\_\_  
**JERRY KALMAR, Business Mgr.**

**COUNTY:**

By: \_\_\_\_\_  
**DUANE "HAP" HAZARD, Chair  
Board of Supervisors**

**LOCAL 39/UNION:**

By: \_\_\_\_\_  
**MADISON BLAND, President**

**LOCAL 39/UNION:**

By: \_\_\_\_\_  
**JOAN BRYANT, Dir. of Public Emp.**

**LOCAL 39/UNION:**

By: \_\_\_\_\_  
**DIANE ANTHONY, Member/Negotiator**

**LOCAL 39/UNION:**

By: \_\_\_\_\_  
**JERRY FREDERICK, Business Rep.**



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COUNTY OF MONO**

**AND**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, STATIONARY LOCAL 39, AFL-  
CIO, the exclusively recognized employee  
organization representing the Deputy Probation  
Officers Unit (DPOU)**



**(January 1, 2013 through June 30, 2019)**

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**ARTICLE 1. PARTIES; DEFINITIONS; PURPOSES**

**A. Parties**

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

**B. Definitions**

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

- (1) "UNION" means the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, the exclusively recognized employee organization representing the employee bargaining unit (or "representation unit") known as the Deputy Probation Officers Unit (DPOU), which is defined below.
- (2) "COUNTY" means the County of Mono, a political subdivision of the State of California.
- (4) "COVERED EMPLOYEES" means those Mono COUNTY employees whose job classifications are included in the DPOU bargaining unit and who are not "temporary employees" as that term is defined in Mono COUNTY Code Section 2.68.020(27) or in any successor section. All covered employees are covered by the terms of this MOU.
- (5) "Deputy Probation Officers Unit (DPOU)" means the recognized bargaining unit consisting of all deputy probation officer job classifications and also the probation aide (juvenile counselor) classification and the juvenile probation assistant and program manager classification. DPOU does not include the job classifications of Chief Probation Officer or Assistant Chief Probation Officer.
- (6) "MOU" means this Memorandum of Understanding between UNION and COUNTY.



**C. Purposes**

The purposes of this MOU are to provide for continuity of governmental operations and employment through harmonious relations, cooperation and understanding between COUNTY and the employees covered by the provisions of the MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise between the parties concerning the subject matter of this MOU; to set forth the understanding reached by UNION and COUNTY as a result of good faith negotiations. The MOU requires the approval of the Mono COUNTY Board of Supervisors and UNION prior to its execution and implementation.

**ARTICLE 2. TERM AND RENEGOTIATION**

The provisions of this MOU are retroactive to, and shall be effective from and after, January 1, 2013, unless otherwise specified. This MOU shall expire at 12:00 midnight on June 30, 2019, except as otherwise provided by state law. In the event either party desires to negotiate a successor MOU, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate a successor MOU. Both parties agree to use their best efforts to complete negotiations on a successor MOU.

**ARTICLE 3. RECOGNITION**

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

**ARTICLE 4. UNION RIGHTS**

- A. COUNTY recognizes all legal rights of all employees covered by this MOU, including the rights to join and participate in the activities of the UNION and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code; known as the Meyers-Milias-Brown Act ("MMB Act"). COUNTY shall not intimidate, restrain, coerce, or discriminate against any covered employee because of the exercise of any such rights. The provisions of this MOU shall be applied to all covered employees without discrimination because of race, color, sex, age, creed or religion, and in accordance with applicable State and Federal laws.
- B. One (1) UNION representative and each new employee shall have the right to thirty (30) minutes paid release time to orient the new employee regarding the MOU and the role of the UNION.

**ARTICLE 5. EMPLOYEE RIGHTS**

- 5.1. All employees covered by this MOU shall have and enjoy all rights and benefits conferred by the Meyers-Milias-Brown Act (Govt. Code 3500 et seq), by other applicable state and federal laws and by this MOU upon such employees.
- 5.2. Covered employees shall specifically have the right to join and participate in the activities of the UNION, or to not join and not participate in the activities of the UNION, as such employees may elect, and to be free from unlawful coercion, pressure or influence regarding their decision.
- 5.3. Each covered employee shall have the right to review his or her Master Personnel File and any official departmental personnel file (except supervisors' working files, records of employment or promotion application and legal or medical files which shall be maintained apart from the Personnel files) and to obtain copies from those files which employee has the right to review. COUNTY may schedule the employee's review and shall be permitted adequate time to make copies (if requested) depending on available staff. Such right shall also extend to any individual or representative for whom the employee executes a written authorization to review and obtain copies from the employee's personnel file(s).
- 5.4. In addition to any requirements imposed on COUNTY by the Court's decision in National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), or any subsequent case law or statutes, COUNTY (through its duly appointed investigator) will conduct formal internal and/or administrative investigations (as defined below) that involve covered employees in the following manner:
- 5.4.1. For the purposes of this MOU, the term "formal internal and/or administrative investigations" refers to any investigation ordered or authorized by the COUNTY Administrative Officer or the Board of Supervisors as a result of specific, written charges or complaints filed by any person against a COUNTY official or employee. The term also refers to any investigation, however conducted or authorized, that would trigger, if the COUNTY were covered by the NRLA, the rights accorded by National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), or any subsequent case law or statutes. The term does not refer to COUNTY investigations of workers compensation claims or investigations of illegal activities conducted in the ordinary course of business by the Mono COUNTY Sheriff's Department, the District Attorney's Office, or by any other state, federal, or local law enforcement agency.
- 5.4.2. COUNTY has the right to compel employees, including UNION members, to answer questions within the scope of their employment. Employees have a mandatory duty to answer such questions fully and truthfully. Knowing

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

- 5.4.3. COUNTY will actually notify a UNION member at least 24 hours prior to interviewing that member. COUNTY will use its best efforts to provide such notice in writing. Such notice shall reveal the time and place of the interview and its estimated duration. The notice shall also reveal the general nature of the investigation and the general area in which questions will be asked except to the extent that the revelation of such information in a notice would: invade the personal privacy of any person; require the disclosure of confidential or privileged information or any evidence already gathered pursuant to the investigation; or potentially expose COUNTY to liability.
- 5.4.4. Any UNION member proposed to be interviewed may, according to his or her own wishes, have a representative of the UNION (a Chief Steward or a representative of UNION) present during any questioning. The purpose of the representative shall be to ensure that the member's rights under this MOU or any applicable personnel laws or regulations are not being violated. The representative may object before, during, or after the interview to any perceived violations of such rights. No rules of evidence shall apply to interviews; therefore neither the representative nor the member may raise an evidentiary objection (e.g., "irrelevant," "speculative," "hearsay," etc.) to any question or refuse to answer a question on such a basis. Furthermore, the UNION representative shall not instruct or otherwise counsel a member - either before or during an interview - on how or whether to answer any specific or type of questions asked during the interview.

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

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

**UNION or a Chief Steward shall be deemed an adequate representative of the UNION.**

- 5.4.6. In addition to the foregoing, the member being interviewed may, according to his or her own wishes, have an observer of his or her choice present during any interview unless the desired observer is disqualified under paragraph 5.4.7 below. The observer shall merely observe the interview and may not raise objections to the interview or questioning on any ground. The observer shall not instruct or otherwise counsel a member - either before or during an interview - on how or whether to answer any questions asked during the interview.**
- 5.4.7. Notwithstanding any other provision of this MOU, the following persons are disqualified from acting as a UNION representative or an observer during the interview: a person whose accusation or complaint triggered the investigation; a person who is the subject of the investigation; a reporter or agent of a newspaper, television or radio station, or other mass-communication medium; a person who the COUNTY has already interviewed as part of the investigation; a person who the COUNTY intends to interview as part of the investigation; a person who is unwilling to abide by the terms of this Article of the MOU, whether or not such person is a member of the UNION; a person who is involved in conducting the investigation; or a person who will ultimately act as a decision-maker with respect to any disciplinary action that might result from the investigation.**
- 5.4.8. The COUNTY, as well as any COUNTY employee present during the interview, may take notes, record or otherwise memorialize an interview, through audio or video taping or any other medium; provided, however, that such records or memorializations shall remain strictly confidential under the restrictions imposed by paragraph 5.4.9 below. No other person present during the interview shall have the right to record or otherwise memorialize the interview, except that such person may take notes. But all such persons shall, while the investigation is still ongoing, be entitled to reasonable access to any recording or other memorialization (except notes taken) made by the COUNTY; and, after the investigation and any subsequent disciplinary action is completed (but not before), shall be entitled to a copy of any such formal recording. In no event shall this paragraph be construed as granting access to notes taken by any COUNTY investigator or other representative. The COUNTY shall have at least 48 hours after such access is requested to arrange for it and at least 10 working days after a request for a copy is made to provide it. Any such access or copies shall be provided at the requesting party's own time and expense, except that a copy of any recording made by COUNTY or already existing transcript thereof shall be provided free of charge to a requesting party who is appealing a disciplinary action brought against that person by COUNTY as a result of the investigation in which the recording was made.**



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

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

#### **ARTICLE 6. HEALTH INSURANCE AND DISABILITY INSURANCE**

- A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 7 and 8.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by COUNTY pursuant to this Agreement.
- C. Consistent with the COUNTY's prior implementation of CalPERS medical insurance for all covered employees and retirees, the COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance.
- D. Disability Insurance

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

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

- (2) The medical portion of Social Security.

**E. Health Care Coverage for Retirees**

- (1) The COUNTY shall continue to pay the statutory amount prescribed by Government Code section 22892 (\$108.00 for 2011) per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.
- (2) Each "retired employee" and one dependent of a retired employee (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.
- (3) "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- (4) Any benefits after retirement under this Section E of Article 6 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.

**ARTICLE 7. DENTAL CARE PLAN**

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

**ARTICLE 8. VISION CARE PLAN**

COUNTY shall implement and extend coverage under Vision Care (Plan C: \$10.00 deductible) to all covered employees and their dependents by COUNTY with the understanding that COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the COUNTY Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired employees (as defined above in Article 6), together with one dependent.

**ARTICLE 9. CAFETERIA PLAN**

- A. Upon ratification of this MOU by all parties, with respect to any full-time covered employee and any part-time covered employee hired prior to July 1, 2011, who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below for those employees who enroll in the two-party or family tier, which shall be contributed by the employee:

	<u>Employee Contribution</u>
One-Party:	\$25.00/month
Two-Party:	\$50.00
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 (if applicable).

- C. **Part-Time Employees:** With respect to any part-time covered employee hired after July 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 on behalf of that employee:

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

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 (C) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after July 1, 2011, or who transfers to such a position after July 1, 2011; 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.

- D. With respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan a flat amount per month for that non-enrolled employee exactly equal to the amount then being contributed by the COUNTY for employees who are enrolled in the "Single" tier of PERS Choice coverage and who reside in the same state and COUNTY as the non-enrolled employee. Notwithstanding the foregoing, no employee (regardless of date of hire) shall eligible to receive a contribution to the Cafeteria Plan under this subsection D unless they were already and continuously receiving such a contribution prior to July 1, 2011.
- E. Effective January 1, 2013, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan



three hundred dollars (\$300) per month for that non-enrolled employee. Notwithstanding the foregoing, no employee (regardless of date of hire) shall eligible to receive a contribution to the Cafeterla Plan under this subsection E unless they were already previously and continuously receiving such a contribution prior to July 1, 2011.

**ARTICLE 10. 401(a) PLAN.**

- A.** Any covered employee hired on or after January 1, 2002, shall not be eligible to earn or receive the retirement service benefit provided by Article 16, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any covered employee who was hired prior to January 1, 2002, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 11.
- B.** COUNTY shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. COUNTY shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article 15 equal to the amount contributed by that employee from his or her own pre-tax salary equal into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would only be equal to 3% (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest -- that is, earn the right to withdraw -- the COUNTY's contributions into the 401(a) Plan on their behalf based on years of COUNTY service, as set forth more fully below.

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

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

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

**ARTICLE 11. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on COUNTY payroll prior to January 1, 2002).**

- A. Each retired employee who was on COUNTY payroll prior to January 1, 2002, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under COUNTY's Section 125 Cafeteria Plan (See Article 9), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 10).
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- C. The amount of the flexible credit allowance shall be computed as follows:
- (1) If the employee retired after December 31, 2001, but before 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 based on the residency and coverage tier in which the retiree is enrolled minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS. As with active employees, any retiree who is not enrolled in CalPERS medical insurance during calendar year 2011 but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. As with active employees, effective January 1, 2013, any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to \$300 per month. Notwithstanding the foregoing, as with active employees, a retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall not be eligible to receive a credit allowance under this subsection (C)(1) unless they were already receiving such a credit allowance prior to July 1, 2011. Retired employees governed by this paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws, but as with active employees, the Cafeteria Plan shall specify that a retired employee may not take cash back unless he or she can provide the COUNTY with written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from medical insurance plans offered through the Cafeteria Plan.

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

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

#### **ARTICLE 12. VACATION ACCUMULATION**

- A. Vacation accrual for covered employees shall be as provided in the Mono COUNTY Code as may be amended or superceded. Notwithstanding anything to the contrary, the maximum number of vacation days that may be accumulated by any employee as of December 31<sup>st</sup>, the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation day accumulation as provided in the Mono County Code as may be amended or superceded.
- B. If a covered employee's total accumulated vacation days exceeds two and one-half times their annual vacation day accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual. Once the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual, then their accrual of vacation days will recommence for the remainder of the calendar year.
- C. Any covered employees who have accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

#### **ARTICLE 13. SICK LEAVE**

- A. Sick leave for each covered employee shall accrue upon the employee's date of employment at the rate of one (1) full day of sick leave for each month of



service, to a maximum accrual of one hundred and twenty (120) sick leave days (i.e., 960 hours). Upon termination, the employee shall be compensated for accrued sick leave as follows:

- (1) If the employee has worked for COUNTY for less than five (5) years, no amount shall be paid for accrued sick leave.
- (2) If the employee has worked for COUNTY more than five (5) years, but less than ten (10) years, then the employee shall be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.
- (3) If the employee has worked for COUNTY more than ten (10) years, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
- (4) If the employee is terminated by reason of layoff, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave regardless of how long the employee has worked for COUNTY.

B. The dollar value of the employee's accrued sick leave shall be based upon the employee's base rate of pay on the date of termination.

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

A. Any covered employee hired before July 1, 2011, upon completion of three (3) years of COUNTY service at "E" step (or top step) of his/her salary range, shall receive two and one-half percent (2.5%) additional compensation. An additional two and one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of COUNTY service at "E" step (or top step) of his/her salary range. A third and final one-half percent (0.5%) longevity compensation shall be paid upon completion of nine (9) years of COUNTY service at "E" step (or top step) of his/her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on December 31, 2011, was then eligible to receive at least six and one-half percent (6.5%) longevity pay shall instead receive one percent (1%) less than that amount of longevity pay. Any covered employee who on July 31, 2011, was then eligible to receive at least seven and one-half percent (7.5%) longevity pay shall instead receive one percent (1%) less than that amount of longevity pay. (Note: employees hired on or after July 1, 2011, will not be eligible to receive longevity compensation at any future date.)

**ARTICLE 15.        ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY**

- A.     In the event a covered employee assumes the full range of responsibilities normally expected of a position entailing greater responsibility than his or her presently assigned position, that employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the “A” step of the higher classification, whichever is higher, during the entire time the employee carries out the higher class duties.**
  
- B.     The provisions of this Article are operative only when all the following conditions occur:**

  - (1)    Written direction has been given to the employee to assume the higher responsibilities by the employee’s department head or by a person so authorized by the Department Head. If no written directive is issued, no out-of-class work shall be expected or required.**
  
  - (2)    In each assignment of higher duties, the performance of such duties must be for a period of at least two (2) consecutive workdays.**
  
  - (3)    The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors. The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification for the time period of the assignment. This shall not apply to temporary assignments, which are made pursuant to prior mutual agreement between the employee and his or her immediate supervisor for the purpose of providing a training opportunity to the employee for a mutually agreed period of time.**
  
- C.     No out-of-class assignment shall exceed six (6) months unless a written extension is executed by the employer, the UNION and the employee. Out-of-class assignments shall not be used to avoid or prolong promotion or new hire.**
  
- D.     In the event a qualifying higher level assignment has been made but written direction was not properly issued, the employee is still entitled to the compensation provided in this Article, but only if brought to the Department Head’s attention within six (6) months of the end of the assignment.**

**ARTICLE 16. RELEASE TIME**

- A. Chief Stewards shall have reasonable time off with pay for the purpose of carrying out UNION related matters (not to exceed a total of seven (7) persons). UNION representatives shall notify their Department Heads that they will be participating in UNION matters.**
  
- B. COUNTY agrees that UNION members may attend semi-annual UNION membership meetings during working hours without loss of pay provided:**
  - (1) Attendance is verified by signature roster, a copy of which shall be supplied to the COUNTY by request.**
  
  - (2) Attendance during working hours without loss of pay will be limited to two (2) hours per meeting.**
  
  - (3) The employee's absence from work will not result in the lack of minimum coverage of office functions in the employee's office as determined by the employee's Department Head.**

**ARTICLE 17. WORKSITE SAFETY**

**A. Safety Equipment**

- (1) COUNTY shall provide the funds necessary to assure that covered employees needing such equipment for health and safety purposes shall receive new or otherwise serviceable and adequate protective safety equipment. COUNTY shall purchase or replace the following minimum issue of such equipment for each covered employee:**
  - (a) firearm (40 caliber/automatic or equivalent equipped with two additional ammunition clips);**
  - (b) firearm holster;**
  - (c) sufficient ammunition for work and range qualifications;**
  - (d) ear protection for range qualifications;**
  - (e) eye protection for range qualifications;**
  - (f) duty/work belt;**
  - (g) 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)
- (2) Safety equipment shall remain the property of COUNTY and shall be properly inventoried. Equipment shall be used and/or worn by employees whenever engaged in tasks for which such equipment is needed or intended. Employees shall return assigned equipment upon termination from COUNTY employment. Previously issued equipment shall be returned by the employees to whom it has been issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued safety equipment and for the cost of replacement of lost equipment.

**B. Worksite Inspection**

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

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

**ARTICLE 18. CALL BACK - ON CALL**

**A. Call Back**

A covered employee who is called in to work at any time other than his or her normal working hours shall be paid for a minimum of 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**

**“On Call” means that period of time during which an employee is assigned to be available for duty. During that period, the employee has free use of his or her time with the exception of being required to be available for duty by telephone or two-way radio during the entire period of the assignment.**

- (1) On call status shall be assigned by the Department Head or designee and paid at the rate of three dollars (\$3.00) per hour for the duration of the on call period. No on-call period shall be less than twelve (12) hours in duration.**
- (2) [Note: Not applicable to FLSA-exempt employees] 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 at the time the employee is called out. If the employee is called out more than one time during the initial two-hour period, any work performed during the initial two-hour period shall be considered to be within the initial two-hour period and no additional compensation shall be owed.**
- (3) [Note: Not applicable to FLSA-exempt employees] 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 [Note: Not applicable to FLSA-exempt employees]**

- A. Calculation of Overtime: For time actually worked in excess of forty (40) hours per week, covered employees shall be paid in accordance with the Fair Labor Standards Act (FLSA). Accordingly, and notwithstanding any contrary provision of the County Code or personnel rules, use by an employee of any form of leave or CTO during a work week shall NOT be counted as hours actually worked for purposes of determining whether that employee has worked more than 40 hours that week for purposes of earning overtime (consistent with FLSA). Any covered employee who has actually worked in excess of forty (40) hours in a workweek may, in their option, be credited back any CTO or leave time that they had utilized during that workweek prior to knowing that they would actually work more than 40 hours (note: if an 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) Covered employees may accumulate up to eighty (80) hours of compensatory time off (CTO), which may be utilized with the permission of the Department Head.
- (2) At the time CTO is earned, the employee must elect whether the time will be used as CTO or whether it will be cashed out. Once the employee makes the election it cannot be changed.

**C. Overtime Meal Allowance:** All covered employees who are required to work a minimum of four (4) hours past their normal shift shall receive a twenty dollar (\$20.00) meal reimbursement payment for each such shift worked.

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

**E. Travel time:** Generally, travel time to and from work does not constitute hours worked. This is true whether the employee works at a fixed location or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to COUNTY'S instructions. All such travel time shall be considered "hours worked" by the traveling employee, 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 would be owed as a result of the travel (all other things being equal).

**ARTICLE 20. PERS RETIREMENT BENEFITS AND CONTRIBUTIONS**

**A.** Covered employees shall continue payment of the employee's contribution for applicable PERS coverage and retirement. COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.

- B. COUNTY and UNION agree that for the purposes of PERS retirement, the “single highest year” of the employee’s service years of COUNTY employment shall be used for calculation of the retirement benefits of that employee.**
  
- C. Notwithstanding sub-section B above, and except for those employees 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 (which was then the Safety retirement of 3% at 50), covered employees hired after December 31, 2012 shall be provided with “2% at 50 / 2.7% at 57” PERS Safety Retirement Benefits as mandated by the Public Employees’ Pension Reform Act of 2013. . And covered employees shall continue payment of the employee’s contribution for applicable PERS coverage and retirement. COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee’s PERS contributions and to provide for tax deferred payment of the employee’s PERS contributions.**
  
- D. Covered employees shall continue to be enrolled in the PERS Level IV Survivors’ Benefit Program (specifically those benefits provided by Government Code section 21574).**

**ARTICLE 21. WAGES**

- A. Except as provided in sections B and C below, covered employees shall receive no increases of any kind to their base compensation during the term of this MOU, with the exception of increases resulting from changes in job classifications (e.g., promotions, reclassifications, and transfers). For purposes of this Article, “base salary” means the range and step at which the employee is paid immediately prior to any increase.**
  
- B. Effective January 1, 2017, notwithstanding any contrary provision of the County Code or personnel rules, covered employees shall again be eligible to earn or receive “step increases” based upon their then existing Anniversary Date. For example, if an employee has an Anniversary Date of February 2, then the employee will receive his or her step, if otherwise eligible, on February 2, 2017, regardless of the year that Anniversary Date was established. Steps shall remain frozen until that date, and no time worked since the steps were initially frozen shall count toward step increases when they become unfrozen on January 1, 2017. Notwithstanding any contrary provision of the County Code or DPOU Personnel System, each “step increase” provided pursuant to this MOU shall be equivalent to two and one half percent (2.5%) of the employee’s base salary (a total of 8 potential step increases, instead of 4, shall be available under this provision).**

- C. On July 1, 2017, and again on July 1, 2018, covered employees shall be provided with a 2% cost of living increase to their base salary.
- D. All employees will be required to utilize direct deposit of their payroll checks.

**ARTICLE 22. EDUCATION INCENTIVE PROGRAM**

- A. Covered employees who wish to enroll in job-related or promotion-oriented courses shall be reimbursed by COUNTY for allowable expenses related to the courses (which include 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. AGENCY SHOP**



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

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

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

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

**C. It shall be the employer's responsibility, once notified by UNION of the amount of the service fee as determined by UNION, to provide UNION with a list of all persons in the bargaining unit and their addresses, in order that the UNION can notify such individuals of their obligation under this contract and pursuant to Government Code Section 3502.5. Thereafter, service fees from non-members shall be collected by payroll deduction and distributed to UNION on a monthly basis. UNION will be notified no later than thirty (30) days after the event of any additions or deletions of the names of persons as employees in the bargaining unit to whom this provision is applicable.**

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

#### **ARTICLE 24. MISCELLANEOUS PROVISIONS**

- A. **Entire Agreement:** Except as provided in specific Articles pertaining to future agreements between the parties on specific issues, this MOU constitutes the entire understanding of the parties.
- B. **Alternate Work Schedules** The COUNTY agrees that the County Administrative Officer and the Finance Director will continue to work and meet with UNION regarding the evaluation of alternate work schedules, such as four (4) ten (10) hour days per week, instead of five (5) eight (8) hour days per week, for forty (40) hour per week employees. This paragraph shall not be construed as requiring COUNTY to consider or implement unique, flexible working hours or schedules for individual covered employees.
- C. **Amendments**
- The MOU can be amended only in writing after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.
- D. **Severability Section**
- If any Article or Section of this Agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties may, if they agree, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 25. NO-LOCKOUT AND NO-STRIKE CLAUSE**

- A. During the term of this Agreement, COUNTY agrees that it will not lockout employees; and UNION agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Agreement. UNION will take whatever lawful steps are necessary to prevent any interruption of work in violation of the Agreement, recognizing with COUNTY that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedure.
- B. Any strike, slowdown or other work stoppage resulting from violation of Paragraph A, above, may permit COUNTY to immediately suspend dues deductions. The amount that would usually have been deducted from employees' pay during the pay period shall not be deducted if any work stoppage as defined above occurs at any time during the pay period.

**ARTICLE 26. NON-DISCRIMINATION**

- A. No member, official, or representative of UNION, shall in any way suffer any type of unlawful discrimination in connection with continued employment, promotion or otherwise by virtue of membership in or representation of UNION.**
- B. The parties to this contract agree that they shall comply with all applicable state and federal non-discrimination laws.**
- C. Complaints of discrimination are not subject to the grievance procedure and shall be addressed through the appropriate County, State, and/or Federal offices.**

**ARTICLE 27. MANAGEMENT RIGHTS**

- A. All management rights and functions, except those, which are expressly abridged by this Contract, are expressly reserved by COUNTY. COUNTY may act by and through its County Administrator in exercising any management rights or powers with respect to a covered 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 a covered 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 & Regulations as they may be amended from time to time. The explicit provisions of this Contract, however, constitute the negotiated agreements between the parties and shall prevail in all terms and conditions as agreed between the parties.**

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

#### ARTICLE 28. PERSONNEL RULE REVISIONS

UNION agrees to the COUNTY's revised personnel rules as attached to this MOU as Attachment 1, which revisions shall supercede any provisions previously agreed upon by UNION and COUNTY prior to entry into this MOU. 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. UNION agrees that once the COUNTY has duly adopted any such new and/or revised personnel rules, such rules shall apply to all employees covered by this MOU.

#### ARTICLE 29. FURLOUGHS

A. Upon ratification of this MOU, each covered employee shall have a bank of forty eight (48) unpaid furlough hours for the 2015/2016 fiscal year. Any and all unpaid furlough hours shall have no monetary value, and if any given covered employee does not utilize said hours, he/she shall not be compensated in any way for failing to use said hours, provided, however, that the use of such hours was not unreasonably denied by the employee's department head. An employee shall request to use the unpaid furlough hours in the same manner as he/she is required to request the use of vacation time. Notwithstanding anything to the contrary, a department head, and/or the CAO, may require an employee to utilize unpaid furlough hours not yet utilized by an employee, at specified dates, and in the County's sole discretion.

B. Covered employees subject to this section shall have their base salary reduced in an amount equivalent to reducing their weekly work hours by 48 unpaid furlough hours. As a result, the monthly paycheck for each employee will be reduced by that amount as uniformly as reasonably possible. The pay reduction for the 2015/2016 fiscal year shall be accounted for in however many pay periods remain after ratification of this MOU by the UNION and the COUNTY.

C. Notwithstanding any provision to the contrary, upon adoption of this MOU until June 30, 2016, there shall be no limit on vacation accrual for those covered employees subject to this Article. Beginning December 31, 2017, vacation accrual limits, as set forth in Article \_\_ above, shall again govern.

D. Notwithstanding any provision to the contrary, from August 1, 2015, through June 30, 2016, employees shall not be eligible to sell back vacation hours for monetary compensation.



**E. Notwithstanding any provision to the contrary, any unpaid furlough hours taken pursuant to this Article shall not adversely affect any of the following:**

- a. Seniority;**
- b. Leave Accruals;**
- c. FTE Status;**
- d. Health, dental, and/or vision insurance benefits;**
- e. Eligibility for health, dental, and/or vision insurance benefits;**
- f. Longevity and/or an employee's eligibility date for longevity;**
- g. Anniversary dates for step increases;**
- h. Years of service for retirement purposes;**
- i. Probationary periods.**

**Additionally, all things otherwise being equal, while the County's 401(a) Plan contribution to those covered employees subject to this Article will necessarily decrease during the 2015/2016 fiscal year, the County agrees to hold harmless said contributions from the effect of the furloughs by providing a one-time contribution to the 401(a) Plan of a covered employee in the amount the COUNTY would otherwise have contributed to the 401(a) plan had said furloughs not been in effect, at the end of the 2015/2016 fiscal year. For example, if a covered employee normally had a base salary of \$100, and contributed 3% (i.e. \$3) of his/her base salary to his/her 457 Plan during the 2014/2015 fiscal year, the COUNTY would normally contribute \$3 to said employee's 401(a) Plan during that 2015/2016 fiscal year. But if, due to furloughs, 3% of the employee's base salary was reduced to a value of \$2, and the employee did not change his/her % contribution to his/her 457 Plan, absent this provision, the County would likewise only contribute \$2 (i.e. the new 3% value) to the employee's 401(a) Plan. However, in order to hold the employee's COUNTY contribution harmless, the COUNTY would make a one-time contribution of \$1 to the employee's 401(a) Plan at the end of the 2015/2016 fiscal year.**

**[INTENTIONALLY BLANK]**

**ARTICLE 30 LAYOFFS**

Notwithstanding any County Code or Personnel System Section to the contrary, the COUNTY agrees that it may not exercise its managerial right to layoff covered employees during the 2015/2016 fiscal year.

**EXECUTION**

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

**LOCAL 39/UNION:**

By: \_\_\_\_\_  
**JERRY KALMAR, Business Mgr.**

**COUNTY:**

By:  \_\_\_\_\_  
**TIMOTHY E. FESKO, Chair  
Board of Supervisors**

**LOCAL 39/UNION:**

By: \_\_\_\_\_  
**TONY DEMARCO, President**

**LOCAL 39/UNION:**

By: \_\_\_\_\_  
**STEVE CROUCH, Dir. Of Public Employees**

**LOCAL 39/UNION:**

By: \_\_\_\_\_  
**JERRY FREDERICK, Business Rep.**

**LOCAL 39/UNION:**

By: \_\_\_\_\_  
**CURTIS HILL, Member/Negotiator**

## Curtis Hill

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**From:** Dave Butters  
**Sent:** Tuesday, April 24, 2018 3:47 PM  
**To:** Curtis Hill  
**Subject:** Appeal Process

Curtis,

Did you file the appeal of the decision regarding the BU change with the Clerk of the Board? That is one of the steps to appeal to the Board of Supervisors. You will see it in rule 670 L. Please do this tomorrow even if you communicate by phone with them so we follow the process.

Thank you,

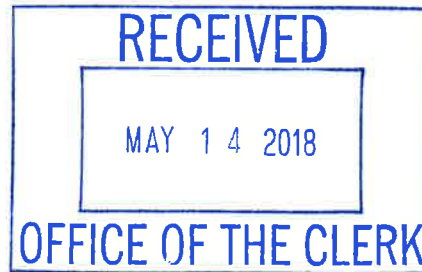
Dave Butters  
HR Director  
[dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov)  
Office 760 932-5413



# Stationary Engineers, Local 39

INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO

JERRY KALMAR  
BUSINESS MANAGER-SECRETARY



Via E- Mail Only

May 14, 2018

Board of Supervisors  
County of Mono  
P.O. Box 715  
Bridgeport, CA 93517

RE: Deputy Probation Officers Appeal of Personnel Policy 670

Dear Honorable Board of Supervisors,

It is this office's understanding that the Deputy Probation Officers (DPO) are appealing the decision of the Director of Human Resources in the matter of the petition they filed with him on April 3, 2018.

The language of Personnel Policy 670 is clear and unambiguous. The policy clearly states that the petition must be filed with the Employee Relations Officer only during the month of March. (Emphasis added) Therefore, regardless of any date on the petition, it must be filed only during the month of March.

Based upon these facts, this Union respectfully request that said appeal be denied as it would violate Personnel Policy 670 and Article 28 of the DPO Memorandum of Understanding that was bargained in good faith between the County and the Union.

Respectfully,

Jerry Frederick  
Business Representative