

December 12, 2023

Regular

Meeting

Item #9a. -

Memorandum

of

Understanding

for Mono

County Public

Employees

Bargaining

Unit (MCPE) -

Updated MOU

January 1, 2024 –
December 31, 2026

Memorandum of Understanding
between
COUNTY OF MONO
and
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
STATIONARY LOCAL 39, AFL-CIO
exclusively recognized employee organization
representing the
MONO COUNTY PUBLIC
EMPLOYEES (MCPE)



COUNTY OF MONO

And

IUOE, Local 39 on behalf of MONO COUNTY PUBLIC EMPLOYEES

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ARTICLE 1. PARTIES, DEFINITIONS AND PURPOSE

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 Mono County Public Employees (MCPE).

B. Definitions

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

- (1) "Base Rate of Pay" means the Employee's current step hourly rate of pay as identified in Appendix A ("Salary Matrix"), attached hereto and incorporated by this reference.
- (2) "Call Back" occurs when an Employee is called into work at a time other than his or her regularly-scheduled work shift or as an extended shift, and is address in subsection A of Article 20.
- (3) "Call Out" occurs when an Employee who is On Call is required to perform work within the Call Out assignment as described in Subsection B of Article 20.
- (4) "Confidential Employees" means those Mono County employees described in Article 32.
- (5) "County" means the County of Mono, California.
- (6) "Employees" means those Mono county employees whose job classifications are included in the MCPE bargaining unit and who are not "temporary employees" as that term is defined in the Mono County Personnel Rules Section 050 (56) or "Management Employees" as defined in paragraph (10) of this subsection. All employees are covered by the terms of this MOU.
- (7) "Extended Shift" means that period of time during which an Employee remains working beyond their normally scheduled shift, at the direction of their supervisor or Department Head.

- (8) “FLSA-Exempt Employees” means those Employees whose employment is exempt from the payment of overtime under the Federal Labor Standards Act (FLSA) and any applicable state law.
- (9) “Formal Investigation” means 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 an 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.
- (10) “Management Employee” means any department head or assistant/deputy department head, and also the following at-will management-level or professional employees: Human Resource Director, Risk Manager, Animal Control Program Coordinator, Building Official, Associate Engineer, District Attorney Chief Investigator, Public Works Project Manager, Behavioral Health Program Manager, Behavioral Health Program Chief, Health Office, Psychiatrist, and any other position mutually agreed upon by Union and County as falling under this definition.
- (11) “Mono County Public Employees (MCPE)” means the recognized bargaining unit consisting of Employees described in paragraph (6) of this subsection.
- (12) “MOU” means this Memorandum of Understanding between Union and County.
- (13) “On Call” means that period of time when 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 On Call assignment. On Call is further addressed in subsection B of Article 20.
- (14) “Post-Retirement Health Beneficiary” or “PRHB” means a retired Employee for purposes of Article 11 of this MOU, who has not opted to participate in the County’s Section 401(a) Plan and who meets one of the following criteria:
- Was hired between July 2, 1987 and January 1, 1996, was age fifty (50) or older, held permanent employment status on the date of retirement and had accrued at least fifteen (15) years continuous service immediately preceding retirement, or

- Was hired between January 2, 1996 and January 1, 2002 was age fifty-five (55) or older, held permanent employment status on the date of retirement and had accrued at least twenty (20) years continuous service immediately preceding retirement.
- (15) “Retiree” means a former Employee who is a retired annuitant from Mono County under applicable PERS law, but who is not a Post-Retirement Health Beneficiary as defined in this MOU.
- (16) “Supervisory Employee” means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other Employees or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routing or clerical nature, but requires the use of independent judgment. The exercise of such authority shall not be deemed to place the Employee in Supervisory Employee status unless the exercise of such authority occupies a significant portion of the Employee's workday. Nothing in this definition shall be construed to mean that an Employee who has been given incidental administrative duties shall be classified as a Supervisory Employee.
- (17) “Union” mean 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 Mono County Public Employees (MCPE), which is defined above.

C. Purposes

The purposes of this MOU are to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between County and the employees covered by this MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise from the provisions of this MOUL and to set forth the understanding reached by the parties as a result of good faith negotiations.

ARTICLE 2. TERM AND RENEGOTIATION

This MOU shall be in effect from January 1, 2024, and shall remain in full force and effect through 12:00 midnight on December 31, 2026.

ARTICLE 3. RECOGNITION

County reaffirms its previous recognition of the Union as the exclusively recognized employee organization representing the MCPE bargaining unit, who is legally authorized to negotiate and execute this MOU on behalf of the 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 Meyers-Milias-Brown Act (“MMBA”). County shall not intimidate, restrain, coerce, or discriminate against any covered employee because of the exercise of any such rights.
- B. One (1) Union representative and each new Employee shall have the right to thirty (30) minutes paid release time to orient new Employee regarding the MOU and the role of the Union.
- C. County shall allow Union to send nonconfidential, official notices to its members through the County’s email system.

ARTICLE 5. EMPLOYEE RIGHTS

- A. Employees covered by this MOU shall have and enjoy all rights and benefits conferred by the MMBA, by other applicable state and federal laws and by this MOU.
- B. Employees shall 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, and to be free from unlawful coercion, pressure or influence regarding their decision.
- C. Employees shall have the right to review and to obtain copies from their 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). County will schedule the Employee’s review, and shall be permitted adequate time to make copies for the Employee (if requested),

depending on available staff. Employees may provide written authorization for any other individual to review and obtain copies from the Employee's Personnel File(s).

D. 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 Investigations (as defined in this MOU) that involve Employees in the following manner:

(1) County will actually notify Employee at least 24 hours prior to interviewing that Employee. County will use its best efforts to provide such notice in writing. The notice shall include the time and place of the interview and its estimated duration. The notice shall also describe the general nature of the investigation and the general area in which questions will be asked, except to the extent that such information would: invade the personal privacy of any person; require the disclosure of confidential or privileged information or any evidence already gathered in the investigation; or potentially expose the County to liability.

(2) Any Employee to be interviewed may have a representative of the Union (a Chief Steward or a representative of the Union) present during any questioning to ensure that the Employee'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 Employee may raise an evidentiary objection (e.g. "irrelevant," "speculative," "hearsay," etc.) to any question or refuse to answer a question on such a basis. Further, the representative shall not instruct or otherwise counsel an Employee – either before or during an interview – on how or whether to answer any specific or type of questions.

If the Employee is a peace officer, all rights under Government Code Section 3300 et. Seq., (the Public Safety Officers Procedural Bill of Rights) shall be granted.

(3) If the Employee desires to have a representative present, he or she shall immediately advise the County orally or in writing. Failure to 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, the County shall postpone the interview up to 48 hours in order to allow the Employee time to arrange for a representative to be present. Unless disqualified under paragraph 5 below, any business representative of Union or a Chief Steward shall be deemed an adequate representative of the Union.

- (4) In addition to a Union representative, the Employee being interviewed may have an observer of his or her choice present during the interview unless the desired observer is disqualified under paragraph 5 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 an Employee – either before or during an interview – on how or whether to answer any questions asked during the interview.
- (5) The following persons are disqualified from acting as a 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 whom the County has already interviewed as part of the investigation; a person whom the County intends to interview as part of the investigation; a person who is unwilling to abide by the terms of this Article, 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.
- (6) During the interview, County may compel Employees to answer questions within the scope of their employment. Employees have a mandatory duty to answer such questions fully and truthfully. Knowing failure by an Employee to answer questions fully or truthfully while being interviewed is a serious offense and grounds for termination or other discipline. County may remind Employees of such facts during an interview and may, before questioning, require Employees to swear or affirm under penalty of perjury that they will answer questions fully and truthfully. In no event shall failure by the County to provide such a reminder or require such an oath or affirmation waive County's ability to later pursue discipline if the circumstances so warrant.
- (7) The County may take notes or record an interview through audio, video or any other medium. No other person present during the interview shall have the right to record the interview, but any person present may take notes. Any notes or recordings made during the interview shall remain confidential in accordance with paragraph 8 below, except that any person present during the interview may request access to the County's recording (but no notes taken), and County shall have at least 48 hours to arrange for such access. Additionally, after the investigation and any subsequent disciplinary action is completed (but not before), such persons may request a copy of any recordings made by County and County shall have at least 10 working days to provide it. Any 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.

- (8) The questions asked and the answers given during any interview are strictly confidential. During the pendency of the investigation, no person present during an interview, including the Employee interviewed, shall reveal or discuss the contents of such questions or answers with anyone who could potentially be a witness in the matter with the exception of the investigator, Human Resources, and union representative. Such confidentiality in the interview contents is not intended to prevent engagement in protected activity under the Meyers-Milias-Brown Act. Intentional disclosure of such information by any County employee present during an interview, or an attempt by any employee to solicit such information from a person present during an interview, is a serious offense and an appropriate ground for termination or other discipline.

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 these terms. In no event shall failure by County to provide 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. Health Insurance

Each Employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 7 and 8.

The County contracts with CalPERS medical insurance for all Employees. The County shall continue to pay only the statutory amount prescribed in Government Code section 22892 per Employee per month for medical insurance.

B. Disability Insurance

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

ARTICLE 7. DENTAL CARE PLAN

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

ARTICLE 8. VISION CARE PLAN

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

ARTICLE 9. CAFETERIA PLAN

- A. Except as provided in Paragraph C, for Employees enrolled in PERS Gold medical coverage, the County will contribute into the Cafeteria Plan an amount equal to ninety five percent (95%) of the PERS Gold health insurance premium then in effect 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 22897, which the County shall pay directly to PERS.
- B. Except as provided in Paragraph C, for Employees enrolled in any PERS medical coverage other than PERS Gold, the County will contribute into the Cafeteria Plan an amount equal to eighty percent (80%) of the PERS Platinum health insurance premium then in effect 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 22897, which the County shall pay directly to PERS.
- C. Part-Time Employees: The County will contribute into the Cafeteria Plan on behalf of any part-time Employee hired after September 1, 2011, who is enrolled in CalPERS medical insurance, one of the reduced percentages of the amount described in subsections II A or B above (as applicable) for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22897, which the County shall pay directly to PERS.

Less than .5 FTE:	0% (No County contribution)
.5 - .74 FTE:	50%
.75 FTE - .89 FTE:	75%

D. The County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the Employee authorizing a payroll deduction for the remainder of the total premium.

ARTICLE 10. 401(a) PLAN

A. Eligibility

Employees hired on or after January 1, 2002, are not eligible to earn or receive post-retirement health benefits provided by Article 11, but are instead eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan ("401(a) Plan") established by the County, as described below. Any Employee hired prior to January 1, 2002, may also elect to receive County contributions into a 401(a) Plan under this Article, if he or she waives and relinquishes any present or future rights to receive post-retirement health benefits provided by Article 11.

B. County Contribution

County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. County shall continue to contribution into the Section 401(a) Plan an amount on behalf of each Employee electing to participate in this Article equal to the amount contributed by that Employee from his or her own pre-tax salary into one of the County's section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to Employee contributions), but not to exceed three percent (3%) of the Employee's pre-tax salary. Accordingly, if an Employee contributed a total of one to three percent (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 three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) Plan contribution would three percent (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 in the 401(a) Plan. The Employee's ability to withdraw (i.e. his or her entitlement to) the County's contributions into the 401(a) Plan is set forth in the following vesting schedule.

C. Vesting Schedule

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

D. County Contribution (By January 1, 2025)

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

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

E. Legal Requirements

Notwithstanding the foregoing, Employees' options for withdrawing, "rolling over," and otherwise using 401(a) Plan 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 all other applicable laws.

ARTICLE 11. BENEFITS AFTER RETIREMENT

A. Retirees

Retirees who enroll in CalPERS medical insurance shall receive the statutory amount prescribed by Government Code section 22892 per month, which shall be paid directly by the County to PERS.

B. Post-Retirement Health Beneficiaries

(1) Medical: Post-Retirement Health Beneficiaries (PRHB) who enroll in CalPERS medical insurance are eligible for a flexible credit allowance under the County's Section 125 Cafeteria Plan (see Article 9) towards the cost of health insurance for the PRHB and one dependent. The amount of the flexible credit allowance shall be equal to the monthly amount of the PERS Platinum premium based on the residency and coverage tier (PRHB or PRHB and one dependent) in which the PRHB is enrolled minus the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS and minus the monthly amount that the PRHB would have been required to contribute toward medical insurance as an Employee on December 31, 2020, based on the PRHB's coverage tier (i.e. PRHB or PRHB and one dependent). In other words, regardless of the contribution made on the Employee's behalf immediately prior to retirement, the PRHB shall, upon retirement, be required only to contribute that amount described in Article 9, paragraph 1 of this MOU towards the cost of post-retirement health insurance for the PRHB and up to one dependent. Further, in the event the Employee does not retire prior to the expiration of this MOU, the County and Employee shall enter into a side letter or other agreement confirming that the Employee's contribution shall, upon retirement, be only the amount described in Article 9, paragraph 1 for the Employee and up to one dependent.

(2) Medicare Enrollment: As required by PERS law, PRHBs must enroll in Medicare upon becoming eligible and shall thereafter receive a flexible credit allowance paid through the County's Cafeteria Plan equal to the monthly amount of the PERS Platinum Medical Supplement, or the PERS supplement in which the PRHB is enrolled, whichever is less, based on their residency and coverage tier, minus the statutory amount prescribed by Government Code section 22892 which shall be paid by the County directly to PERS.

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

ARTICLE 12. VACATION ACCRUAL AND ACCUMULATION

A. Accrual

In accordance with the Mono County Personnel Rules Section 260, Employees shall accrue vacation as follows:

Initial Employment	10 days' vacation per year
After 3 years' service	15 days' vacation per year
After 10 years' service	17 days' vacation per year
After 15 years' service	19 days' vacation per year
After 20 years' service	20 days' vacation per year

B. Compensation

Employees who have accumulated a minimum of eight (80) vacation hours may, upon written request, be compensated for up to a maximum of forty (40) hours of accrued vacation leave per calendar year, instead of taking that vacation time off.

C. Maximum Accumulation

Effective upon approval of this MOU, the maximum number of vacation leave hours that may be accumulated by any Employee is four hundred (400) ("Accumulation Cap"). If an Employee's accrued vacation leave hours exceed 400 at any time, then vacation accrual ceases until accrued vacation hours are at or below 400 hours.

D. Cash-out for Business Necessity

Notwithstanding paragraph C of this Article, if an Employee has made every reasonable effort to use his or her vacation leave throughout the year or so as to avoid reaching the Accumulation Cap, but is not able to do so due to unexpected personnel needs or safety-related requirements of his or her Department, and such inability was contemporaneously documented in writing, then the Employee may request to be compensated by the County for the additional number of hours needed to bring his or her vacation accrual back down to the Accumulation Cap. Such request shall be supported by contemporaneous written verification of Employee requests to use vacation time, and supervisorial denials of such requests, and approved or disapproved by the County Administrative Officer.

ARTICLE 13. SICK LEAVE

A. Accrual

Employees shall accrue eight (8) hours of sick leave per month of full-time service for each month of service, to a maximum accrual of one hundred twenty (120) sick leave days (i.e., 960 hours). Employees may elect to use accrued leaves after sick leave or workers' compensation is exhausted.

B. Compensation for Accrued Sick Leave

Employees may be compensated for a maximum of one hundred twenty (120) sick leave days (i.e., 960 hours) upon separation from Mono County as follows:

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

ARTICLE 14. LONGEVITY COMPENSATION

Commencing on the first day of the month following the date of completion of twelve (12) years of continuous service, Employees hired before August 1, 2011, shall receive additional compensation of six-and-one-half percent (6.5%) of their Base Rate of Pay. No further longevity increases shall be received for additional years of service, nor shall the amount increase above 6.5%. Employees hired on or after August 1, 2011, will not be eligible to receive longevity compensation at any future date.

ARTICLE 15. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

- A. If an Employee assumes the primary responsibilities normally expected of a position entailing greater responsibility than his or her presently assigned position, that Employee shall receive a ten percent (10%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, commencing the second day the Employee carries out the primary responsibilities of the higher classification duties.
- B. This Article applies only when all the following conditions occur:
 - (1) The Employee receives written direction to assume the higher responsibilities by the Employee's Department Head or by a person so authorized by the Department Head.
 - (2) The assumption of duties entailing greater responsibility occurs for a period of at least two (2) consecutive work days.
 - (3) The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors.
- C. If 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.
- D. Pursuant to Government Code section 20480, no Employee may assume the duties of a vacant position entailing greater responsibility for more than 960 hours in any fiscal year.

ARTICLE 16. RELEASE TIME

- A. Chief Stewards shall have reasonable time off with pay for Union matters (not to exceed a total of eight (8) persons). Chief Stewards shall provide management two (2) weeks' notice prior to taking time off.
- B. Union members may attend three (3) Union membership meetings per year during working hours without loss of pay provided:
 - (1) Attendance is verified by signature roster prepared and certified by the Union, a copy of which shall be supplied to the County upon request.

- (2) Attendance during working hours without loss of pay will be limited to two (2) hours per meeting.
- (3) The Employee's absence from work will not result in the lack of minimum coverage of office functions in the Employee's office as determined by the Employee's Department Head.

ARTICLE 17. SHIFT DIFFERENTIAL PAY

A. Evening Shift

Employees working evening shift (5:00 pm. — 12:00 a.m.) shall receive a pay differential of five percent (5%) of their Base Rate of Pay. Any Employee who works overtime in continuation of the evening shift shall continue to receive shift differential pay for each hour of overtime worked.

B. Graveyard Shift

Employees working graveyard shift (12:00 a.m. — 7:00 a.m.) shall receive a pay differential of seven and one-half percent (7.5%) of the Base Rate of Pay. Any Employee who works overtime in continuation of the graveyard shift shall continue to receive shift differential pay for each hour of overtime worked.

C. Eligibility

To be eligible for shift differential pay, the Employee must work a minimum of four hours within the appropriate shift and will receive shift differential pay for all hours worked if the majority of hours occur between 5:00 p.m. and 7:00 a.m. Employees who request (and are approved) to work outside of their normally scheduled shift are not entitled to shift differential pay. If the County plans to modify a shift for an existing Employee receiving shift differential pay and thereby eliminate the shift differential pay for that Employee, the County shall provide a report to Union prior to the action, explaining why the shift is being modified.

ARTICLE 18. WORKSITE SAFETY

A. Safety and Weather Protection Equipment

(1) County shall provide new or otherwise serviceable and adequate protective safety and weather protection equipment to Employees requiring such equipment for health and safety purposes. Department Heads shall purchase or replace the following minimum issue of such equipment:

- (a) Polarized sunglasses;
- (b) Regular and heavy-duty cold weather gloves;
- (c) Rain jacket with hood;
- (d) Rain pants;
- (e) Waders;
- (f) Jacket with hood (Twin Peaks or equivalent);
- (g) Vests (Twin Peaks or equivalent);
- (h) Warm-up pants (Wearguard or equivalent);
- (i) Cold weather work boots (see below);
- (j) Warm weather work boots (see below);
- (k) Extra boot liners

(2) Work boots shall be provided as described by this paragraph. County shall continue to select and provide suitable cold-weather work boots for Employees requiring them. Employees requiring warm weather work boots will be reimbursed a maximum of two hundred twenty-five dollars (\$225) per fiscal year to purchase warm weather work boots when all of the following conditions are met: County determines that an Employee's existing warm weather boots need replacement; County receives proof of purchase by Employee (on his or her own time) of suitable warm weather work boots; and Employee turns in and otherwise relinquishes his or her former warm weather work boots to County. Alternatively, Employees requiring warm weather work boots may request, and the County shall provide, a store credit of two hundred twenty-five dollars (\$225) per fiscal year to purchase warm weather work boots when County determines that an Employee's existing warm weather boots need replacement. Employees utilizing such store credit shall promptly thereafter relinquish their former warm weather work boots to County. County may allow an Employee to utilize their former work boots for duties and assignments that may cause damage to their newer work boots, such as slurry and crack sealing. Any work boots purchased pursuant to this paragraph shall be pre-approved by County for safety specifications. Any disputes regarding which Employees need work boots for health and safety purposes shall be submitted to the County Administrative Officer, whose decision shall be final. As with any other safety equipment provided by County, boots purchased pursuant to this paragraph shall be worn by Employee at all times while Employee is on the job or, as applicable, as otherwise set forth in the 2019 Public Works Protective Footwear Policy, as same may be amended from time to time and mutually approved by Union and County.

(3) Safety and weather protection equipment shall remain the property of County and shall be properly inventoried. Employees shall return assigned equipment upon termination from County employment. Safety and weather protection equipment shall be issued only to those Employees required to work under conditions requiring a particular item of such equipment. Previously issued equipment shall

be returned by Employees prior to the assignment of replacement equipment. Employees are responsible for the care and maintenance of all issued safety equipment and for the cost of replacing lost equipment.

B. Worksite Inspection

County shall provide reasonable safety programs and annual onsite safety inspections in order to assure safe worksites for Employees. Department Heads are responsible for scheduling the safety programs and annual on-site worksite inspections. Employees may file written complaints relating to worksite safety with the relevant Department Heads and copies shall be transmitted to Union. If a complaint is not resolved at the Department Head level, an appeal 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.

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 19. UNIFORMS

- A. Public Works mechanics and its road, facilities, custodial and landfill Employees shall be supplied with uniforms, and coveralls as determined by County to be necessary, which County shall launder. County shall be responsible for any repairs or replacements of uniforms supplied to Public Works Employees that County deems necessary. County and Union will meet and confer regarding any change to the specific number of uniforms and coveralls to be provided to Public Works Employees.
- B. Animal Control Employees will be provided with an annual uniform allowance of four hundred dollars (\$400) and will assume full responsibility for purchasing and repairing or replacing their uniforms as necessary. In no event will the County be required to pay more than the annual allowance amount toward an Employee's actual uniform expense. The allowance will be paid every July 1st. Allowance payments will be included and combined with regular paychecks. Uniform allowances are taxable compensation and the County will withhold taxes accordingly. Uniform allowances are not reportable compensation to CalPERS.

ARTICLE 20. CALL BACK – ON-CALL

[Note: Not applicable to FLSA-exempt employees]

A. Call Back

(1) An Employee who is called in to work at any time other than his or her normal work shift shall be paid for a minimum of two (2) hours of overtime. If the duration of the call back exceeds two (2) hours, the Employee will be paid at the overtime rate for actual time worked. The provisions of this Article do not apply to extended shifts.

(2) If the Call Back occurs during evening, graveyard, or relief shift, the Employee shall receive the applicable shift differential pay for hours of the Call Back actually worked during those shifts.

B. On-Call

(1) On Call status shall be assigned by the Department Head or designee and paid at the rate of four dollars (\$4.00) per hour during the on-call period. No On-Call period shall be less than twelve (12) hours in duration. Employees shall receive at least four (4) hours advance notice prior to being placed on call and prior to being taken off On Call status. Employees on vacation or any other form of leave are not eligible to be placed On Call. In no event is an Employee entitled to be placed On Call; rather, such assignments are exclusively in the Department Head's discretion.

The County will include on-call pay as part of the compensation study referenced below in Article 26(A) for implementation in the first full pay period of January 2025.

(2) A two (2) hour minimum shall be paid at the overtime rate to an Employee called out while assigned to On Call duty. An Employee is called out when the Employee is required to perform any work 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) 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 21. OVERTIME AND COMPENSATORY TIME OFF

[Note: Not applicable to FLSA-exempt employees]

A. Calculation of Overtime

Employees shall be paid overtime in accordance with Fair Labor Standards Act (FLSA) requirements for time actually worked in excess of forty (40) hours per week. Notwithstanding any contrary provision of the County Code or Personnel Rules, use of any form of leave or compensatory time off ("CTO") during a work week shall not be counted as hours actually worked for purposes of determining if an Employee has worked more than 40 hours that week and therefore earned overtime (consistent with FLSA). Any Employee who actually worked in excess of 40 hours in a workweek may, at their option, be credited back any CTO or leave time they utilized during that workweek prior to knowing that they would actually work more than 40 hours that work week. (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) Employees may accumulate up to two hundred and forty (240) hours of CTO during a calendar year, provided that on December 31st of each year, the County will pay each Employee for their compensatory time by purchasing all accrued hours above 100 hours. The maximum accrual any Employee may have at the beginning of each calendar year is 100 hours. CTO may be utilized with the permission of the Department Head.

(2) At the time CTO is earned, the Employee must elect whether to use the time as CTO or cash it out. The Employee's election cannot be changed.

C. Holiday Overtime Pay

Employees not receiving holiday pay who work in excess of eight (8) hours on designated County holidays will be paid at two (2) times their regular hourly rate for those hours in excess of 8.

D. Travel Time

Generally, travel time to and from work does not constitute hours worked. This is true whether the Employee works at a fixed location or different job sites. However, time spent in travel during the workday is counted as hours worked when it is related to the Employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if the travel is at the County's direction. All such travel time is considered "hours worked", whether or not the Employee is operating a vehicle or riding as a passenger.

However, in any work week in which such travel occurs, management may reduce the traveling Employee's regular work hours in order to avoid or minimize overtime for that week. For example, if an Employee travels eight hours on a Sunday as a passenger to attend a seminar, that time will be counted as hours worked but management may reduce the Employee's regular work hours later in the same work week by eight hours, so that no overtime would be owed as a result of the travel (all other things being equal).

E. Off-Duty Business Calls

If, between the hours of 9 pm to 6 am, or during a regularly scheduled day off, a non-exempt Employee who is not On Call, receives a telephone call from his/her supervisor, management, law enforcement, or other governmental agency for the purpose of conducting County business, then the Employee shall receive a minimum of one (1) hour pay at the Employee's overtime rate, or shall receive overtime pay for the actual duration of the telephone call, whichever is greater. Additional business calls received within the same paid hour will not be compensated in addition to the minimum of one (1) hour overtime pay. To qualify for the telephone call compensation, the Employee must notify their supervisor or Department Head of the following information within a reasonable period of time:

- Date and time the call was received;
- Time the call ended;
- Name and/or entity that placed the call; and
- Subject of the call.

ARTICLE 22. MERIT LEAVE

[Note: Only applicable to FLSA-exempt employees]

- A. FLSA-exempt Employees are expected to efficiently manage time to perform their job duties, and be available for staff, clients and the public. This entails full-time exempt Employees being available for more than 40 hours per workweek (or a lesser amount in the case of part-time exempt Employees) and outside of normal business hours.
- B. In consideration of these expectations, the lack of overtime pay and the complexity of the job, eighty hours (80) of merit leave per calendar year shall be provided to full-time exempt Employees; part-time exempt Employees shall be provided a prorated lesser amount based on their regular schedule. Merit leave is not an hour-for-hour entitlement, but rather is extra time off provided in addition to vacation time, sick leave, etc. The initial entitlement for new Employees shall be prorated based upon the remainder of the calendar year from the date that their employment commences.

- C. Merit leave does not accrue to a bank and the yearly entitlement must be used within the calendar year it is provided, or it is lost. There is no carryover of unused merit leave to subsequent year(s) and merit leave has no cash value.
- D. Merit or vacation leave (or sick leave, if applicable) must be used whenever a full-time exempt Employee works fewer than 80 hours during any two-week period; or a prorated lesser number of hours during any two-week period in the case of part-time exempt Employees. For most exempt Employees, a two-week period means fourteen consecutive calendar days beginning on a Sunday; but exempt Employees working in offices on a "flex" schedule may count the fourteen days from a day other than Sunday, with department head approval.
- E. Merit leave is used in a manner similar to vacation time. An exempt Employee will note merit leave taken with an (M) on the time sheet in a manner similar to vacation time taken (V) and sick leave taken (S).

ARTICLE 23. TRANSFERS AND PROMOTIONS FOR PUBLIC WORKS MAINTENANCE EMPLOYEES

Maintenance Employees in the Department of Public Works may, with the approval of the Department of Public Works Director and the Chief Administrative Officer, transfer from one departmental district to another when an opening occurs. No employment applications or tests will be required. This employment opportunity shall be offered to current Employees prior to the advertisement of the opening (position) to other departments or the general public. Employees who desire to transfer shall make a request within ten (10) working days of notification to the Employee that an opening will exist.

ARTICLE 24. PHYSICAL EXAMINATIONS FOR REQUIRED DRIVERS' LICENSING

When a physical examination is required to acquire or renew a driver's license required to perform an Employee's duties, the examination shall be provided by a medical doctor designated by County at County expense. The examination shall be performed during the Employee's regular work hours without any reduction in pay.

ARTICLE 25. PERS RETIREMENT BENEFITS AND CONTRIBUTIONS

- A. The County shall continue its participation in the California Public Employees' Retirement System ("CalPERS"). Benefits and contributions shall continue to be as provided in the County's contract(s) with CalPERS, as summarized below.
- Retirement Tier 1— Employees hired prior to April 10, 2012, or "Classic Members" as defined by CalPERS, shall continue to receive the 2.7% at 55 retirement formula, highest twelve (12) month average final compensation period.
 - Retirement Tier 2 — Employees hired between April 10, 2012, and December 31, 2012, or 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, also "Classic Members" as defined by CalPERS, shall continue to receive the 2.5% at 55 retirement formula, highest twelve (12) month average final compensation period.
 - Retirement Tier 3 — Employees hired after December 31, 2012, or "New Members" as defined by CalPERS, shall continue to receive the 2% at 62 retirement formula, highest thirty-six (36) month average final compensation period, as mandated by the Public Employees' Pension Reform Act of 2013.
- B. Employees shall continue to pay the Employee's contribution for applicable CalPERS coverage and retirement (including any increases mandated by State law). County shall continue to implement the IRS 414H2 program for all Employees in order to facilitate and provide for tax deferred payment of the Employees' CalPERS contributions.
- Effective the first full pay period following January 1, 2024, Classic Members' employee contribution shall be 11% through section 20516(f) cost sharing.
- C. Employees shall continue to be enrolled in the CalPERS Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code section 21574).
- D. The information contained in this Article summarizes the terms of the County's existing contracts with CalPERS, and existing law. If current CalPERS benefits differ from the above or change as a result of changes in the law, the actual CalPERS benefits shall control.

ARTICLE 26. WAGES AND SALARY SCHEDULE

- A. Effective the first full pay period ending after ratification of the MOU, employees who are not “Y” rated, shall receive an equity adjustment of 4.0% to their Base Salary Rate of Pay; and employees including those who are “Y” rated shall receive a cost of living adjustment (COLA) of 3.0% to their Base Salary Rate of Pay. Effective the first full pay period following January 1, 2025, employees who are not “Y” rated shall receive a cost of living adjustment (COLA) of 3.0% to their Base Salary Rate. Effective the first full pay period following January 1, 2026, employees who are not “Y” rated shall receive a cost of living adjustment (COLA) of 3.0% to their Base Salary Rate of Pay.

Market Equity Adjustment – The County will conduct a compensation study for implementation in the first full pay period of January 2025.

- B. The salary schedule shall consist of five (5) steps, each step equivalent to five percent (5%) above the prior step, but not to exceed the top of the range for the position as identified in Appendix A ("Salary Matrix").

Appendix A also includes the new salary ranges for select positions.

- C. All Employees will utilize direct deposit of payroll checks.

ARTICLE 27. HOLIDAY PAY

- A. 24-hour Employees

Holiday pay for 24-hour Employees, including the Jail Food Service Manager, shall be paid biweekly in the amount of eight percent (8%) of base salary. This policy will eliminate holidays from the work schedule, save and except special County holiday pay, which will be paid. Any overtime work which falls on a regular day off which is, coincidentally, a calendar holiday, shall be paid at the overtime rate.

- B. Landfill Employees

Landfill Employees, whether they work on a County holiday (as defined by the County Code) or not, will receive eight (8) hours compensation, in the form of eight (8) hours comp time, if they are not normally scheduled to work on the holiday, and in the form of eight (8) hours of regular compensation if they are normally scheduled to work on the holiday (in which case they may need to contribute one (1) hour comp time to maintain a forty (40) hour work week). In addition to the above, if a Landfill Employee works on a County holiday, then they will receive 1.5 times their normal rate of pay for each hour worked, up to eight (8) hours per day. Hours of work shall be from 7:30-4:00,

with a standard $\frac{1}{2}$ hour lunch break. After all hauler loads have been delivered for the day and all necessary service provided, Employees working on a County holiday may leave early, at their discretion, at any time after 12 noon.

C. 4/10 Employees

Employees who are permitted by the County (in its sole discretion) to work 4/10 schedules may maintain their 4/10 schedule during any week in which one or more County holidays occur, but must utilize any accrued vacation or comp time to account for any hours less than 40 that they actually work and/or are credited for during the holiday week. If any such Employee does not have such available leave, then the Employee shall account for any hours less than 40 that they work and/or are credited for during the holiday week with unpaid time off. Otherwise, said Employees shall work a regular 5/8 schedule during any holiday week.

D. 9/80 Employees

Employees who are permitted by the County (in its sole discretion) to work 9/80 schedules but who do not work in landfill positions covered by Section B shall receive paid time off in the amount of eight (8) hours for each County holiday that occurs during a work week as follows:

(1) Whenever a County holiday occurs on a regular workday for that Employee, the eight hours shall be taken (credited) on that date only (it may not be taken on a different date). The additional one hour of time necessary for the Employee to receive full pay for that date will be contributed/deducted from the Employee's accrued vacation leave or comp time in the Employee's discretion.

(2) Whenever a County holiday occurs on a regular day off for that Employee, the eight hours shall be credited as comp time. The County in its sole discretion shall determine whether the regular day off for an Employee on such a 9/80 schedule is Friday or Monday.

E. Employees required to work on a County holiday shall receive one and one-half (1.5) times their hourly rate for each hour worked, up to eight (8) hours per day, in addition to receiving eight (8) hours of regular pay for the holiday. In lieu of receiving pay for the hours worked on a County holiday, an Employee may elect to receive compensatory time at the rate of one and one-half times the actual hours worked on the holiday.

ARTICLE 28. BILINGUAL PAY

- A. County shall provide two tiers of bilingual pay based on the degree of fluency needed by the County and demonstrated by an eligible Employee. Bilingual pay for the tier requiring the highest level of fluency ("Tier II") is \$250 per month, and bilingual pay for the tier requiring the lower level of fluency ("Tier I"), as determined by the County, is \$125 per month.
- B. County shall determine its needs for bilingual communication skills, including which positions qualify for pay under this paragraph and which specific languages other than English are needed for such positions. County may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite to being eligible for bilingual pay. In offices where the County determines that only one bilingual Employee is necessary, but multiple Employees in that office possess the needed bilingual skills and desire bilingual pay, the County shall equitably rotate bilingual assignments among those Employees so each has an opportunity to earn bilingual pay during such assignments.

ARTICLE 29. EDUCATION INCENTIVE PROGRAM

- A. Employees who wish to enroll in job-related or promotion-oriented courses shall be reimbursed by County for allowable expenses related to the courses (which includes courses for certifications, licensures, CEU's, and online courses) of up to nine hundred dollars (\$900.00) 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 through an accredited institution if comparable courses are not offered in local schools.
 - (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 incentive program shall be at the discretion of the County Administrative Officer, who will determine if 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 the equivalent, or actual attaining of a certification, licensure, or CEU.

ARTICLE 30. EDUCATIONAL LOAN PROGRAM

Employees are eligible to apply for educational loans as set forth in Resolution No. R04-020 of the Board of Supervisors. Note: there is no entitlement to receive such a loan and the loan, if approved by the County Administrator, is in lieu of the Education Incentive Program discussed in Article 29. Furthermore, in no event shall an Employee be eligible to receive more than one (1) loan during the entire period of their employment with the County.

ARTICLE 31. MEMBERSHIP DUES

- A. Upon notification to the County by the Union that an Employee has elected to participate in the Union, the County will deduct Union dues from Employees' paychecks as directed by Union and transmit such dues to the Union monthly.
- B. The amount of membership dues shall be set by the Union. In the event of a change in the amount of dues, the Union shall promptly notify the County in writing of the new amount and the County will implement the new dues as soon as reasonably practicable.
- C. Under no circumstances is membership in the Union a condition of County employment.
- D. Union shall defend, indemnify and hold County harmless from any and all claims against County resulting from or arising out of the provisions of this Article, or the County's implementation thereof, except where it is determined that County has acted intentionally or with malice or actual fraud.

ARTICLE 32. CONFIDENTIAL EMPLOYEES

- A. Confidential Employees shall be designated by position classification. All Confidential Employees are identified in Appendix B, which is attached hereto and made part hereof

by this reference. The list shall be modified from time to time, as necessary, to reflect the addition or deletion of confidential employment positions.

- B. Confidential Employees shall not represent Union in collective bargaining or in matters relating to personal administration.

ARTICLE 33. MISCELLANEOUS PROVISIONS

- A. Entire Agreement

Except as may be provided in specific Articles pertaining to future agreements between the parties, this MOU constitutes the entire understanding of the parties. It specifically supersedes any prior Agreement between the parties.

- B. Alternate Work Schedules

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 Employees.

- C. Inclement Weather

Employees in their discretion may take leave without pay, or may use accrued vacation, merit or CTO leave, if they have an excused absence from work due to inclement weather.

- D. Amendments

The MOU may 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.

- E. Severability

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.

F. Proration of Stipends for Part-Time Employees

Any monetary stipend paid to an Employee pursuant to this MOU or other County policy, including but not limited to bilingual pay, shall be prorated in the case of part-time Employees.

ARTICLE 34. NO-LOCKOUT AND NO-STRIKE CLAUSE

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

ARTICLE 35. NON-DISCRIMINATION

- A. The County recognizes all legal rights of all Employees, including the right to join and participate in the activities of the Union, and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, and the Meyers-Milias-Brown Act. The County shall not intimidate, restrain, coerce, or discriminate against any Employee because of the exercise of any such rights.
- B. No member, official, or representative of Union, shall in any way suffer any type of unlawful discrimination in connection with continued employment, promotion or otherwise by virtue of membership in or representation of Union.
- C. The provisions of this MOU shall apply to all Employees without discrimination because of race, religious creed, age, color, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, disability, genetic information, medical condition, marital status, military status or veteran status. In addition, the County shall not retaliate because of Employee's opposition to a practice the Employee reasonably believes to constitute employment discrimination or harassment or because of the Employee's participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.
- D. The parties to this MOU agree to comply with all applicable state and federal non-discrimination laws.

- E. Only complaints of discrimination based upon paragraph B of this Article are subject to the grievance procedure contained in the County's Personnel Rules. All other complaints of discrimination are not subject to the grievance procedure and shall be addressed through the appropriate County, State and/or Federal offices.

ARTICLE 36. MANAGEMENT RIGHTS

- A. All management rights and functions, except those which are expressly abridged by this MOU, are expressly reserved by County. County may act by and through its County Administrator in exercising any management rights or powers with respect to an Employee, including but not limited to any rights or powers otherwise conferred by the County Code or County Personnel Policies on any department head or appointing authority. In the event of a conflict between the County Administrator and an Employee's department head or appointing authority, the County Administrator's decision shall prevail.
- B. The rights of County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other reasons not prohibited or in conflict with State or Federal law; maintain the efficiency of County operation; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary and lawful actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. County has the right to make rules and regulations pertaining to Employees, so long as such rules and regulations do not violate this MOU and are not prohibited by 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 MOU, however, constitute the negotiated agreements between the parties and shall prevail in all terms and conditions as agreed between the parties.
- D. Nothing herein may be construed to limit the ability of the parties to voluntarily consult on any matter outside the scope of representation.

ARTICLE 37. PERSONNEL RULE REVISIONS

Union agrees to the County's operative personnel rules, which shall supersede all provisions previously agreed upon by Union and County. Notwithstanding any other provision of this MOU, the parties agree that County may 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, where required under that Act. Union agrees that the attached revised personnel rules shall apply to all Employees.

EXECUTION

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

Local 39/Union:

BART FLORENCE, Business Manager

STAHLI ROBERT ALDRICH, President

STEVE CROUCH, Director of Public Employees

JERRY FREDERICK, Business Representative

County of Mono:

RHONDA DUGGAN, Board Chair
Board of Supervisors

STACEY SIMON, County Counsel

APPENDIX A

Changes to select positions on the MCPE Matrix

Job Title	Current Range	New Range
Custodian I	39	47
Custodian II	43	49
Custodian III	47	53
Lead Custodian	51	55
Cook (Correctional)	45	52
Food Service Manager (Corrections)	51	58
Senior Services Cook/Driver	45	52
Senior Services Site Coordinator	49	56
Animal Services Shelter Attendant	47	52
Animal Services Officer I	50	55
Animal Services Officer II	52	57
Vocational Assistant	47	51
Eligibility Specialist Trainee	51	53

APPENDIX A
SALARY MATRICES

APPENDIX B
Confidential Employees

Persons holding any of the following positions are “confidential employees” as described in this Memorandum of Understanding between the County of Mono and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO.

POSITION	OFFICE
Administrative Services Specialist	County Administrative Office and County Counsel
Fiscal and Technical Specialist	County Administrative Office and County Counsel