MEMORANDUM OF UNDERSTANDING

BETWEEN

MARIPOSA COUNTY

and

MARIPOSA COUNTY
SHERIFFS' MANAGEMENT ASSOCIATION

OCTOBER 1, 2015 – DECEMBER 31, 2018

MEMORANDUM OF UNDERSTANDING
MARIPOSA COUNTY SHERIFFS' MANAGEMENT ASSOCIATION

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Mariposa County Sheriffs' Management Association ("Association").

ARTICLE 1 - RECOGNITION

The County recognizes the Association as the Recognized Employee Organization for all regular, full-time employees occupying the classes listed as follows:

ASSISTANT CHIEF PROBATION OFFICER
DEPUTY FIRE CHIEF
JAIL LIEUTENANT
JAIL SERGEANT
SHERIFF'S CAPTAIN
SHERIFF'S SERGEANT-PATROL
SHERIFF'S UNDERSHERIFF

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization "Recognized Employee Organization" means a registered employee organization which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee "Employee" means any person employed by the County, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee "Management Employee" means an employee having significant responsibilities in formulating and/or administering County policy. This shall include those that act on behalf of a department head in his/her absence. Management employees are designated by the Board of Supervisors without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee "Confidential Employee" means any employee who, in the regular course of his/her duties, has access to, or possess information related to his/her employer's employer-employee relations. Confidential positions shall be designated by the Board of Supervisors following a meet and consult (only) process with employee organizations.

Section 2.5 - Regular Full-Time Employees "Regular Full-Time Employees" means all permanent and probationary salaried employees, excluding extra help employees.

Section 2.6 - Extra Help Employee "Extra Help Employee" means any employee who is not a regular full-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date "Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except step raises and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority and Layoff, Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

ARTICLE 3 - NON-DISCRIMINATION

Neither the County nor the Association shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 - The Association agrees that the County has complete authority for the policies and administration of all County departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

Section 4.2 - Any matter involving the management of governmental operations vested by law in the County and not covered by this Memorandum of Understanding is in the province of the County.

Section 4.3 - The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

Section 4.4 - The exercise of any such right, power, authority, duty, or responsibility by the Board and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Association shall be limited only by the specific and express terms of this Memorandum of Understanding.

Section 4.5 - The management of the County government and the direction of the workforce of the County is vested exclusively in the County subject to the terms of this Memorandum of Understanding. The existing rights of the County include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the County, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding; and the Public Safety Officers' Procedural Bill of Rights Act (Government Code Section 3300 et seq);

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the County services in emergencies; and

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out.

ARTICLE 5 - ASSOCIATION RIGHTS

Section 5.1

The right to meet and confer in good faith with authorized management representatives of the County regarding wages, hours, and other terms and conditions of employment within the scope of representation as provided in Government Code Section 3505. If agreement is reached by the representatives of the County and a recognized employee organization, they shall prepare a written memorandum of such understanding, which shall not be binding, and present it to the Board of supervisors for acceptance. If the Board of supervisors adopts the written MEMORANDUM OF UNDERSTANDING, it shall become binding on the parties. The County is under no obligation to meet and confer in good faith with any employee organization, unless it has been certified as a recognized employee organization.

Section 5.2

The right to reasonable notice and appropriate information in advance of matters affecting its membership as set forth in Paragraph 5.1 above. However, in emergencies, pursuant to Government Code 3504.5, the County may take action on a particular item without such advance notice, provided that such notice shall be furnished as soon as practicable.

Section 5.3

The right to be heard prior to the resolution of any matter set forth in Paragraph 5.1 above.

Section 5.4 - Grievance Processing

An employee, when a grievant, and one Association representative shall be released from duty for the purpose of presenting the grievance at all normal steps of the grievance procedure. The Association agrees that preparation of the grievance and conference on the subject of the grievance by the respective employee and the Association representative shall be done at times other than during working hours, unless expressly authorized by the affected employee's department head.

Section 5.5 - Negotiating Committee

Release Time: The County shall provide reasonable release time for the Association negotiating committee. Release time shall be granted for no more than three (3) representatives, including alternates.

Compensatory Time: Those negotiators who are on their own time during the meetings will not be entitled to compensatory time.

Section 5.6 - Bulletin Boards, Use of Facilities

5.6.1 - Bulletin Boards.

The Association shall be provided reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Association and the department, under the following conditions:

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Material shall be neatly displayed and shall be removed when no longer timely.

5.6.2 - Visitation and Distribution

The Association may have an authorized representative contact members of the Association in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or

his/her representative, to provide for a time which does not disrupt County business.

5.6.3 - Facilities

County facilities shall be made available to the Association for meeting purposes only, provided that appropriate advance arrangements are made. A charge at the prevailing County rates may be made to offset the cost of such use.

5.6.4 - Names and Addresses of Covered Workers

The County shall supply the Association with names, addresses and classifications of work of all workers within the unit represented by the Association. Such lists shall be supplied upon request at a reasonable charge.

5.6.5 - Notification of Association Coverage

The County shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

Section 5.7 - Payroll Deductions

The County will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as authorized in writing by the employee on the appropriate form subject to the following conditions:

5.7.1 - Such deductions shall be made only upon submission of the form to the designated representative of the County duly completed and executed by the employee and the Association. The Association shall devise the appropriate form and shall submit such form to the County Auditor for his/her approval.

5.7.2 - The County shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

5.7.3 - The Association shall hold the County harmless from any and all claims or actions pertaining to the enforcement or application of this Article.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed as provided in the Salary Resolution. The salary of the various classifications represented by this Memorandum of Understanding shall be as set forth in Appendix "A" attached hereto, shall apply to all employees covered by this Memorandum of Understanding, and shall be made a part thereof.

6.1.1 – Wage Increase
Wages for employees covered by this MOU shall be increased across the board as follows:

Three percent (3%) effective October 1, 2015.
Three percent (3%) effective January 1, 2017.
Three percent (3%) effective January 1, 2018.

In addition to the salary increases stated above, employees will receive a three percent (3%) salary increase effective when the County effectuates the remaining three percent (3%) classic member retirement contribution specified in section 6.4.2 (b)(ii). .

6.1.2 – Equity Adjustments
Six percent (6%) equity adjustment for the Captain and Undersheriff classifications effective January 1, 2016. Three percent (3%) equity adjustment for the Jail Lieutenant classification effective January 1, 2016.

Further, the County will conduct a class audit of the Captain, Undersheriff, and Jail Lieutenant classifications within twelve (12) months of the adoption of the contract to determine if an additional equity adjustment is warranted. By class audit, it is understood that the County will conduct a classification study as defined within the County Job Classification Plan. After the classification study is complete for the three classifications, the County Human Resources Department will apply the County's Compensation Philosophy Guidelines to determine if an equity adjustment is warranted. If an additional adjustment is recommended by the Human Resources Department to the Board of Supervisors, the additional adjustment will be effective the first pay period after Board approval.

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments Employees shall be paid on the last working day of each calendar month.

6.2.2 - Merit Advancement Within Range An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations.

6.2.3 - Promotion When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 - Demotion When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 - Transfer An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification The salary of the incumbent of a position which is reclassified shall be determined as follows:

> 6.2.6.01 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.
>
> 6.2.6.02 - If the position is reclassified to a class with a higher salary range, the salary of the affected employee shall not be reduced from his or her current salary.
>
> 6.2.6.03 - If the position is reclassified to a class with a lower salary range, the salary of the employee may not change unless it is greater than the maximum of the new range. In such event, the salary of the employee shall be reduced to the maximum salary of the new range.

6.2.7 - Pay upon Termination An employee who terminates his/her employment or is terminated with the County shall receive a check with all his/her outstanding pay within forty-eight (48) hours of his/her termination date, unless arrangements are made with the Auditor's Office for direct deposit.

Section 6.3 - Differentials/Allowances

6.3.1 - Stand-By Compensation Stand-by compensation is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority. Stand-by duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where workers are recalled to work when not previously placed on stand-by status.

Effective February 1, 2016, employees assigned to stand-by duty shall receive two dollars and fifty cents ($2.50) per hour for each hour of stand-by duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during a stand-by period shall receive no stand-by compensation for the entire stand-by period. If the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

6.3.2 - Shift Differential. Employees shall receive shift differential as follows:

6.3.2.01 – Effective February 1, 2016, fifty cents ($.50) per hour for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins on or after 12:30 PM.

6.3.2.02 – Effective February 1, 2016, one dollar ($1.00) per hour for all hours worked between 9:00 PM and 8:00 AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.2.03 - Jailers/Sergeants shall receive one (1) additional shift differential payment per cycle (day off to day off) when working different shifts. The appropriate rate shall be determined by the majority of the number of shifts worked. If this number is equal, the additional shift differential payment shall be $.225 per hour.

6.3.3 - Call-back Pay Anytime an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at the applicable rate.

6.3.3.01 – Court Pay

a. Any appearance during an employee's off-duty time during the AM hours shall be compensated once with a minimum of four (4) hours at time and one-half. Any time spent beyond four (4) consecutive AM hours shall be compensated at time and one-half.

b. Any appearance during an employee's off-duty time during the PM hours shall be compensated with a minimum of four (4) hours at time and one-half. Any time spent beyond four (4) consecutive PM hours shall be paid at time and one-half.

The minimums as described above shall only be paid for appearances that are one (1) hour or more beyond the beginning or ending of a regularly assigned shift. Appearances that are within one (1) hour of the beginning or ending of a regularly assigned shift are considered continuation of shift and shall be compensated at time and one-half.

6.3.4 - Uniform Allowance

6.3.4.1 - The uniform allowance, except for the Assistant Chief Probation Officer, shall be as follows per fiscal year:

Effective February 1, 2016, Nine Hundred and Fifty Dollars ($950).
Effective January 1, 2017, One Thousand Dollars ($1,000).
Effective January 1, 2018, One Thousand and Fifty Dollars ($1,050).

The uniform allowance for the Assistant Chief Probation Officer shall be as follows per fiscal year:

Effective February 1, 2016, Five Hundred and Fifty Dollars ($550).
Effective January 1, 2017, Six Hundred Dollars ($600).
Effective January 1, 2018, Six Hundred and Fifty Dollars ($650).

6.3.4.2 - The County shall pay the uniform allowance to employees on a monthly basis.

6.3.4.3 - The County shall, in the event of irreparable damage to an employee's uniform while on duty, replace the damaged item of uniform at no cost to the employee.

Section 6.4 - Benefits

6.4.1 – Insurance

6.4.1.1 – Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

6.4.1.2 – County's Contribution for Medical Insurance Benefits. Effective December 1, 2012, the County's contribution for medical insurance benefits governed by Government Code Section 22892 shall be $500 per employee or annuitant per month.

6.4.1.3 – Dental and Vision Insurance. The County's contribution for dental and vision insurance will be one hundred percent (100%) of the employee only premium amount. The County will cover 100% of premium increases for dental and vision, said increases not to exceed a combined amount of $15.00 per employee for the term of the MOU.

6.4.1.4 – Life Insurance. The County will pay $30,000.00 coverage for employee and $1,000.00 dependent coverage.

6.4.1.5 – State Disability Insurance (SDI). The County will pay 100% of SDI.

6.4.1.6 – Flexible Benefit Allowance. Separate and apart from the County's contribution for medical coverage provided under section 6.4.1.2, effective December 1, 2012, the County shall make available to each employee a cash option amount. This amount may be applied toward the employee's cost of any and all qualified non-taxable benefits under the County's IRS Section 125 Plan or taken by the employee as cash. Use of this flexible benefit allowance must be elected by each participating employee in the manner required by the County's Section 125 Plan.

The cash option amount for employees shall be as follows:

	Effective 2/1/2016	Effective 12/1/2016	Effective 12/1/2017
Non-participant in medical insurance	$614.62	$614.62	$614.62
Participant	$710.81	$760.81	$840.81

6.4.2 – Retirement: Employees shall be covered under the 3% @ 50 plan and the one year final compensation benefit. Effective November 1, 2011, new employees shall be provided retirement benefits under the 3%@55 retirement option based on the three year final compensation amendment. The County shall pay 100% of the employee's contribution to PERS in addition to the County's contribution.

a. Employees hired before November 1, 2011

For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of "3% at 50," with a 5 year vesting period
ii. Final compensation based on the single highest year

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013

This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of "3% at 55," with a 5 year vesting period
ii. Final compensation based on three consecutive years

For employees in both subsections (a) and (b), the County currently contributes 9% towards the member contribution (EPMC). Effective January 1, 2014, or as soon as administratively possible thereafter to effect implementation in accordance with PERS regulations and State law, employees will contribute 3% towards the member contribution, and the County's EPMC shall reduce to 6%. Effective January 1, 2015, employees will contribute a total of 6% towards the member contribution (County's EPMC will then be 3%). Effective March 1, 2016 or as soon as administratively possible, employees will contribute the remaining 3% towards the member contribution thereby fully eliminating the County's EPMC by the end of the term of this MOU. During the term of this MOU, the County will continue to be responsible for 100% of the employer's contribution.

c. "New members"

For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of "2.7% at 57," with a 5 year vesting period
ii. Final compensation based on three consecutive years

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

6.4.3 - Maintenance of Benefits The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance,

provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Association prior to any changes.

6.4.4 - Benefits Available During Leaves During any leave under Section 8.3, Leaves, while not on County payroll, an employee may carry through certain benefits as follows:

6.4.4.1 - Life and Dental: May be carried for 90 days while on leave. Employee must pay the total premium, including the County's portion. The County Auditor must be notified and checks must be made payable to the County.

6.4.4.2 - Health: May be carried while on leave. The employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office, and checks must be mailed to the carrier.

6.4.4.3 - State Disability Insurance: An employee who suffers a disability should obtain disability insurance information from the Personnel Office.

6.4.5 - Longevity Pay Longevity pay shall be granted to all regular County employees covered by this Memorandum of Understanding.

6.4.5.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.3 - Employees with a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive, commencing July 1, 1986, a three percent (3%) pay increase. Employees who do not have a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive a three percent (3%) pay increase to be effective on the twentieth anniversary date of the employee.

Longevity pay shall be granted despite any pending step increases or range changes.

6.4.6 - Workers' Compensation/State Disability

6.4.6.1 - Eligibility Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave

when he/she is unable to perform services because of an injury sustained off the job.

6.4.6.2 - Compensation An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.4.6.3 - Usage Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or compensatory time, at the employee's option.

Section 6.5 - Education Incentive Plan

6.5.1 - Upon receipt of an Intermediate POST certificate, the employee shall be compensated an additional two-and-one-half percent (2-1/2%) above the base pay.

6.5.2 - Upon receipt of an Advanced POST certificate, the employee shall be compensated an additional two-and-one-half percent (2-1/2%) above the base pay.

6.5.3 - Upon receipt of a Supervisory POST Certificate, the employee shall be compensated an additional two-and-one-half percent (2-1/2%) above the base pay.

6.5.4 - Upon receipt of a Management POST Certificate, the employee shall be compensated an additional two-and-one-half percent (2-1/2%) above the base pay.

For Jail Sergeants, Jail Lieutenant, and the Assistant Chief Probation Officer the following applies:

6.5.5 – Upon receipt of a Supervisory STC Certificate, the employee shall be compensated at two-and-one-half percent (2-1/2%) above the base pay.

6.5.6 – Upon receipt of a Management STC Certificate, the employee shall be compensation an additional two-and-one-half percent (2-1/2%) above the base pay.

Section 6.6 - Resident Pay

Sergeants permanently assigned to the Coulterville areas shall receive $100 per month supplemental pay.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

A new employee shall be on probation during the first twelve (12) months of employment with the County. At any time during the probationary period, the department head may relieve the individual from employment with the County. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

Section 7.2 - Status of Permanent Employees who are Promoted or Transferred

An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted or transferred. During this probationary period, the employee shall be regarded as having permanent status in the former position. Department heads and/or supervisors shall continually monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the department head or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall be returned to the lower or lateral classification. If no vacancy exists in the lower or lateral classification, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees.

Section 7.3 - Evaluations

Permanent employees shall be evaluated thirty (30) days prior to an employee's second anniversary date of hire and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily. If a department head evaluates an employee who is still eligible for step increases, and determines that the

employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action to the grievance procedure. The Association recognizes that probationary employees may be released from County employment without cause.

Section 7.5 – Drug and Alcohol Policy

All new hires and employees under this Memorandum of Understanding will be subject to the Drug and Alcohol Policy, the policy agreed to by the parties dated February 22, 2006.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

Working hours shall be flexible as determined by the County in accordance with the appropriate schedule. For Jail personnel, the work schedule will be modified from an eight and one-half hour (8 ½) work day to an (8) eight hour work day.

Notwithstanding the contractual overtime requirements specified in section 8.2 below, for the purpose of satisfying the overtime requirements under the Federal Fair Labor Standards Act ("FLSA") for all FLSA overtime eligible bargaining unit members, the County has and continues to utilize the 207(k) exemption based on a 28-day work period. This means that for FLSA overtime purposes only, overtime eligible bargaining unit members are entitled to overtime for hours actually worked in excess of 171 within the 28 day work period.

Section 8.2 - Overtime

8.2.1 – The Undersheriff, the Sheriff's Captain, and the Assistant Chief Probation Officer are upper management personnel and as such are not eligible for overtime, compensatory time or shift differential. However, at the sole discretion of the County Administrator's Office, time worked beyond the normal regularly scheduled shift during a major incident or disaster may be paid at time and one half their hourly rate.

8.2.2 – The Jail Lieutenant, Jail Sergeants, and Sheriff's Sergeant-Patrol are eligible for overtime and shall be paid for the overtime in excess of the employee's regular shift or for hours worked on a regularly scheduled day off or

shall be entitled to compensatory time off at the rate of time and one-half, at the election of employee at the time of accrual. Excess hours accumulated during the work cycle due to sick leave hours shall be compensated on a straight time basis only. Employees accruing compensatory time must take that time off within ninety (90) days of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll. The rate for overtime shall be the hourly rate as printed on the 5% schedule on the appropriate step and range.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action.

8.3.1 - Annual Leave Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

0-3 years of service	86 hours annually
4-9 years of service	128 hours annually
10 or more years of service	171 hours annually

Employees shall be entitled to take only that vacation time which has been earned. An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of occurrence.

8.3.1.1 - Employees may accumulate up to three hundred and sixty (360) hours of vacation. Once an employee reaches 360 hours of accrued vacation hours, he/she will not accrue additional vacation hours unless and until their current vacation hour total is below 360 hours.

With respect to employees with maximum vacation accruals, if the employee has been denied a proper written request for a vacation, the employee shall, upon written request, be entitled to receive a cash pay-out in an amount equal to the amount of vacation time the employee would have accrued for that pay period if the request had been approved. The request must conform to the scheduling policy of the department and/or terms of this MOU. Except as provided under section 8.3.1.1, denial of vacation leave because of staffing and workload requirements shall not be grievable under the terms of the MOU.

8.3.2 - Sick Leave Employees shall be entitled to take only that sick leave time which has been earned. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month with a maximum accumulation of fifteen hundred (1500) hours of sick leave. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. Each department head shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason of illness. In the event that said certificate is not provided within three (3) days from the date of demand, said department head shall report the fact of the demand for said certificate to the Personnel Office; the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the department head of the right to receive compensation for sick leave. Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed eighty (80) hours per calendar year.

8.3.3 - Personal Necessity Employees shall be entitled to six (6) days of leave per year in case of personal necessity. The six (6) days of leave shall be deducted from the existing sick leave allotment. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or weekends. The requested leave must be approved by the department head in advance of the absence.

8.3.4 - Payment of Accumulated Sick Leave The County shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

1. After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

2. After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of six hundred (600) hours.

3. In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must qualify for retirement pursuant to County's "Public Employees Retirement System" (PERS) contract, with the State of California.

8.3.5 - Bereavement Leave Employees shall be allowed a maximum of five (5) days of sick leave in the event of a death in the family.

8.3.6 - Illness Leave This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave. Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or the California Family Rights Act, the employee shall receive benefits consistent therewith.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The department head or the County may require the employee to submit to an examination at County expense by a physician chosen by the County. The employee shall not be entitled to any compensation for this type of leave.

8.3.7 - Education or Training Leave This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities to provide service to the public. Consequently, the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within County service.

The employee shall not be entitled to any compensation for this type of leave.

Education or Training Leave shall require written approval of the department head and shall not exceed one (1) year in duration unless the County extends the leave upon request of the employee through the department head.

8.3.8 - Leave to Seek Office An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay, nunc pro tunc, for a period not to exceed twelve (12) months. Prior to exercising said leave, the employee must notify his/her department head in writing of intent to exercise leave, and the dates for said leave. The department head shall immediately notify the Personnel Office of the employee's intent to exercise said leave.

8.3.9 - Military Leave Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has

permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents are submitted to the Personnel Office prior to the effective date of leave. The granting of leave and payment therefor are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefor.

8.3.10 - Compulsory Leave If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.11 - Maternity Leave Maternity leave is a leave of absence without pay upon request of the employee and upon verification of pregnancy by a licensed physician.

Leaves for this purpose may be requested to be effective at any time during pregnancy. Maternity leave may be requested up to nine (9) months prior to the anticipated delivery date with a doctor's certification as to the condition of the employee and the expected delivery date. The employee shall notify the department head of the actual date of delivery, within two (2) weeks thereafter. The employee may take up to three (3) months maternity leave after delivery, at the employee's option. The employee shall give the department head a two (2) week notice of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who is pregnant must notify the department head as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in

Section 6.5.6.3, Workers' Compensation/State Disability Usage, nor is sick leave or vacation accrued or diminished.

8.3.12 – Administrative Leave Each full time overtime-exempt employee shall be entitled to sixty (60) hours of paid administrative leave per calendar year. This time will be credited in advance on or near each January 1, and is neither cumulative from year to year nor to be considered part of vacation accrual. Use of administrative leave must be approved by the department head in advance of the absence. Subject to the requirements of County business, approval of leave by the department head will not be unreasonably denied.

8.3.13 - Failure to Return from Leave at Scheduled Time Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the department head, be considered an absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.14 - Payment for Earned Annual Leave upon Termination Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.15 - County Business No County employee shall be docked any time by a department head while that employee is engaged in County sanctioned business, including, but not limited to, serving on official County committees, representing employee bargaining units while bargaining with the County on behalf of employees.

ARTICLE 9 - HOLIDAYS

Two different holiday schedules are utilized by the Association:

Section 9.1 - The Jail Lieutenant, Jail Sergeant, and Sheriff's Sergeant-Patrol classifications shall receive thirteen (13) paid holidays per year. Days off are scheduled at the discretion of the County. Thanksgiving and/or Christmas holidays, if worked by an employee, shall be compensated at a rate of time and one-half to be taken as pay or compensatory time off, at the election of the employee.

To account for the fact that the classification of Sheriff's Sergeant–Patrol is currently not receiving paid time off for the 13 holidays listed in section 9.1, the County agrees to provide 104 hours of prescheduled paid leave each calendar year to this classification.

The paid leave time provided by this section does not include or alter other holiday leave banks in effect in the department that address holiday time. It does not provide for any additional holidays other than those holidays provided for in Article 9. Nor does this agreement affect the County's right to make changes to other holiday time banks

not covered by Article 9 as permitted under the meet and confer requirements of State law.

The 104 hours of paid leave time called for by this section shall be credited to the Sheriff's Sergeant-Patrol classification at the beginning of each calendar year. The department shall thereafter schedule 100 of those hours over the course of the calendar year for each employee as a regular day off around the employees existing regular days off. To the extent it is administratively possible, the 100 hours will be scheduled in advance, as part of the regular 28-day work cycle, so as to preclude the need for overtime to cover the day off. When taken as time off, these leave hours will be treated as hours worked for overtime purposes.

The remaining four hours of holiday time for each employee in this classification will be available for that employee to use by the end of the calendar year to cover sick time or vacation time when, due to the employee's alternative work schedule, there is a difference between the eight hours granted for sick leave or vacation and the employees regular work day. For example, an employee assigned to a 4/10 alternative work schedule who takes a sick day, for which he/she receives eight hours of sick time, that employee will be permitted to apply two of the additional four hours toward that particular day to bring the paid leave time up to 10 hours for the absence.

The 104 hours of paid leave time called for by this section shall be scheduled and taken as a regular day off within the calendar year the time is credited. Any time not used during the calendar year will not be carried over into the next calendar year and will be considered forfeited by the employee.

Section 9.2 - The Sheriff's Undersheriff, Sheriff's Captain, and Assistant Chief Probation Officer classifications shall receive the legal holidays established pursuant to Government Code Sections 6700, 19853, and 19854:

1. Every Sunday
2. January 1st, New Year's Day
3. Third Monday in January, known as "Martin Luther King's Day"
4. Third Monday in February, known as "Presidents Day"
5. Last Monday in May, known as "Memorial Day"
6. July 4th, known as "Independence Day"
7. First Monday in September, known as "Labor Day"
8. Second Monday in October, known as "Columbus Day"

9. November 11th, known as "Veterans Day"

10. Thanksgiving Day

11. The day after Thanksgiving Day

12. December 25th, known as "Christmas Day"

13. Every day appointed by the President or Governor for public fast, thanksgiving or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees. The Thursday in November appointed as Thanksgiving Day shall be a legal holiday in Mariposa County.

14. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 2, 6, 9 and 11 above occurs.

15. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 2, 6, 9 and 11 above occurs.

Section 9.3 Personal Holidays

9.3.1 Personal Holiday. All County employees are entitled to a personal holiday; all new employees of the County are entitled to a personal holiday after their one-year (1-year)anniversary in the calendar year of their first anniversary date.

9.3.2 Additional Holiday. Every employee shall be entitled to take one of the following additional holidays subject to the employee's choice and prior approval by the employee's department head:

1. The last working day before, or the first working day after Christmas (December 25th);

2. The last working day before, or the first working day after New Year's Day (January 1st).

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - In-County Travel

10.1.1 - Mileage Reimbursement Rate Employees who use their own vehicles

for in-county business shall be reimbursed at the current IRS mileage rate as amended from time to time, from point of origin approved by the department head.

10.1.2 - Meals If because of County business an employee provides a meal for another person, the employee may be reimbursed for actual and necessary guest expenses not to exceed thirty-seven dollars ($37.00) per day. All expenses are to be approved by the department head and accompanied by receipts acceptable to the auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-county travel for the purpose of mileage computation. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 - Out-of-County Meals. Employees who because of County business are required to eat away from home shall be reimbursed as set out below:
An employee who leaves the County during a fixed run or a regular schedule will not be allowed to receive a meal allowance. If because of County business an employee is required to leave before 7:00 a.m. and return after 6:00 p.m., that employee is entitled to a meal allowance of forty-four dollars ($44.00) per day. For days requiring partial day travel, employees shall be entitled to per diem as outlined below:

Breakfast	$8.00
Lunch	$12.00
Dinner	$24.00

Actual receipts approved by the Department Head may be submitted in lieu of taking per diem up to a maximum of $44.00 per day. For purposes of advance requests for meal allowance, the rates listed herein shall be used subject to the time requirements. Continental breakfasts are not a true breakfast and can be ignored for claiming purposes. Per diem amounts shall not be claimable by the employee for any meals provided by the registration or other fee as part of a conference or training.

10.2.3 - Lodging Lodging expenses shall be actual and necessary. Lodging receipts must accompany any claim for reimbursement prior to department head approval.

10.2.4 - Banquet Expenses All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs. On day(s) when you

attend a banquet, you shall only be eligible for the non-banquet meals per Section 10.2.2, plus the actual banquet expense. Banquet receipt required.

10.2.5 - Travel Expense Advance A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-county travel shall be advanced to any County employee, upon request of the employee and approval of the department head involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any preregistration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County prior to any subsequent claims being approved by the County. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of $3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items

The following items are non-reimbursable:

1. Tips in excess of 15% of the cost of meals (excluding alcohol).
2. Expenditures for alcoholic beverages.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Section 11.2 - Procedures

When it appears that there has been a significant change in the duties and responsibilities of a position, an employee or a department head may request a reclassification to an existing County classification during the month of January. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to his/her department head. The department head shall forward all requests to the County Administrative Officer with a recommendation for approval or denial.

The County Administrative Officer shall consider such requests and recommend one of the following actions to the Board of Supervisors:

11.2.1 - Deny the request and direct the department head to assign only those duties to the employee that are within the employee's current job description;

11.2.2 - Approve the request for reclassification;

11.2.3 - Deny the request for reclassification.

At least ten (10) working days prior to the Administrative Officer's recommending one of these actions to the Board, the County shall give prior notice to the Association of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Board.

The Board shall act upon the recommendations and shall communicate its decision to the employee and the Union within twenty (20) working days after receiving the request for reclassification.

The Association may appeal the decision of the Board of Supervisors (11.2.3 only) to arbitration in accordance with step 3 of the grievance procedure. Prior to arbitration, the parties shall meet at either the Association's or the County's request to attempt to resolve any disputed decisions.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be contained exclusively to the issue for whether or not the employee is working out of classification, as defined in Article 11, Section 11.1, Definition of Out-of-Class Work. In the event the arbitrator rules for the employee and Association, the County shall either reclassify the employee as requested or assign only those duties to the employee that are within the employee's current job description.

Section 11.3 - General Conditions

11.3.1 - Effective Dates In the event a reclassification request is approved by the Board of Supervisors subsequent to either the Administrative Officer's recommendation or the arbitrator's decision, the effective date for the change shall be the March 1 following the date of the request.

11.3.2 - Out-of-Class Payments If the department head is directed to assign only those duties that are within the employee's current job description by the Board of Supervisors, or if the Board of Supervisors decides to remove the higher class duties subsequent to an arbitrator's decision in favor of the employee, the County shall pay out-of-class pay, as described in Article 11, Section 11.4, Temporary Assignments.

11.3.3 - One Year Bar If an employee's request is denied in arbitration, he/she shall be barred from filing another reclassification request during the month of October following the denial.

Section 11.4 - Temporary Assignments

Employees who are assigned work of a higher level permanent position on a temporary basis due to a vacancy, illness, vacation or other type of leave, and employees who are performing work of a higher level but have been assigned their regular duties in accordance with Section 11.3.2, Out-of-Class Payments, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. An employee's anniversary date shall be defined as the original date of hire to a permanent position with the County and shall not be changed except under the conditions of Sections 6.2.3, Promotion, and 6.2.4, Demotion, or stops accruing under conditions of Section 12.7, Seniority Accrual.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be follows:

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Regular employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Association shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has

determined to fill in his/her classification within the department where the layoff occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 - Displacement In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification in the department in which the layoff occurred at the same or lower level in which permanent status had formerly been held, provided he/she has seniority over a current incumbent, and the regular layoff procedure in that same or lower level shall apply, within said department.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Displacement, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 - Recall The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open within the department where the employee's layoff occurred, they shall be filled from this list.

12.6.2 - Vacancies When vacancies occur in departments outside the one from which an employee has been laid off, employees on the recall list shall receive the same consideration as current County employees. If an employee fills a vacancy in another department, he/she shall suffer no loss in seniority, and shall be required to serve a probationary period as if he/she had transferred into the department. If he/she is rejected on probation, the employee shall retain his/her status on the recall list. The employee shall also retain recall rights to his/her former position until the time at which he/she would normally be deleted from the recall list, as outlined in 12.6.3 below.

12.6.3 - Deletion from List No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head or his/her designee in accordance with this Article. All employees shall be governed by the rules and guidelines as set forth in Section 3300 of the Government Code and any other lawfully-mandated rights.

Section 13.1 - Just Cause

The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense.

13.1.2 - One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.2.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.2.1.1 - Falsification of application for work;

13.1.2.1.2 - False information regarding driver's license;

13.1.2.1.3 - False information regarding professional licenses, credentials, or certificates;

13.1.2.2 - Incompetence;

13.1.2.3 - Insubordination;

13.1.2.4 - Dishonesty;

13.1.2.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.2.5.1 In possession of, under the influence of, alcohol beverages, while at work or in County work areas; unless specifically assigned as a part of an undercover assignment and as approved in advance by the department head or his/her designee.

13.1.2.5.2 In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

13.1.2.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs;

13.1.2.7 - Misuse of County property or damage to County property resulting from misuse or negligence;

13.1.2.8 - Violation of a County and/or departmental rule;

13.1.2.9 - Sexual harassment.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When a department head or his/her designee contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the department head or his/her designee.

13.2.6 - When a response is made to a proposed disciplinary action, the department head or his/her designee shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend

When a department head or his/her designee believes there is just cause for disciplinary action against an employee, the department head or his/her designee shall give the employee a written notice of the action. Notification to a permanent employee of the disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and/or omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the County, a reference to the rule or regulation.

13.3.3 - A statement of the disciplinary action and a copy of all written material on which the action is based.

13.3.4 - _A statement that the employee has a right to appeal such a decision and charge if demanded within ten (10) working days after service of this notice, pursuant to section 13.3.5 below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

13.3.5 - Disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head or his/her designee. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by his or her union and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

13.3.6 - Disciplinary Arbitration: In cases involving suspension, demotion or discharge, the affected employee shall have the right to appeal the County Administrative Officer's decision to arbitration if requested in writing within ten

(10) working days of the date received by the employee of the CAO's written decision. Any such appeal must be submitted directly to the CAO.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the department head or his/her designee determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the County, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the department head or his/her designee, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the department head or his/her designee, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Administrative Leave with Pay

Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect persons or property in accordance with the following procedures, provided such suspension is with pay until procedures in Section 13.4 have been followed.

13.5.1 - When the complaint of misconduct is of a serious nature and it is contrary to the best interest of the County for an employee to continue his regular duties while awaiting investigation or formal disciplinary action, the employee may be relieved from regular duty and assigned to inactive duty by the department head or his representative.

A. In an emergency situation where time does not permit the notification of the department head, a supervisor may assign an employee to inactive duty. In such cases the department head shall be notified in writing as soon as possible.

B. An employee on inactive duty assignment is entitled to his/her regular pay and benefits.

C. An employee placed on inactive duty shall surrender his/her weapon, badge, and identification card to the assigned supervisor.

13.5.2 - The suspended employee is given written notice in person or by deposit in U.S. certified mail of the charges upon which the suspension was based within one (1) working day after suspension;

13.5.3 - The employee is notified of his/her right to file a written response or to have a conference with the department head or his/her designee;

13.5.4 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1

It is agreed that the grievance machinery of this Memorandum of Understanding provides the exclusive procedure for resolving any dispute between the employees and/or the Association and County relating to the subjects covered by section 14.2.1 .

Section 14.2 - Definitions

14.2.1 - A "grievance" is an allegation by one or more employees or the Association that the County has violated an express provision of this Memorandum of Understanding, County policy, procedure or regulation involving matters within the statutory scope of bargaining, or other employment rights and protections guaranteed by State or Federal law. To the extent the grievance also alleges violations of State or Federal law for which State or Federal administrative and/or judicial remedies are available, the parties to this Memorandum of Understanding agree that the steps of this grievance procedure must be exhausted as a condition to the grievant pursuing such administrative and/or judicial remedies.

14.2.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.2.3 - "Working day" shall mean days in which the County offices are open for business.

Section 14.3 - Pre-Grievance Step

14.3.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At

least one informal meeting between parties shall take place before the grievance procedure is invoked.

14.3.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.3.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of the Memorandum of Understanding.

Section 14.4 - Formal Grievance

14.4.1 - Step One Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of this Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. In the event the department head or his/her designee grants the grievance in a manner that requires the payment of any county funds to the grievant, the department head's or his/her designee's decision shall be advisory only to the County Administrative Officer. A copy of the decision shall be sent to the Association and this copy shall dictate time limits.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her Association representative at the meeting.

14.4.2 - Step Two If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one.

The County Administrative Officer or his/her designee shall meet with the grievant and may include other persons involved in the grievance. The grievant may be accompanied by his/her Association representative. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after receiving the grievance, which answer shall be final and binding on the grievant and the Association unless it is timely appealed to arbitration by the Association in accordance with the procedures set forth in Section 14.4.3.

14.4.3 - Step Three - Arbitration Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Association with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of the grievance procedure shall constitute a waiver of the Association's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Association.

The County and the Association shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Association and the County.

14.4.4 - Arbitrator Authority. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Association and County. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the County and the Association. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Association and the County.

Section 14.5 - Miscellaneous Provisions

14.5.1 - In the absence of administrators required to render decisions as outlined in the procedures, the Administrative Officer shall appoint a substitute.

14.5.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Association, or by the County. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Association shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond step two without written concurrence of the Association. The Association shall have the right to appear and be heard in all individual or group grievances at any step.

14.5.3 -Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.5.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the County until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The County shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by his/her immediate supervisor.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the personnel officer, County Counsel and the Administrative Officer. Upon written authorization by the employee, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of five years, and annually thereafter.

ARTICLE 16 - SAFETY

The County agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The County shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the County. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions, provided employees are properly informed of such practices, safety rules, and/or regulations.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - Affected members warrant that there will be no strike, work slow-down, or sick-out of any kind or a refusal or failure to fully and faithfully perform job functions and responsibilities by the Association officers or members during the term of this Memorandum of Understanding.

Section 17.2 - In the event of any such action or interference described in Section 17.1, the Association shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Association immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing County Ordinances, rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both parties waive and relinquish the right to meet and negotiate and agrees that neither party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each party understands that only the Board of Supervisors has the authority to bestow additional benefits on employees covered by this Agreement. The parties, therefore, agree that regardless of the action of any department head, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the County.

Section 18.4 - The County agrees to give Union adequate notice of proposed changes in policy, rules, and procedures affecting working conditions, and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law, but all other provisions or applications shall continue in full force and effect.

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on October 1, 2015, and shall continue in full force and effect through December 31, 2018, and shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.2 - Entire Agreement.

Approved this 9th day of February 2016 by the Board of Supervisors, County of Mariposa.

For the County

John Carrier, Chair
Board of Supervisors

Date: Feb. 16, 2016

Richard C. Bolanos
County Negotiator

Date: 2/22/16

For the Association

Sgt. Chris Ramirez, President
Sheriffs' Management Association

Date: 02/09/2016

Paul Konsdorf
Goyette & Associates

Date: 3/11/16

2-12-16
Sean Land
Sheriff's Sergeant

Approved as to Form:

Steven W. Dahlem
County Counsel

APPENDIX A

Job Classifications and Salary Grade/Step Table

These salaries are effective 10/1/2015. Salary increases beyond this date and which are reflected in section 6.1.1 are to be calculated using these rates as a base.

POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ASSISTANT CHIEF PROBATION OFFICER	557	1	31.2620	5,418.75	65,024.96
		2	32.8240	5,689.49	68,273.92
		3	34.4680	5,974.45	71,693.44
		4	36.1910	6,273.11	75,277.28
		5	37.9990	6,596.49	79,037.92
DEPUTY FIRE CHIEF	405	1	26.6540	4,619.94	55,440.32
		2	27.9860	4,850.81	58,210.88
		3	29.3870	5,093.65	61,124.96
		4	30.8570	5,348.44	64,182.56
		5	32.3990	5,615.72	67,389.92
JAIL LIEUTENANT	552	1	33.1420	5,744.61	68,935.36
		2	34.7990	6,031.83	72,381.92
		3	36.5380	6,333.25	75,999.04
		4	38.3650	6,649.93	79,799.20
		5	40.2820	6,982.21	83,786.56
JAIL SERGEANT	550	1	26.3800	4,572.53	54,870.40
		2	27.7000	4,801.33	57,616.00
		3	29.0860	5,041.57	60,498.88
		4	30.5370	5,293.08	63,516.96
		5	32.0660	5,558.11	66,697.28
SHERIFF'S CAPTAIN	556	1	37.4600	6,493.07	77,916.80
		2	39.3330	6,817.72	81,812.64
		3	41.3000	7,158.67	85,904.00
		4	43.3640	7,516.43	90,197.12
		5	45.5320	7,892.21	94,706.56
SHERIFF'S SERGEANT	551	1	30.9350	5,362.07	64,344.80
		2	32.4830	5,630.39	67,564.64
		3	34.1060	5,911.71	70,940.48
		4	35.8100	6,207.07	74,484.80
		5	37.6010	6,517.51	78,210.08
SHERIFF'S UNDERSHERIFF	555	1	41.7800	7,241.87	86,902.40
		2	43.8720	7,604.48	91,253.76
		3	46.0640	7,984.43	95,813.12
		4	48.3680	8,383.79	100,605.44
		5	50.7870	8,803.08	105,636.96