

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF CALAVERAS
And the
CALAVERAS COUNTY SHERIFFS' MANAGEMENT UNIT**

January-July 1, 2018-2019 through June 30, 2019-2020

Pursuant to the provision of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.), representatives of the County of Calaveras ("County") and the Calaveras County Sheriffs' Management Unit ("Unit") have met and conferred concerning the subject of wages, hours and other terms and conditions of employment for employees in the Sheriffs' Management Unit.

This Memorandum of Understanding ("MOU") represents the good faith effort of both parties to reach agreement on matters of wages, hours and other terms and conditions of employment for employees in the Sheriffs' Management Unit. The parties understand that this agreement is not binding until such time as it is ratified by the membership of the Unit and the Calaveras County Board of Supervisors.

The parties agree as follows:

Section 1. General Conditions

1.01 Management Rights.

The County retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of the MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County shall not be abridged in any way by any arbitration award. The County reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, commissions and boards; to set standards of service; to create, assign and abolish job classifications; to establish the initial salary for newly created positions; to determine the procedures and standards of selection for employment; to direct employees; to take disciplinary action; to adopt rules of conduct and penalties for violation thereof; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to increase or decrease the work force and to determine the number of employees needed; to hire, transfer, promote and maintain work standards schedules of operation and reasonable work load; to assign work and required overtime; to relieve employees of duty due to lack of work funding or other legitimate reasons; to maintain efficiency of government operations; to determine the methods, means and personnel by which governmental operations are to be conducted; to subcontract or discontinue work for economic or operation reasons; to take all necessary actions to carry out its mission during emergencies; and exercise complete control over its organization and its equipment. These rights shall be limited only as specified in this MOU. Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act.

1.02 Recognition

Pursuant to California Government Code Section 3501(b), the County recognizes the Unit as the exclusive representative for employees designated to the Sheriff's Management Bargaining Unit for County employees.

The classifications of County positions designated to the Sheriffs' Management Unit are as shown in Exhibit "A", attached hereto and incorporated herein by reference.

1.03 Association Security

- a. Payroll Deductions: The Association may elect to be provided payroll deduction for membership dues. The Association shall provide the Human Resources Department with a written authorization on a form approved by the County, signed by the employee in the unit authorizing the payroll deduction and setting forth the full amount to be deducted each month. The Human Resources Department will forward to the Association in a timely manner the amounts collected each month from members in the unit authorizing such deduction.

The Association shall immediately notify the Human Resources Department of any changes or cancellations in the authorized deductions. The County shall not be liable to the Association, the employees or any other person by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Association agrees to indemnify and make the County harmless against any and all claims, demands, suits, orders, judgment or other form of liability that may accrue from or by reason of action taken by employees or others under this section.

1.04 Unit Representatives

The Unit shall be allowed to designate up to two (2) employee members to serve as representatives in the meet and confer process with the County. Prior to the beginning of each meet and confer process, the Unit shall, in writing, provide to the County the name, classification and department of each representative.

Designated employee representatives shall, upon prior notification to Director of Human Resources, be granted reasonable release time from scheduled duties without loss of pay to meet with County representatives during any meet and confer process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Unit's exercise of this right.

1.05 Association Training Time

County allowance to a maximum of twenty-four (24) hours without pay (not more than twenty-four (24) hours may be taken in a fiscal year) to attend seminars, workshops, and meetings related to collective bargaining. The Association representative must complete a memo to the Sheriff at least seven (7) days prior to departing to said activity indicating the anticipated time and dates the individual will be away from the work station, the purpose of the trip and when the individual will return to duty. The Sheriff shall approve the

participation in such activities except when, in his opinion, such approval would create a hardship on the operations of the department. All costs associated with said activities shall be borne by the Association.

1.06 Individual Rights.

- a. Pursuant to Government Code Section 3506, neither the County nor the Unit shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her rights to engage in or refrain from engaging in activities set forth in Government Code Section 3502.
- b. Seniority for an employee shall be calculated as defined in Section 17.03.

Section 2. Grievance Procedure and Arbitration

2.01 Grievance Definitions

- a. **Grievance.** A grievance is a claimed violation, misapplication or misinterpretation of any term or provision of the MOU, County Code, Personnel Regulations, administrative rules or regulations, or established past practices which adversely effects the grievant. A grievance does not include formal actions of the Board of Supervisors regarding the County budget or the merits of County operational or organization plans, or any actions mandated upon the County as a result of Federal and State law or County-wide election processes. A grievance shall also not include any term or provision of this MOU or County Code Personnel Regulations that specifically provide that the decision of any County official shall be final.
- b. **Grievant.** A grievant is an individual employee or group of employees in the unit that file a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one (1) employee in a substantially similar manner may be consolidated at the discretion of management as a group of grievants and thereafter be represented by a single grievant.
- c. **Day.** Day shall mean a period of time between midnight and the midnight following.
- d. **Business Day.** A business day shall mean a day in which the County's main administrative office is open for business.

2.02 General Conditions

- a. If a grievant fails to pursue his/her grievance to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b. If a supervisor, manager, department head, (or designee) fails to respond with an answer within the given time period, the grievant may pursue his/her grievance to the next higher level.

- c. The grievant may be represented by a person of his/her choice at any formal level of the grievance procedure.
- d. Time limits and formal levels of grievance may be waived by mutual written consent of the parties.
- e. Proof of service shall be accomplished by mail or personal service.

2.03 Grievance Procedure

- a. Informal Level. Within seven (7) business days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall verbally give notice of his/her grievance to his/her immediate supervisor. The grievant and his/her immediate supervisor shall meet within seven (7) business days of the verbal notice in an attempt to resolve the grievance. The grievant's immediate supervisor shall give the grievant a verbal response within seven (7) business days of the informal meeting.
- b. Formal Level. If the grievance is not resolved at the informal level, the grievant may, within seven (7) business days of the receipt of the informal level answer, submit a formal written grievance to his/her department head. The written grievance shall describe the grievance, the term or provision of the MOU, County Code Personnel Regulations, administrative rule or regulation or established past practice allegedly violated and the remedy requested. Within seven (7) business days of receipt of a formal grievance, the department head (or designee) shall meet with the grievant and the grievant's representative if the grievant chooses, to discuss the grievance. The department head (or designee) shall submit a written response to the grievant within seven (7) business days of the formal grievance meeting.
- c. Final Level. If the grievance is not resolved with the written answer from the department head (or designee), the grievant may, within seven (7) business days from receipt of the formal written response, file a written appeal to the CAO. Within fourteen (14) business days of receipt of the written appeal, the CAO (or designee) shall investigate the grievance. The investigation may include a meeting with the concerned parties. Within seven (7) business days after completion of the investigation, the department head (or designee) shall respond in writing to the grievant.

2.04 Arbitration

- a. If the grievance is not resolved at the formal level, the grievance may be submitted to arbitration. The grievant or his/her representative shall file a Notice of Appeal and Request for Arbitration within seven (7) business days of the final answer given at the formal level of the grievance procedure. An impartial arbitrator shall be designated by mutual agreement between the grievant and his/her representative and the CAO. Should the parties fail to reach agreement on the selection of an arbitrator within fourteen (14) business days, they shall jointly request a list of five (5) qualified arbitrators from the California State Mediation and Conciliation Service or the American Arbitration Association. Within fourteen (14) business days of the receipt of the list of arbitrators, the parties shall mutually select an arbitrator from the list. If the parties cannot agree

on an arbitrator within seven (7) business days, the parties shall alternately strike names until only one (1) name remains on the list. The remaining name shall be selected as the arbitrator. The party that strikes a name first shall be determined by a random selection method.

- b. The arbitration shall be conducted under recognized rules of arbitration hearing. Either party may call witnesses and present facts. An employee witness, if on duty, may be released from duty without loss of pay in order to testify. However, no employee called to testify will be entitled to back pay, stand-by pay, overtime or expenses for serving as witness.
- c. No arbitrator shall entertain, hear, decide or make recommendations on any grievance unless such grievance involves a position in the unit represented by the Association and unless such grievance falls within the definition of grievances as set forth in Section 2.01(a).
- d. The arbitrator shall have no authority to alter, amend, change, add to or delete from any of the terms or provisions of the MOU, County Code Personnel regulations, or administrative rules or regulations. The decision of the arbitrator shall be based solely on the facts presented by the parties at the arbitration hearing. The decision of the arbitrator shall be filed within thirty (30) days of the close of the arbitration hearing and shall be final and binding subject only to judicial review.
- e. To the extent required by law, fees and expenses of the arbitrator and any related room or recording costs shall be shared equally by the County and the Association or the grievant. All other costs shall be paid by the party incurring such cost.

Section 3. Safety Equipment

3.01 Safety Equipment

The County shall furnish all safety equipment required by law to be provided to peace officers employed by the County. All equipment entrusted to an employee of this unit shall be maintained by him/her in a reasonable and prudent manner.

Section 4. Salaries

4.01 Salary Schedule

The salary ranges for classifications covered by this MOU shall be as set forth in Exhibit "A" hereto. These salary ranges, as in effect shall be increased by 2% to base rate effective ~~July 7, 2018~~ July 6, 2019., ~~contingent upon employee pick up of 1% of employee PERS rate. An equity increase of 2.5% to base rate for the position of Lieutenant and 5% for the position of Captain will be effective the first full pay period after board adoption or March 3, 2018, whichever is later. An additional 5% increase to base rate for the position of Captain will be effective September 29, 2018.~~

4.02 Hiring Steps

Except as otherwise provided herein, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which he/she is appointed. The Director of Human Resources may approve an entrance salary which is more than the minimum salary for the class to which the employee is appointed. Such salary may not be more than the maximum salary for the class to which the employee is appointed.

4.03 Pay Dates

Employees will be paid on a biweekly pay schedule consisting of eighty (80) hours. Employees will be paid the applicable hourly rate set out in Exhibit "A" hereto. Benefits will be converted to an equivalent level based on the employee's normal assigned daily work schedule.

4.04 Merit Pay Advancement

Permanent and probationary employees servicing in regular established positions shall be considered by the appointing authority on their salary eligibility dates for advancement to the next higher step in the salary range for their respective class. Advancement to the next higher step shall be as follows:

- a. After the completing of thirteen (13) completed pay periods of full time satisfactory service in the first step of the salary range, and upon recommendation of the department head, the probationary employee shall be advanced to the second step in the salary range for his/her classification, but shall not be deemed to be a permanent employee until satisfactory completion of twenty-six (26) complete pay periods. If an employee is appointed at the step higher than his/her first merit increase shall be after twenty-six (26) complete pay periods of satisfactory service. It shall be the responsibility of department heads, prior to the completion of the initial twenty-five (25) complete pay periods, to report service that is less than satisfactory.
- b. After the completing of twenty-six (26) complete pay periods of full time satisfactory service in the second step of the salary range, the employee shall be eligible to be advanced to the third step in the salary range for his/her classification, unless the department head recommends that the salary increase be withheld, as the employee has not achieved the level of performance required. The affected employee shall be furnished a copy of the department head's recommendation.
- c. After the completion of twenty-six (26) complete pay periods of full time satisfactory service in the third step of the salary range, the employee shall be eligible to be advanced to the fourth step in the salary range for his/her classification, unless the department head recommends that the salary increase be withheld, as the employee has not achieved the level of performance required. The affected employee shall be furnished with a copy of the department head's recommendation.
- d. After the completion of twenty-six (26) complete pay periods of full time satisfactory service in the fourth step of the salary range for his/her classification, an employee shall be eligible to be advanced to the fifth step in the salary range for his/her classification

upon written certification of the department head that the employee's work performance has been above average. Advancement to the step increase may be withheld, if the employee has not achieved the level of performance required. The affected employee shall be furnished a copy of the department head's recommendation.

- e. Each employee shall be considered for salary step increases according to the employee's eligibility date which shall be the first day of the pay period following completion of the required number of pay periods; thirteen (13) pay periods in the first step, twenty-six (26) pay periods in a higher step. Subsequent merit increase eligibility dates shall be the first day of the pay period following twenty-six (26) pay periods. Changes in an employee's salary because of promotion, demotion, or postponement of salary step increase, or special merit increase will result in a new salary eligibility date for that employee and will coincide with the first working day of a given pay period, subject to the procedures stated above.
- f. Salary range adjustments for an entire classification will not result in a new salary eligibility date for employees serving in that classification.

4.05 Military Leave, Salary

All employees who have been granted a military leave pursuant to subsection 10.4 shall, upon their return to County service, be entitled to return to the same step within the range scale of the established wage schedule for their classification.

4.06 Salary Step When Salary Range Is Increased

Whenever the schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's top step held in the previous range, unless otherwise specifically provided by the Board of Supervisors.

4.07 Salary Step After Promotion

A regular employee who is promoted to a position in a class with a higher salary range from which he or she was promoted shall be appointed to the step in the higher salary range which will result in an increase of at least five percent (5%) in such employee's salary; provided that in no event shall the new salary be higher than the maximum of the salary rate of the class to which the employee is promoted. Such salary increase shall be effective as of the date upon which the promotion is effective. For the purpose of further step increases within the new salary range, the employee's salary range eligibility date will be changed, pursuant to Section 4.04, to the first day of the pay period following the day the promotion was effective, unless the promotion is effective as of the first working day of the pay period, in which case the employee's new salary eligibility shall be the first day of the pay period in which he or she is promoted.

4.08 Salary Step After Demotion

A regular employee who is demoted to a position in a class having a salary range lower than the class from which he or she was demoted shall receive the salary in the lower range

but at a step which the demoted employee held in the class from which he or she was demoted. Such salary decrease shall be effective as of the date upon which the demotion is effective. The employee's salary eligibility date for step advancement shall not be changed and further step increases within the lower salary range shall be determined by the provision of Section 4.04 herein.

4.09 Salary on Transfer

There shall be no change in the compensation or the salary eligibility date of an employee who is transferred from one position to another in the same class or to a position in a class having the same salary range.

4.10 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, his/her salary shall be the same as at the time of his/her separation unless there has been an increase within the salary range.

4.11 Salary Upon Resignation or Layoff

Final payroll warrants upon resignation or layoff from County employment will be paid on the next regularly scheduled pay day.

4.12 Out of Class Pay

Subject to prior approval by the Director of Human Resources, the County will provide salary adjustment for work performed out of classification in a higher class after thirty (30) consecutive calendar days, with a pay adjustment of approximately five percent (5%), but not higher than the top of the range of the higher class.

4.13 PERS Contribution Paid by County

The County shall pay the rate prescribed by the Public Employees' Retirement System for employee contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

Effective July 7, 2018, each employee shall contribute an additional one percent (1%) toward the employees contribution to the Public Employees' Retirement System. The amount shall be taken as a pre-tax deduction from the employees' paycheck each payroll period. If for any reason the County is precluded from making the one percent (1%) deduction or the deduction cannot be made on a pre-tax basis the parties agree to meet and confer regarding ways to cure the defect.

The County and SMU agree, that the one percent (1%) will continue past the expiration of the MOU.

4.14 Longevity Pay

- a. Following the completion of six (6) years of service with the County, the County shall pay the employee an additional two and one half percent (2.5%) of base salary;
- b. Following the completion of fifteen (15) years of service with the County, the County shall pay the employee an additional two and one half percent (2.5%) of base salary.

4.15 Assignment Pay

Lieutenants may be assigned to Special Assignment Teams by the Sheriff or his/her designee and at his/her discretion, and shall not be subject to the grievance procedure. The Sheriff shall have discretion to determine the number of personnel assigned to special assignments (within the budget). Upon the request of the employee, a meeting may be scheduled with the Sheriff to review the facts regarding non-renewal of assignments, which meeting shall satisfy any appeal rights under the Public Safety Officers Procedural Bill of Rights Act (POBAR). Employees assigned to the following assignments shall be paid two and one half (2 1/2 %) percent of base salary for each assignment and may not exceed a total of five percent (5%):

Hostage Negotiation Team

SWAT

Search and Rescue (SAR)

Dive Team

Bomb Team

4.~~15~~16 Comparison Counties

The County and Association agree that the following counties shall be utilized for compensation comparison purposes: El Dorado, Amador, Placer, Sutter, Nevada and Tuolumne.

4.~~16~~17 Management Time Off

Unit members shall be granted forty (40) hours of management leave per calendar year. In recognition of the emergency service 24 hour per day responsibilities of Sheriff's management personnel an additional forty (40) hours of management leave will be provided each year. .

Section 5 Holidays

5.01 Qualifications for Holiday Pay

All regular employees shall be entitled to take all authorized holidays on full pay, not to exceed eight (8) hours for any one (1) holiday. Employees working a ten (10) hour normal work day shall be entitled to only eight (8) hours for a holiday but may use MTO or vacation time to receive full pay for that day. Any employee who is required to work on a holiday, or whose regularly scheduled day off falls on a holiday, shall be entitled to

compensation for eight (8) hours at straight time for that holiday, and the time shall be reported on the payroll prelist as directed by the Auditor-Controller.

5.02 Holidays

Days observed as holidays for all full time employees are as follows:

1. January 1
2. The third Monday in January known as Martin Luther King Day
3. The third Monday in February known as President's Day
4. The last Monday in May known as Memorial Day
5. July 4
6. The first Monday in September known as Labor Day
7. The second Monday in October known as Columbus Day
8. November 11
9. The Thursday in November known as Thanksgiving Day
10. The Friday in November following Thanksgiving Day
11. December 24
12. December 25
13. December 31
14. Every day appointed by the President of the United States or the Governor of the State of California for a public fast, Thanksgiving or holiday and so adopted by the Board of Supervisors.

The County has additionally agreed that for office personnel, when a holiday falls on a Saturday, the holiday shall be recognized on the preceding Friday and that when a holiday falls on Sunday, the holiday shall be recognized on the following Monday. If one (1) day of two (2) successive holidays falls on a Saturday, then the preceding Thursday shall be considered a holiday. If one (1) day of two (2) successive holidays falls on a Sunday, then the subsequent Tuesday shall be considered a holiday. If the two (2) days of successive holidays falls on a Saturday and a Sunday, then the preceding Friday and the subsequent Monday shall be considered holidays.

Section 6 Vacation Allowance/Accrual

6.01 Eligibility

All employees in the unit who are currently on the following vacation schedule shall remain on the vacation schedule based on two thousand eighty (2080) hours per year. Additionally, those employees who are not on this vacation schedule shall be placed on the following vacation schedule effective the first payroll period following execution and approval of this MOU:

- a. One (1) year through three (3) years continuous employment: maximum of eighty (80) hours per year, accrued at the rate of .03846 hours per hour paid.
- b. More than three (3) full years through ten (10) complete years continuous employment: maximum of one hundred twenty (120) hours per year, accrued at .05769 hours per hour paid.

- c. More than ten (10) full years of continuous employment: maximum of one hundred sixty (160) hours per year, accrued at .07692 hours per hour paid.
- d. Employees may accrue vacation time up to a maximum of two times their annual entitlement.

6.02 Calculation

All references to hours paid are for straight time only.

6.03 Accrual

Vacation accrual begins on the first hour of employment.

6.04 Part Time Employees

The vacation of a regular part time employee is accrued on the hourly basis stated above for straight time worked.

6.05 Required Service

Employees are eligible to use accrued vacation after six (6) months of service, but not before.

6.06 Vacation Use

Vacation shall be taken in increments of one half (1/2) hour and not less.

6.07 Authority

The time at which employees shall be granted vacation leave shall be at the discretion of the department head.

6.08 Vacation Allowances for Separated Employees

- a. When an employee is separated from County Service, any remaining vacation allowance shall be added to his/her final compensation and shall be issued separately from the employee's final pay check.
- b. A permanent employee who is subsequently reinstated within one (1) year of layoff shall have his/her prior service counted in determining eligibility for vacation accrual, with deduction there from of the amount of time between the date of layoff and the date of reinstatement, which time shall not be counted in determining eligibility.

Section 7 Sick Leave

7.01 Accrual

All regular employees, including part time employees working fifty percent (50%) or more shall accrue sick leave at a rate of .04615 hours for each hour paid. Sick leave accrual begins on the first hour worked. "Hours paid" as used herein are straight time hours only and do not include overtime. Unused sick leave shall accumulate from year to year.

7.02 Sick Leave Use

Employees are entitled to sick leave charged in increments of one half (1/2) hour and not less for the days/hours which the employee would normally have worked, to the maximum of hours accrued, subject to the following conditions:

- a. The employee's illness, injury or exposure to contagious disease incapacitates him/her from performing his/her duties;
- b. The employee's attendance to a member of his/her immediate family who is ill. An employee may use up to sixty (60) hours per calendar year of accrued sick leave for illness in the immediate family. For the purpose of this section, immediate family means parent, spouse, child or sibling. Nothing in this section shall violate the rights of domestic partners under California law.
- c. In special cases with approval of the CAO, a department head may grant sick leave in other circumstances.
- d. No sick leave shall be paid to an employee during any leave or leaves of absences without pay granted the employee.
- e. No sick leave shall be paid in lieu of vacation after the employee has submitted a written resignation.

7.03 Procedure for Requesting and Approving Sick Leave

Whenever possible, the employee shall request prior authorization for sick leave. If the employee cannot seek prior authorization, the employee shall notify his/her supervisor as promptly as possible by telephone or other means that he/she is sick.

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit a signed statement to his/her department head for approval. The signed statement shall be on a prescribed form stating the dates and hours of absence, the exact reason for the absence and such other information as is necessary for his/her request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the written approval of the department head.

The department head may require a physician's statement from an employee who requests sick leave or may make whatever investigation that appears warranted under the circumstances before taking action on the request.

7.04 Use of Sick Leave While on Vacation

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

- a. Was hospitalized during the period of which sick leave is claimed; or
- b. Received medical treatment or diagnosis and presents a signed physician's statement indicating illness or disability for the time period for which the sick leave is claimed; and
- c. Has not submitted a written letter of resignation.

7.05 Doctor's Certificate or Other Proof

If an employee's illness results in an absence from work, a doctor's certificate or other reasonable proof of illness may be required by the department head. The employee may obtain a doctor's certification from the County Public Health Facility at no cost to the employee. Employees who choose to obtain such verification from their personal physician may do so, but at their own expense.

Section 8 Leave of Absence

8.01 Family Medical Leave Act

The County will adhere to the provisions of the Family Medical Leave Act (FMLA) the California Paid Family Leave Program and other related federal, state and local laws with regard to paid and unpaid leaves of absence.

Pursuant to the terms of the Family Medical Leave Act (FMLA):

- a. An unpaid leave of absence may be granted under the provisions of FMLA only if the employee has worked for the County at least twelve (12) months, including a minimum of one thousand two hundred fifty (1,250) hours of paid service during the twelve (12) month period preceding the leave.
- b. Employees eligible for leave may elect to take up to twelve (12) weeks of unpaid leave to attend to the birth or adoption of a child; to care for a seriously ill member of his/her immediate family; or when the employee is unable to work because of his/her own serious medical condition.
- c. The County will continue to provide group health benefits and will pay the County's share of the health plan premium during the leave. The employee is responsible for timely payment of his/her share of the premium.

- d. The County will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential function of the job due to a physical or mental condition.
- e. An employee on FMLA is equally subject to layoffs as are other employees continuously employed by the department.
- f. The employee is required to give thirty (30) calendar days notice to the department head that a leave under FMLA is being requested. If such advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.
- g. If an employee requires a subsequent leave under FMLA, time worked will commence at the end of the prior FMLA leave, with the same twelve (12) month, one thousand two hundred fifty (1,250) hours of paid service requirement between the two FMLA leaves.
- h. Leaves must be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provided.

8.02 Non-Family Medical Leave Act Absences

If a leave does not qualify under FMLA, the employee must request an unpaid leave of absence for personal or medical reasons in accordance with the following:

- a. All requests for leaves of absence pursuant to this section shall first be submitted in writing to the appropriate department head.
- b. A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's department head.
- c. The County will continue to pay the employee's share of the group health insurance premium for a medical leave; the employee is responsible for the timely payment of his/her share of the premium. The payment schedule shall be determined by the Office of the Auditor-Controller.
- d. The County will not contribute to the health insurance premium for leaves for reasons other than disability, for example, personal leaves.
- e. The County reserves the right to deny such a leave and to deny the extension of such a leave.

- f. An employee granted a leave under this provision is expected to return to his/her normal assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.
- g. An employee unable to perform the essential function of his/her job under provisions of the Americans with Disabilities Act may not be reinstated to County employment.

8.03 Workers' Compensation Leave

An employee on workers' compensation is eligible for 4850 time and its associated benefit in accord with the law.

An unpaid leave of absence may be granted to employees who are on authorized workers' compensation status and who exhaust their 4850 time due to industrial illness or injury as provided by state law. The County will continue to pay the County's share of the employee's health insurance premium during this leave. It is the employee's responsibility to pay his/her share of the premium in a timely manner. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

8.04 Military leave

An employee of the County who is a member of the California National Guard or Navy Militia or a member of the reserve corps of force of the federal military, naval, or marine service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed limits set forth in the Military and Veteran's Code. All regular employees in the service of the County who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California shall be allowed leave of absence without pay for the duration of a national emergency. An employee shall be reinstated in the position held when inducted into Military Service, as set forth in the Military and Veteran's Code.

8.05 Absence Due to Required Attendance in Court

Upon approval by the department head, a regular employee shall be permitted authorized absence from duty for appearance in court because of jury service, subpoena, or by direction of a proper authority, in accordance with the following provisions:

- a. Said absence from duty will be with full pay for each day the employee serves on the jury, other than as a defendant, including necessary travel time, not to exceed the length of the assigned work shift. As a condition of receiving such full pay, the employee must remit to the County Treasurer through the employee's department head, within fifteen (15) days after receipt, all fees received.
- b. Jury duty shall be considered in terms of "whole days" (8 hours) or "half days" (4 hours) of service. If an employee is not due to appear for jury duty until an afternoon court session, he/she will be expected to work his/her usual morning schedule. If an employee is required to appear for morning court session and is sent home before noon

and not required to return in the afternoon, he/she will be expected to work his/her usual afternoon schedule.

- c. Attendance in court in connection with an employee's usual official duties or in connection with a case in which the County of Calaveras is a party, together with travel time necessary involved, shall not be considered absent from duty within the meaning of this section.
- d. Said absence from duty will be without pay when the employee appears in private litigation to which the County of Calaveras is not a party, or when the employee is suing the County.
- e. Any fees allowed shall be remitted to the County Treasurer.

8.06 Bereavement Leave

Regular employees shall be entitled up to twenty-four (24) hours of bereavement leave per incident due to the death of persons in the immediate family. In cases of extenuating circumstances, the County Administrative Officer may grant additional hours as he/she determines appropriate. Additional hours granted by the County Administrative Officer will be charged against the employee's accumulated sick leave.

For the purposes of this provision immediate family shall be defined as: mother/father; mother/father-in-law; spouse, son, son-in-law, grandchild, grandparents, brother/sister; brother/sister-in-law; daughter, daughter-in-law; or any relative living in the employee's immediate household.

8.07 Leave of Absence Without Pay

- a. Purpose and Length: A leave of absence without pay may be granted for personal reasons up to a maximum period of twenty-six (26) pay periods. A leave of absence without pay on account of illness or injury will be granted, only after all accrued vacation and sick leave credits have been used, and shall be substantiated by a physician's statement.
- b. Application for Approval of Leave of Absence Without Pay: In order to receive leave without pay, an employee must submit a request on the prescribed form to the department head and the CAO describing the reasons for the request.

8.08 Absence Without Leave

- a. Refusal of Leave or Failure to Return after Leave: Failure to report for duty at the expiration of a leave or failure to report for duty after a leave of absence request has been disapproved, revoked or canceled by the department head or CAO shall be considered as an absence without leave.
- b. Absence Without Leave

1. Absence without leave due to lack of accrued sick leave, vacation or CTO hours: Employees who are absent from their regularly assigned workday shall be expected to use, as appropriate, available accrued sick leave, vacation leave, or CTO hours, or have obtained prior approval for an authorized leave of absence. Employees whose absence places them in unpaid status due to a lack of accumulated paid leave hours and who have not received authorization for an approved leave of absence shall be considered absent without leave and subject to disciplinary action.
2. Absence from duty without leave for any length of time without a satisfactory explanation is cause for dismissal. Absence without leave for five (5) or more consecutive shifts without a satisfactory explanation shall be deemed a tender of resignation.

8.09 Provisions of Law

Nothing in this section relating to a leave of absence shall violate the rights of registered domestic partners under California law.

Section 9 Insurance

9.01 Health Premium

- The County’s contribution per month toward health insurance shall be:

Cash-In-Lieu	\$ 300.00
Employee Only	\$ 597.75 <u>622.80</u>
Employee + One	\$1,165.40 <u>1215.60</u>
Family	\$1,542.84 <u>1608.00</u>

- Cash in Lieu” benefit is available only for those with proof of medical coverage, and who sign up annually during the open enrollment period with proof of other group coverage pursuant to Cafeteria Plan rules. Employees will be provided the “cash in lieu” benefit when they are in paid status with the exception of disciplinary leave. If an employee has a qualifying event they can elect the “cash in lieu” benefit outside of the Open Enrollment period. Employees who elect cash in lieu are also eligible for dental and vision coverage at any level with no cost to employee.
- OPEN ENROLLMENT – Election Authorization: All employees represented by this MOU shall understand that their election as a participant in the County of Calaveras Cafeteria Plan cannot be changed during the plan year unless the employee has a change in the status of their family. These change(s) defined under the Internal Revenue Service System regulations and the County of Calaveras Cafeteria Plan as circumstances such as, but not limited to death, divorce, birth of a child, marriage or change in spouse’s employment. All employees shall also understand that any contribution the employee is required to make for coverage that the employee has chosen shall be taken from their earnings.

The County will provide a \$50,000 group term life insurance benefit to each employee.

Section 10 Probationary Period

10.01 Probationary Period

Every employee covered by this MOU shall be required to serve in a probationary status for not less than twenty-six (26) complete pay periods. Promotional appointments shall be tentative and subject to a probationary period of twenty-six (26) pay periods. The probationary period shall be utilized for close observation of the employee's work; for securing the most effective adjustment of a new employee to his/her position; for releasing any probationary employee whose performance does not meet the required standards of work.

10.02 Notice

The department head shall evaluate an employee's performance at least fourteen (14) days prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, he/she shall be granted permanent status.

10.03 Rejection

During the probationary period, an employee may be rejected at any time by the appointing authority without recourse, except as otherwise required by the applicable laws of the State of California. An employee rejected during the probationary period following promotional appointment shall be reinstated to the position from which he/she was promoted unless charges are filed and he/she is discharged in a manner provided in the County Code.

10.04 Peace Officer Standards and Training

As a condition of continuing employment, every officer employed by the Sheriff's Department shall at the date of hire, or within twenty-four (24) months thereafter, have been awarded by an accredited college and/or university no less than six (6) college and/or university semester units or nine (9) quarter units acceptable to the Commission on Peace Officer Standards and Training.

Section 11 Meal Period and Rest Periods

11.01 Break Periods

- a. Employees normally will be allowed at least a one half (1/2) hour, paid meal period during duty hours.
- b. Normally each employee will be allowed a fifteen (15) minute paid rest period during the first half of the workday and a second fifteen (15) minute rest period during the second half of the workday.

Section 12 Sick Leave Buy Back

12.01 Survivors' Benefits

The County will pay to the surviving spouse of an employee, or to the employee's designated beneficiary pursuant to a properly executed designation of beneficiary, a sum equal to one hundred percent (100%) of the employee's sick leave benefit provided such employee is killed in the line of duty while in the employment of the County as a peace officer.

12.02 Retirement Service Credit

An employee retiring under the provision of the PERS contract with the County may apply all of the employee's unused sick leave accrued at the time of retirement as service credits under PERS. Any employee may at his/her option convert accrued sick leave hours at the employee's current pay rate up to a maximum of \$1,500. Any remaining sick leave may be used for PERS service.

Section 13 Educational Incentive

13.01 Qualifying Education

Employees that hold certificates evidencing their educational achievements shall receive added compensation as set forth below:

AA Degree	3%
Advanced POST Certificate	5%
AA Degree and Advanced POST Certificate	7.5%
BA or BS Degree	5.5%
BA or BS Degree and Advanced POST Certificate	10%
Master's Degree	10%
POST Supervisory Certificate	3.5%
POST Management Certificate	3.5%
POST Executive Certificate	3.5%

Educational incentives are subject to the following conditions:

- a. No degrees or educational achievements other than those listed above shall qualify employees for education incentive.
- b. Employees are eligible to receive education incentive when the employee provides documentation that is acceptable to the Director of Human Resources of AA, BA or BS degrees from accredited colleges or universities and/or of the POST certificate.
- c. Multiple identical degrees, for example two (2) AA degrees, shall not qualify the employee for more than the percentage awarded for one (1) such degree.

Section 14 Uniform Maintenance Allowances

14.01 Uniform Allowance

- a. The County shall provide a uniform allowance in the amount of ~~eight hundred seventy five dollars and four cents (\$875.04)~~one thousand twenty five dollars and four cents (\$1025.04) per year to employees in the Sheriff's Department required to wear a uniform in the line of duty. ~~The uniform allowance is to be used by the employee for purchase, replacement, and maintenance of uniforms. Uniforms damaged or destroyed in the course and scope of employment shall be repaired or replaced according to Section 14.03.~~ The County shall pay the uniform allowance monthly, paid out the second pay period of the month as required by PERS rules.
- b. New employees will be issued a uniform set. Should the employee quit or be rejected during the probation period, the uniform must be returned to the County.
- c. Should the County change the uniform style, an initial set will be issued to the affected employees. A change in seasonal uniform shall not be considered a change of uniform for the purposes of this section. No other uniforms will be issued by the County.

14.02 Uniform Allowance Eligibility

Determination of eligibility for uniform allowance for employees shall be as follows:

- a. An employee who is hired during the six-month payment period for uniform allowance shall receive a prorated payment equal to the percentage of the six-month period he/she was assigned to the bargaining unit.
- b. When an employee is in an unpaid status for thirty (30) calendar days or more during the six-month payment period for uniform allowance, the employee shall receive a prorated payment equal to the percentage of the six-month period he/she was in a paid status.

14.03 Replacement of Damaged Personal Property

In the event that the personal property of an employee is damaged or destroyed in the course and scope of an employee's employment with the Department, the Department, with the written approval of the Sheriff or their ~~shall~~ representative shall reimburse the employee the reasonable cost of repairing or replacing the damaged personal property, whichever is less. The Sheriff or ~~his~~ their representative shall use their best efforts to determine the reasonable value of damaged personal property. The Department shall be required to repair or replace only damaged personal property that the employee utilized to carry out his/her duties and responsibilities. The personal items subject to repair or replacement include but are not limited to uniforms, eyeglasses, contact lenses, sunglasses, watches (up to \$100), bicycles and firearms. Damage resulting from employee carelessness or negligence shall not be replaced by the Department.

Section 15 Retirement Plan/Social Security/Retiree Health Insurance/457 Plan

15.01 CALPERS 3% @ 50 Safety Retirement Formula

The 3% at 50 PERS retirement plan as defined by CalPERS is the basic retirement plan for Safety Members. Employees may pay for additional survivor benefits. Safety Members may purchase Military Service Time to increase their PERS service time for retirement purposes.

15.02 Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired after January 1, 2013 who are not transferred from a PERS agency or PERS reciprocal agency or have a break in service of six months or longer will be covered by the 2.7% @ 57 retirement formula with the 36 highest consecutive months final compensation provision. Also pursuant to PEPRA employees hired after January 1, 2013 are responsible for paying one-half of the normal cost for these formulas. This contribution is in lieu of the retirement contribution as set forth in Section 4.13.

15.03 Social Security – This unit is not in Social Security, however, some unit employees are covered by the Medicare provisions of Social Security.

15.04 457 Plan (Deferred Compensation) - The County will, on a monthly basis, match each dollar contributed by each represented employee to the County-sponsored 457 deferred compensation plan up to a maximum County match of \$50.00 per month, per employee.

Section 16 Disciplinary Action

16.01 Definitions

- a. "Appointing Authority" means a person or group having lawful authority to appoint or remove persons from positions in County service.
- b. "Counseling memo" means a memo issued to an employee at any time, which evaluates his/her work performance.
- c. "Day" means a period of time between any midnight and the midnight following.
- d. "Demotion" means the change of an officer or employee from a position assigned to one (1) salary range to a position assigned to a lower salary range.
- e. "Disciplinary action" means written reprimand, dismissal, demotion, suspension or any other punitive action taken for disciplinary reasons, but does not include a counseling memo or negative action card.
- f. "Due process" requires that disciplinary acts be in written form in accord with applicable laws and policies and that the notice states and explains all charges, based on applicable records and other relevant information.

- g. “Just cause” means the conduct or conditions existing which justify and are reasonable with regards to imposing discipline on an employee.
- h. “Range” means a sequence of salary steps (or salary rates) used to identify the minimum, intermediate and maximum salary rates paid to employees within a class.

16.02 Disciplinary Action – Authorized and Procedure

- a. Any permanent employee assigned to this bargaining unit, may for just cause, be suspended, demoted to a lower classification or dismissed by the appropriate appointing authority with an order in writing, stating in specific language the facts upon which the disciplinary action is based.
- b. All orders for suspension, demotion, dismissal or other punitive action, shall be reviewed by the County Counsel and the Director of Human Resources for legal sufficiency prior to being issued. All orders shall be filed with the Human Resources Department and shall be served upon the affected employee. If personal service upon the employee is impractical, a copy of the order shall be sent by certified mail to the employee’s last known address.
- c. Any disciplinary action shall comply with Government Code section 3300 et.seq.

16.03 Disciplinary Action - Grounds

Each of the following constitutes cause for suspension, demotion or dismissal of a represented employee:

- a. Fraud in securing appointment;
- b. Incompetence;
- c. Inefficiency;
- d. Inexcusable neglect of duty;
- e. Insubordination;
- f. Discrimination;
- g. Threat of assault on employee or public;
- h. Dishonesty;
- i. Falsifying records;
- j. Drunkenness on duty;
- k. Intemperance;
- l. Addiction to the use of narcotics or habit-forming drugs;
- m. Inexcusable absence without leave, including absenteeism and tardiness;
- n. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- o. Discourteous treatment of the public or other employees;
- p. Obscene or immoral conduct;
- q. Political activity which is in violation of federal, state or local laws or regulations;

- r. Use of County property in violation of law, Board of Supervisors' order or departmental policy;
- s. Violation or any provision of this chapter;
- t. Any other behavior, either during or outside of duty hours, which is incompatible with public service;
- u. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
- v. Sexual harassment;
- w. Violation of Section 2.64.570, Section 2.64.575 or Section 2.64.580 of the Calaveras County Code.

16.04 Internal Affairs Investigation

The Department, in its discretion, may conduct Internal Affairs investigations. The purpose of this section is to set forth some guidelines to ensure the employee subject to investigation receives notice of the completion of that investigation within a reasonable period of time while still allowing the Department to conduct a fair and complete investigation. Accordingly, the Department shall notify the employee under investigation that said investigation was either "exonerated", "unfounded", "not sustained", or "sustained" within ninety (90) days of the investigating officer's completion of the investigation. In the event the Department requires the investigating officer to conduct additional or follow-up investigation, the Department shall be required to notify the employee as described herein within ninety (90) days of the investigating officer submitting his final investigation.

16.05 Disciplinary Action – Right of Appeal

- a. Any regular employee, other than a probationary employee, who is served notice of suspension, demotion or dismissal may appeal such action by filing notice with the appropriate appointing authority within seven (7) business days after receiving such notice.
- b. The appointing authority may amend, modify or revoke any or all of the charges, including the disciplinary action.
- c. The employee has seven (7) business days from the date of receipt of the appointing authority's response to file with the CAO, a written appeal from the action.
- d. The CAO or authorized representative, within seven (7) business days of receipt of the appeal, shall investigate the matter and arrange, if necessary, to meet with the parties involved; and thereafter give written answer to the appropriate parties within seven (7) business days of the conclusion of the investigation. If the employee fails to appeal within the time specified, the disciplinary action of the department head shall be final.
- e. If the employee is not satisfied with the decision of the CAO, the employee may, within seven (7) business days after the decision is mailed to the employee or employee

representative, file a written demand at the County administrative office, for an appeal hearing to be conducted by an independent hearing officer.

16.06 Disciplinary Action - Hearing

The following rules shall apply to appeal hearings before hearing officers conducted under this chapter:

- a. The appeal hearing will be private, unless the employee requests that the matter be heard publicly;
- b. An impartial arbitrator shall be designated by mutual agreement between the employee and his/her representative and the CAO. Should the parties fail to reach agreement on the selection of an arbitrator within fourteen (14) business days, they shall jointly request a list of five (5) qualified arbitrators from the California State Mediation and Conciliation Service or the American Arbitration Unit. Within fourteen (14) business days of receipt of the list of arbitrators, the parties shall mutually select an arbitrator from the list. If the parties cannot agree on an arbitrator within seven (7) business days, the parties shall alternately strike names until only one (1) name remains on the list. The remaining name shall be selected as the arbitrator. The party that strikes a name first shall be determined by a random selection method;
- c. Unless otherwise required by law, all costs and all fees of the hearing officer will be shared equally by the parties, except that if the employee is fully reinstated such costs and fees will be paid by the County. Other costs, including attorney's fees, shall be borne by the party who incurs the cost.

16.07 Disciplinary Action – Resolution of Appeal Procedure

- a. After hearing, the hearing officer (arbitrator) shall, in a timely manner, make a finding as to whether or not there was just cause for disciplinary action and shall also make a recommendation as to the appropriate disposition of the appeal.
- b. Written findings and recommendations may be forwarded by the hearing office to the CAO and the employee. These findings and recommendations may be presented to the Board in closed session by the CAO.
- c. Decisions of the hearing officers on matters properly before them shall be final and binding on the parties hereto; provided that the decision is supported by law and substantial evidence.

Section 17 Layoffs

17.01 Layoff

The appointing authority, with the approval of the County Administrative Officer, may layoff employees whenever it becomes necessary due to lack of funds or, lack of work.

17.02 Order of Layoff

- (1) Employees shall be laid off in the following order:

Extra-hire, provisional, limited term, and permanent employees.

- (2) Layoff shall be by inverse order, by classification seniority as determined pursuant to Section 17.03 below, and applied on a departmental basis.

Management reserves the right to take final decisions regarding layoffs. If requested by the Unit, the Director of Human Resources will meet with Unit representatives before implementing layoffs to review the County's seniority determinations.

17.03 Bumping

Any permanent County employee subject to lay off may exercise bumping rights subject to the following limitations:

- (1) Only permanent County employees may exercise bumping rights in lieu of layoffs. Bumping rights will not be extended to extra-hire, provisional, limited term or probationary employees.
- (2) For purposes of determining bumping rights, seniority shall be measured by an employee's time in their current classification. Thereafter, seniority shall be measured by:
 - A. Employee's time in the classification they are bumping to added to the time they have spent in a directly related higher classification(s).
 - B. Thereafter, seniority shall be measured by time as a sworn employee of the Sheriff's Office followed by total time as a County employee.
 - C. An employee's time for purposes of bumping rights shall not include any period during which the employee was on leave without pay, or not actually in County employment because of his/her voluntary separation, layoff, or other cause.
 - D. For an employee who is re-hired after separation, with the exception of layoff, seniority shall be measured from the date of his/her most recent appointment, subject to the above limitations.
 - E. For an employee who is rehired after layoff, full credit shall be given for all seniority except such time as the employee was not actually in County employment because of layoff.
 - F. Directly related classifications in the SMU Bargaining Unit are:
 - DA Investigator I/II
 - Deputy
 - Senior Deputy
 - Sergeant
 - Lieutenant
 - Captain
 - Undersheriff

- (3) A permanent employee subject to layoff may, within his/her current department, elect to bump into an equal paying classification or demote to a lower classification, provided that:
 - A. The employee previously held permanent status in that classification; and
 - B. The employee continues to meet the minimum qualifications for that classification; and possesses more seniority as defined in Section 17.03 (2) than the employee who is being bumped. Bumping is subject to approval of the County Administrative Officer.
 - C. In exercising the bumping rights provided in this section, there shall be no restrictions on an employee bumping into any classification represented by the Deputy Sheriffs Association.
 - D. If eligible to bump, no employee shall be reduced more than one classification per fiscal year due to layoffs.

17.04 Reemployment and Recall

- (1) A permanent County employee laid off from County employment who does not bump into another position will have a right to re-employment in the County service for three years after the date of layoff. An employee re-employed back to their former position within one year shall have their sick leave accruals reinstated and vacation accrual rate maintained. Re-employment rights provide for the employee being referred by the Human Resources Department to any vacant position in the classification from which the employee was laid off. Re-employment rights provide that the employee will be considered for appropriate vacancies not previously held prior to the referral of "names" from an Employment Eligibility List.
- (2) A permanent County employee laid off will have a right of recall to the same position in the same department from which the employee was laid off for three years after the date of layoff. Upon the written request of a laid off employee, prior to expiration of the three year period, their reemployment rights will be extended an additional two years. While no service credit will accrue while employees are laid off, there shall be no break in service considered for layoff purposes for those laid off employees reemployed to a County position pursuant to this section.

Section 18 Unauthorized Action

The Unit, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, sick out, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Unit nor any representative thereof, shall engage in any job action for the purpose of effecting changes in the directives or decision of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

Section 19 Full Agreement

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters set forth in this MOU. Neither party shall, during the term of this MOU, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall affect the exercise of any management rights as described in Section 1.01 herein nor prohibit the parties from changing the terms of this MOU by mutual agreement.

Section 20 Savings Clause

If any provision of this MOU shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision of this MOU shall be restrained by any tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision(s).

Section 21 Term of Memorandum

21.01 Terms

This MOU shall become effective ~~January-July 1, 2018-2019~~ upon the adoption of a resolution by the Calaveras County Board of Supervisors and shall remain in full force and effect to and including June 30, ~~2019~~2020, and month to month thereafter. The County and Unit agree to commence negotiations for a succession agreement no later than March 1, ~~2019-2020~~ and to meet as frequently as necessary, in a good faith effort, to reach agreement on a subsequent MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, ~~2018~~2019.

CALAVERAS COUNTY BOARD OF SUPERVISORS

By: _____
Jack Garamendi—, Chair

ATTEST:

County Clerk and Ex-Officio
Clerk to the Board of Supervisors
County of Calaveras, California

CALAVERAS COUNTY SHERIFFS' MANAGEMENT UNIT

By: _____
Jim Macedo, SMU President Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Judy Hawkins, Date
Director, Human Resources & Risk Mgmt.

W. Robert Phibbs Date
Association Counsel