

**MEMORANDUM OF UNDERSTANDING**  
**ALPINE COUNTY**  
**LAW ENFORCEMENT MANAGEMENT EMPLOYEES ASSOCIATION**

**October 1, 2014 – June 15, 2015**

**SECTION 1. TITLE**

Salaries, benefits and conditions of work for management classified peace officers of the Alpine County Sheriff's Department, as recognized below, provide the framework for this agreement between the Board of Supervisors of the County of Alpine and law enforcement management employees.

Law enforcement management employees and the designated representative of the Alpine County Board of Supervisors, have met and conferred in good faith regarding wages, hours, terms and conditions of employment of employees in the representation unit, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters of employment conditions and employer-employee relations of such employees. This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code §3500, et seq.).

**SECTION 2. RECOGNITION**

- A. Law enforcement management employees are the sole and exclusive representatives for the purpose of establishing wages, hours and other terms and conditions of employment in the classifications of positions set forth below. The Employee Relations Officer retains the right, after notice to and consultation with the bargaining unit representatives, to allocate new classifications or positions, delete eliminated classifications or positions and retain, reallocate or delete modified classifications or positions from the Unit in accordance with the Employer Employee Relations Resolution.
1. Undersheriff – Safety Management Range 53B
  2. Sheriff's Lieutenant – Safety Management Bear Valley Range 52
  3. Sheriff's Lieutenant – Safety Management Markleeville Range 51
- B. **Undersheriff.** Effective December 1, 2006, the classification of Undersheriff shall be designated as an FLSA exempt position within the County Position Allocation List.
- C. **Lieutenant.** Effective October 16, 2010, the classification of Lieutenant-Markleeville shall be designated as an FLSA exempt position within the County Position Allocation List. Effective August 1, 2011, the classification of Lieutenant-Bear Valley was designated as an FLSA exempt position within the County Position Allocation List.

**SECTION 3. PURPOSE**

The purpose of this comprehensive Memorandum of Understanding (MOU) is to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between the Board of Supervisors, the Sheriff and the management peace officers covered by the provisions of this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise from the provisions

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of this MOU; and to set forth the understanding reached between the parties as the result of good faith negotiations set forth herein.

**SECTION 4. COUNTY RIGHTS**

The County retains to itself solely, and without limitation, all rights, privileges, powers, and authority conferred upon the County by law, except as such rights, privileges, powers, and authority are expressly abridged by this Agreement. Such rights, privileges, powers, and authority shall include, but are not limited to, the following:

- To manage and direct its business and personnel;
- To manage, control and determine the mission of its departments, building facilities and operations;
- To create, change, combine or abolish jobs, departments and facilities, whole or in part;
- To establish the initial salary for newly created positions;
- To subcontract or discontinue work for economic or operational needs;
- To direct the work force;
- To increase or decrease the work force and determine the number of employees needed;
- To hire, transfer, promote, demote and maintain work standards, schedules of operations and reasonable work loads;
- Assign work and required overtime;
- Schedule working hours and shifts;
- To adopt rules of conduct and penalties for violation thereof;
- To determine the type and scope of work to be performed and the services to be provided;
- To determine the methods, process, means and places of providing services and to prepare for and operate in an emergency.

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 or refrain from acting.

**SECTION 5. MANAGEMENT EMPLOYEE RIGHTS**

**A. Use of County facilities.**

1. The management employees shall be allowed use of space on available bulletin boards for communications having to do with official business, such at times and places of meetings, provided such use does not interfere with the needs of the County.
2. County buildings and other facilities may be made available for use by management employees or their representatives in accordance with such administrative procedures, including applicable fees, as may be established by the Board's designee or department heads concerned.

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**B. Attendance at meetings by representatives.**

County employees who are official representatives or unit representatives of the management employees will be given reasonable time off with pay to attend meetings with County management representatives, or to be present at County hearings when requested by the County where the matters within the scope of representation or grievances are being considered, or when any member of the unit requests their presence pursuant to California Government Code §3303(h). The use of official time for this purpose shall be reasonable and will not interfere with the performance of County services as determined by the County. Such employee representatives will submit a request for excused absence to their respective department head, prior to the scheduled meeting whenever possible, unless such absence is due to the request by a member of this unit under the referenced Government Code section. Except by mutual agreement, and upon approval of the Sheriff, taking into account the operational needs of the Department, the number of employees excused for such purpose will not exceed two (2).

**C. Deduction for Association Dues**

The County will provide for a payroll deduction for Association dues. An authorization form must be signed by each individual employee authorizing a semi-monthly deduction for Association dues. The County will not be responsible for administering the Association dues program. The Association shall be allowed to modify the amount of the semi-monthly payroll deduction no more than once each fiscal year after the initial establishment of the dues amount. The County shall provide a semi-monthly check to the Association for the dues collected during the related payroll period. The County agrees to incur the administrative costs resulting from the deductions and reporting requirements.

**D. Indemnity and Refund**

The Association hereby indemnifies and agrees to defend and hold harmless the County against any claim made, and against any suit initiated against the County on account of withholding of Association dues. In addition the Association shall refund to the County any amounts paid to it in error upon presentation of supporting evidence.

**SECTION 6. NON-DISCRIMINATION**

There will be no discrimination in the implementation of this document because of race, color, religion, ancestry, national origin, age, sex, sexual preference, marital status, medical condition or physical disability which does not preclude the ability to perform a job description with reasonable accommodations, or legitimate organizational activities against any employee covered hereby; by the Law Enforcement Management Employees or the County, and to the extent prohibited by applicable state and federal law.

**SECTION 7. HOURS OF WORK AND WORK WEEK**

The provisions of this Section govern hours of work for all exempt and non-exempt employees. However, these provisions shall not interfere with the essential services of the department. The Sheriff will assign Sheriff's department personnel to daily work shifts required to meet the operational needs of the department.

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- A. **Standard work week.** The standard work week for all exempt and non-exempt employees will be forty (40) hours, ordinarily consisting of five (5) eight hours days for exempt employees; and four (4) ten hour days for non-exempt employees. The time of day for commencement of work for each management employee will be specified by the Sheriff. The Sheriff will assign Sheriff's department personnel to weekly shifts required to meet the operational requirements of the department.
- B. **Official work week.** The standard Official work week for all department personnel will begin at 12:01 a.m. on Monday and end at 12:01 a.m. on the following Monday.
- C. **Standard work day.** The standard work day for all exempt and non-exempt employees will begin at 12:01 a.m. and end at 12:01 a.m. the following day.

**SECTION 8. SALARY PROVISIONS**

**A. Salaries – General**

- 1. "Classification" is the range and step determined for each employee on the salary schedule. The salary ranges and their effective dates, for employees covered by this Memorandum of Understanding, are set forth in Attachment A, which is the approved and adopted Salary Schedule. All employees in this representation unit will receive the salary assigned to their classification, at their appropriate step, except those adjusted by specific action of the Board of Supervisors, as provided below, or those limited by "Y" rate, as specified in Alpine County Code, Chapter 2.88 (Personnel Rules and Regulations) establishing personnel rules and regulations. As of January 1, 2014 members shall be placed on the corresponding salary range and step within the Deputy Sheriff's Association Salary Schedule.
- 2. "Merit step" is a special "out-of-phase" merit increase based on outstanding performance. Any "out-of-step" merit increase will establish a new anniversary date for purpose of employee evaluation.
- 3. "Range" is the numerical designation of allowable compensation as shown in the salary schedule referred to as Attachment A.
- 4. "Step" is each of the five salary steps within each range as shown on the salary schedule referred to Attachment A.
- 5. Employees shall be paid five business days after the 15<sup>th</sup> and last day of the month. Payment will reflect the number of hours worked at the employee's hourly rate. It is the employee's responsibility to submit their timesheets at the end of each pay period and failure to do so may result in a delay in processing the employee's pay check.
- 6. Upon the ratification and adoption of this MOU, the base pay range shall be increased by 2.5%, retroactive to September 1, 2014.

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**SECTION 9. OVERTIME, STANDBY, CALL-OUT AND LONGEVITY**

**A. Overtime**

1. All members of the Association are exempt employees and are not entitled to overtime.
2. Exempt employee positions anticipate a minimum average work-week of forty (40) hours. The regular rate of pay is full compensation for all time that is required for an employee to perform the duties of the position. Hours of work in excess of the average minimum work-week are not compensated and will not be deemed overtime for which compensating time off is provided.
3. The Undersheriff will be entitled to ninety-six (96) hours of administrative leave per fiscal year. The full ninety-six (96) hours shall be credited to the Undersheriff on July 1 of each year. Such administrative leave shall not be carried over from one fiscal year to another and can not be cashed out if any remains unused by June 30 of each fiscal year. The use of administrative leave by the Undersheriff shall be reviewed as part of the annual evaluation process. Nothing herein is intended to limit or restrict the authority of the Sheriff to require the Undersheriff to perform overtime work. Employees hired after July 1 of each year shall have their administrative leave prorated in proportion to their hire date.

**B. Court time.** Should a non-exempt member make a court appearance pursuant to lawful subpoena for the purpose of testifying to facts, acts, or events that occurred in the scope of his or her employment with the Alpine County Sheriff's Department, and should his or her court appearance not commence and terminate entirely within his or her regular shift or extended shift, such member shall be entitled to credit for overtime as provided by the provisions of this agreement relating to call-out.

**C. Standby time.** Law Enforcement Management employees are not entitled to standby time.

**D. Bear Valley-Kirkwood Housing Differential.** Peace officers whose primary work location is at Bear Valley (one position only) and Kirkwood (maximum one position), and who reside in either of these two resort communities, will receive a total of four hundred dollars (\$400) per month, in addition to their compensation. The differential is not included in the salary base.

**E. Longevity Increase.** Longevity pay increases shall be based upon continuous service with the county in an allocated position and shall be calculated from the date an employee attains permanent status (anniversary date). Said increase shall become effective the first day of the twice monthly pay period following completion of the required period of service. A five percent (5%) longevity increase shall be granted to an employee who has completed five (5) years thereafter for a total of three (3) longevity step increases. Current employees who are at a higher longevity step (i.e., Longevity Step 4 or higher) will have their step grandfathered and remain at that step in the future.

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Future employees of the bargaining unit hired after the adoption of the August 7, 2007 MOU by the Board of Supervisors will not be eligible for longevity steps.

**SECTION 10. ANNUAL LEAVE PLAN**

**A. Vacation**

Employees shall be entitled to the vacation benefits specified as follows:

1. Calculation:

Years of service	Accrual – Days	Accrual –Hours
1	10	80
2	10	80
3	12	96
4	13	104
5	15	120
6	16	128
7	17	136
8	18	144
9	19	152
10	20	160

Pro-rata calculation. An employee who is on an approved modified schedule that reduces his or her working hours below full-time shall accrue vacation leave in the same proportion as that his or her working hours bear to the normal working hours of a full-time employee.

2. Maximum accrual. An employee may accrue a maximum of 240 hours of vacation time. Time in excess of 240 hours shall be converted to sick leave on an hour-for-hour basis. The County Auditor shall notify an employee when accrual has been exceeded. Employee shall have 60 days from such notification to reduce vacation accrual to less than 240 hours.

**B. Holidays**

1. County will pay for either eight (8) or ten (10) hour shifts worked on holidays dependent upon the employees work schedule. Holidays are defined herein.
2. Holidays observed in the County offices shall be as follows:

Independence Day	July 4
Labor Day	First Monday in September
California Admissions Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Last Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve (one-half day)	December 24
Christmas Day	December 25
New Year's Eve (one-half day)	December 31

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New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Abraham Lincoln Birthday	February 12
President's Day	Third Monday in February
Memorial Day	Last Monday in May

3. Employees will be given one day off for their birthday or on such other day as may be approved by the department head. All holidays will be celebrated on the same day as the State California, with the exception of any holidays that the State of California and the County of Alpine do not mutually observe.
4. Permanent part-time employees will be entitled to holidays in proportion to the hours they work in relation to a forty (40) hour work week.
5. When a holiday falls on Saturday, the preceding Friday and not that Saturday, will be deemed to be the paid holiday and when a holiday falls on Sunday, the following Monday will be deemed to be the paid holiday.

**C. Sick Leave**

1. **Accrual.** Every exempt employee and non-exempt full-time permanent and probationary employees will accrue eight (8) hours of sick leave with pay for each full calendar month of full-time service, which accumulation will commence with the first full month of employment.
  - a) Permanent and probationary part-time employees will accrue sick leave in the proportion that his or her working hours bear to a forty (40) hour work week.
2. **Limited accrual.** Employees may accrue up to two thousand and eighty (2,080) hours of sick leave. Under the provision of Section 10C8, sick leave shall have no cash out value.
3. **Conditions for granting of sick leave.** Sick leave will be granted in case of bona fide illness of the employee or his or her immediate family, or may be used for medical appointment of the employee and/or his or her immediate family only. When the requirement for sick leave is known to the employee in advance of his or her absence, the employee will request authorization for sick leave prior to the absence. In all instances, the employee will notify the Sheriff as promptly as possible by telephone or other means.
4. **Doctor's release.** When an employee returns to duty after a three (3) day absence chargeable to sick leave, the Sheriff or designee may require a signed statement from a doctor or dentist that the employee was incapacitated and unable to perform his or her duties through the entire period of sick leave. If the affidavit or statement is not filed, the employee is not entitled to be paid for sick leave unless the Sheriff and/or designee grants a waiver. An employee who is absent from duty due to an injury or illness rising out of and occurring in the course of County employment shall be requested to provide a doctor's release to work prior to returning to work. In case of frequent use of sick leave, or a pattern of sick leave abuse is suspected, an employee may be requested to file a Physician's Statement for each illness regardless of duration for a period not to exceed

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six (6) months. An employee may be required to take an examination by a physician mutually agreed to by the County, and or shall authorize consultation with his or her own physician concerning his or her illness. On the basis of authoritative medical advice, the Sheriff shall determine whether an employee is physically incapacitated for the duties of his or her position and may take the action he or she considers appropriate.

5. **Work related illness or injury.** Any employee compelled to be absent on account of injury or illness arising out of and occurring in the course of his or her County employment may elect, during such absence, to apply accrued sick leave on a prorated basis to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by him or her under the Worker's Compensation Act and his or her regular County pay, not to exceed the amount of his or her accrued sick leave. In like manner, he or she may elect to use any accrued vacation time and compensatory time off after his or her sick leave is exhausted.
- 6 **Disability program.** Any employee absent on account of injury or illness who is covered by a County-administered disability program may elect, during such absence, to apply accrued sick leave on a prorated basis to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by him or her under the disability program and his regular County pay, not to exceed the amount of his accrued vacation time and compensatory time off for overtime after his or her sick leave is exhausted.
- 7 **Illness while on scheduled 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 for which sick leave is claimed; or
  - b. Received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed; or
  - c. Presents verification of a bona fide illness to the satisfaction of the Sheriff; and
  - d. In all the above circumstances, has not submitted a written letter of resignation.
8. **Separation.** Upon retirement from the County, an employee may use one hundred percent (100%) of his/her accumulated sick leave toward retirement service credit. Retirement service credit, as used herein, means time to be added to years of service for retirement benefits calculations.

**SECTION 11. LEAVE OF ABSENCE**

**A. Leave of absence due to death**

1. Whenever any exempt or non-exempt employee is compelled to be absent from duty by reason of the death of the employee's father, mother, brother, sister, wife, husband, child, grandparent, grandchild, father-in-law or mother-in-law, he or she will be entitled to be absent with pay for not more than five (5) working



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days per calendar year and any time beyond the five (5) days may be charged to sick leave. This provision will apply to permanent and half-time or better employees, excepting temporary or seasonal employees. It is the duty of the Sheriff to strictly enforce the provision of this Section.

**B. Leave of absence without pay**

1. Employees will not be entitled to leave of absence as a matter of right, but only in accordance with the provisions of law and County rules and regulations. The granting of any leave of absence will be based on the presumption that the employee intends to return to work upon the expiration of the leave. An employee on leave of absence without pay will not be entitled to payment of the premiums for the dental, health or vision insurance, except that the County and the employee will share proportional cost of the County's share of the health insurance premiums based on the actual number of days worked in the month.
2. Leave of absence without pay may be granted to any exempt or non-exempt employee for any of the following reasons:
  - Illness or disability when sick leave has been exhausted;
  - For family leave;
  - To take a course of study that will increase his or her usefulness on return to the position;
  - For personal reasons acceptable to the Sheriff whose approval is required for non-exempt employees, and the Board of Supervisors in the case of exempt employee, and for any long-term leaves of absence.
3. Such leave of absence for a total not exceeding twenty (20) working days in any one (1) year period may be granted by the Sheriff for non-exempt employees and the Board of Supervisors in the case of exempt employees. Longer term leave of absence may be granted by the Board of Supervisors.
4. An employee on leave of absence may retain twenty-four (24) hours of sick leave. Employees may convert vacation and compensatory time off (CTO) to sick leave for leave of absence only.

**C. Military leave of absence.** All employees will be entitled to Military leave of absence and compensated as provided by the California Military and Veteran's Code as subsequently modified or added by state or federal law.

**D. Jury Duty.** All employees ordered to jury duty will be entitled to his or her regular County pay provided they deposit their fees for such services, exclusive of mileage, with the County Treasurer. If an employee is not due to appear for jury duty until an afternoon court session, he or she will be expected to work his or her usual morning schedule. If an employee is required to appear for morning court, he or she will be expected to work the reasonable remainder of his or her schedule, as determined by the Sheriff.

**E. Emergency leave.** It is the stated policy of Alpine County that all County offices should remain open and functioning in at least a minimal capacity during times of emergency so that County services may be provided to the public in time of need.

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Emergency leave may be granted to all or specified employees under the following circumstances:

1. During periods of natural disaster, such as fire, storm, or other phenomena, leave may be granted by the Sheriff, only when not detrimental to the requirements of the department to provide for the safety of the public. The Sheriff will be responsible for insuring that such leave is applied against each affected employee's vacation time or compensatory time off accruals.

When the Sheriff or his or her designated representative is not available to make the determination to grant emergency leave, the Officer in Charge is authorized to make such determination.

2. During such periods as the workplace is determined by the Chair of the Board of Supervisors, or in his or her absence, by another Board member or by the Sheriff, to be unsafe so as to threaten the health of employees and there is no reasonable alternative workplace, emergency leave may be granted which, under this circumstance, will not be charged against the employee.

Any employee who is absent from work due to sickness, vacation, or other absence, or who is absent from the workplace on County business (i.e., attending a meeting out of the area), will not be entitled to any compensation as a result of the situation at the workplace. Those employees absent from the workplace due to sickness, vacation or other authorized leave will have their absence charged against the appropriate category of their employee benefits.

- F. Family and Medical Leave Act (FMLA).** When an employee has utilized any combination of compensatory time off (CTO), vacation, sick leave, disability leave, and Family and Medical Leave Act (FMLA) leave, California Family Rights Act (CFRA) for a non-work related medical absence, which exceeds six calendar months, the County has the right to assess the impact of the continuing leave on the provision of County services as these types of leave are subsequently modified or added by state or federal law. The County can require a second medical opinion, at County's expense. A third medical opinion, at County's expense, may be utilized in case of a difference of opinion between the first two doctors. This assessment process may be implemented several times over the course of a particular case, depending on the extensions granted and the circumstances of the case. Should review by the County indicate that an extended absence would significantly impact County services, County may initiate implementation of the County long-term disability policy.

**G. Gifting of accumulated leave**

The Catastrophic leave program is designed to allow employees to help other employees who themselves or their immediate family, have a medical condition which will require an employee to be on unpaid leave for at least one month.

1. **Conditions for donating leave.** Employees are subject to the following conditions:

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- a. Employees will be able to donate annual time not to exceed 40 hours.
- b. All donations will be voluntary and are irrevocable.
- c. The Auditor's office shall convert donated time to the eligible employee's sick leave accumulation on an hour for hour basis, not to exceed twelve (12) weeks total.
- d. Only permanent employees are eligible to donate or receive gifts of accumulated leave.

2. **Procedure.** The procedure for catastrophic leave is as follows:

- a. Upon receipt of a valid request for donations from an employee entitled to accumulate sick leave (eligible employee), the department head will post a notice of the eligible employee's need for donations of leave on bulletin boards accessible to employees. Confidential medical information will not be included on this notice.
- b. Employees wishing to donate time must fill out a written request stating:
  - Donating employee's name, social security number, and department name;
  - The name and department of the eligible employee to whom the time is being donated;
  - The number of hours the employee wishes to donate and whether they are compensatory time or vacation time hours; and
  - The request must be signed by the employee, authorizing the transfer of donated time to the eligible employee.
- c. Upon receipt of the request, the Auditor's office shall confirm that the employee has accrued enough time to satisfy the donation obligation.

**H. Absence without leave**

1. Failure to report for duty or failure to report for duty after leave of absence request has been disapproved, revoked or cancelled by the Sheriff or the Board of Supervisors, will be considered absence without leave.
2. Absence from duty without leave for any length of time without satisfactory explanation is cause for dismissal. Absence without leave for five (5) or more successive days will be deemed a tender of resignation.

**SECTION 12. PROBATIONARY PERIOD**

Persons entering County service as peace officers in the Alpine County Sheriff's Department will be required to serve a probationary period of one (1) year from the date of employment. A one-year probationary period is required by Peace Officer's Standards and Training (POST) for the reason that adequate evaluation of a person as a peace officer requires more than six (6) months. Upon successful completion of the probationary period, an employee will be considered for permanent status.

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**A. Probationary period**

1. The probationary period will be the final phase of the examination process. It will be used by the Sheriff for the effective adjustment of the new employee and for the termination of any probationary employee whose performance does not meet the required standard of work, except that promoted employees will be returned to their pre-promotion status.
2. All appointments from eligibility lists for original entrance or promotion will be subject to the probationary period of twelve (12) months.
3. The probationary period will be from the date of appointment until approval of permanent status and will not include time served as provisional, reserve, temporary or emergency appointees, not time off during suspension or leave without pay.
4. A probationary employee who is laid off during the probationary period, in the event of re-employment in the same position, will be required to complete only the balance of the one-year probationary period required for peace officer.
5. The permanent status of the probationary employee will begin on the day following the end of the probationary period, which may differ from the anniversary date set for that employee.

**B. Promotion, Reclassification, Reallocation**

1. When a current employee is reclassified or promoted to a class which is at least one range higher than his or her current class, he or she will be entitled to at least a one-step salary increase above his or her current rate. Should the promotion occur concurrently with the employee's eligibility for an anniversary step increase, the anniversary step increase will be included in the base salary before promotion.
2. An employee whose position is reallocated to a lower salary range through no fault of his or her own continues to receive his or her current salary. Anniversary salary increases are not paid until such time as the employee's scheduled step increases exceed the incumbent's current salary.

**C. Anniversary date**

1. Anniversary date is the period of each year of employment at which an employee is eligible for a step raise. Although employees in this representation unit serve a one (1) year probationary period, they are eligible for consideration for an anniversary step increase upon completion of the initial six (6) months of their probationary period. The anniversary date will be set as the first day of the pay period after which the probationary period is completed.
2. A permanent employee will be eligible for consideration for an anniversary step raise on the date of his or her anniversary.

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3. Probationary step raises will be handled in conformance with the provisions of this Memorandum of Understanding concerning probationary periods. Subsequently, anniversary step increases will be handled in accordance with the following procedure:

The Sheriff will make a written evaluation of an employee's job performance within one (1) month prior to the affected employee's anniversary date. The Sheriff may, at this time, take the following action, based on the employee's evaluation:

- (a) Recommend that the anniversary step increase be granted.
  - (b) Recommend that no anniversary step increase be granted because the employee's work does not come up to standard to warrant the increase.
4. If approved, the step adjustment will become effective on the employee's anniversary date.
5. If disapproved, the employee and the Sheriff will be notified of the disapproval and given the reason for the disapproval.
6. If the employee's classification is changed and a raise is given, then the employee's new anniversary date will be set at the first day of the next pay period.
7. A promoted employee is not eligible for probationary step raise until the completion of probation.

**SECTION 13. EVALUATION**

**A. Performance Evaluations**

1. Performance appraisals are a means of determining such job characteristics as adjustment to employment conditions, integration in the work force, job learning progress, attendance, and any other feature of the individual's job that is significant to the employee's retention, decision-making, and the prospects of job success.
2. Subsequent to completion of the probationary period, the Sheriff or his or her designee will provide a performance evaluation for each employee annually, at the time of the employee's anniversary date. Such written evaluation shall be completed one month prior to the employee's anniversary date.
3. The Sheriff or his or her designee, shall be responsible for ensuring that an employee's completed evaluation and/or other appropriate documentation, is received by the Administration office prior to any proposed personnel action relating to the performance appraisal, including but not limited to, step advancement, demotion or termination.

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4. The Sheriff shall use the official evaluation form provided by the County. Use of said form does not prohibit department heads from supplementing the standardized form with additional written comments or other relative information pertinent to evaluation of the employee's performance.
5. Timely evaluations are the responsibility of the Sheriff or his or her designee. If timely evaluations are not provided, any proposed salary increase shall be prospective only.

**B. Probationary evaluation.**

1. Probationary employees will be given probationary evaluations by the Sheriff at the third (3<sup>rd</sup>), sixth (6<sup>th</sup>) and eleventh (11<sup>th</sup>) months of the probationary period. The Sheriff will notify the employee in writing prior to the end of the probationary period as to whether or not the employee is to receive permanent status. The Sheriff can, at his or her discretion, terminate the employee any time during the probationary period upon filing of a written statement to that effect with the Board's designee and the affected employee.
2. A probationary period may be extended for a period not to exceed three (3) months when, due to verifiable circumstances, it is not possible to make an adequate evaluation of the employee's performance during the probationary period. Any such extension will not affect the employee's rights to benefits provided under this document.

**C. Evaluation Process.** Evaluations are intended to be participatory in nature involving the employee's input as much as the department head's. Any evaluation, when completed, shall be reviewed with the employee by the department head during the employee's working hours, without loss of pay or benefits to the employee.

1. No written evaluation shall be placed in any employee's personnel file, or other County record, until the evaluation has been reviewed with the appraised employee. Both the Sheriff and the employee shall affix to the form their signatures and the date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser. The appraiser shall not add material to the appraisal after the employee and the appraiser have signed the appraisal form.
2. Any employee who wishes to respond to his/her evaluation may, during the employee's working hours, make such a written response within fifteen (15) calendar days after receiving said evaluation. The response shall be presented to the Sheriff and included in the employee's personnel file. Both the Sheriff or his or her designee and the employee shall affix to such written response their signatures and the date upon which the Sheriff receives such written response.
3. Performance evaluations shall not be subject to the appeal or grievance procedures.

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**SECTION 14. INSURANCE**

**A. General terms and conditions.**

1. County will provide medical, dental and vision plans for participation by County employees and their qualifying dependents as outlined in this Section. The actual benefits available under the medical plan, the dental plan, and the vision plan for County employees and their dependents will be as described in the benefits booklet and master plan document for each type of plan and will apply to all qualifying participants, except that the benefits for employees and their dependents who qualify for Medicare will be described in the benefits booklet and master plan document for Medicare supplemental coverage. The level of benefits for retired employees under the medical plan will be the same as is provided for active employees.
2. For purposes of the medical plan, County employees shall be defined as all active employees working half-time or better, elected officials, and all retired employees. Dependents are specifically defined in the medical, dental and vision plans.
3. Employees and their dependents will be eligible for medical insurance coverage at the time and upon the conditions specified in the medical health insurance plan. Employees and their dependents will not be eligible for dental and vision benefits until the employee has been employed for six months, unless such coverage is inclusive within the plan document. Seasonal and temporary employees and their dependents are not eligible for medical, dental or vision benefits. Intra-county transfers of employment will not affect the employee's eligibility for benefits.
4. As described in this section, the Plan Year will mean July 1 –June 30 of each year.
5. As described in this section, actual costs will mean the actual monies expended for insurance plan costs as provided by the Alpine County Auditor's Office for each Plan Year.
6. State or federal law, enacted subsequent to this agreement, which provides relief from the fiscal obligations of the parties under this agreement, without detriment to the participants, will supersede those provisions. The parties will meet and confer to resolve any issues which arise from subsequent state and federal law regarding health care.
7. County and the management employees will endeavor to work cooperatively to monitor medical, dental and vision insurance alternatives to efficiently and effectively manage these plans. To this end the parties agree to establish a health committee comprised of representatives from each employee group, including the Alpine County Law Enforcement Management Employees Association for ongoing efforts in this area.

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**B. CSAC Health Care Plan.** The County shall pursue enrollment in the California State Association of Counties (CSAC) health benefits plan, through the Special District Risk Management Authority (SDRMA).

**C. Maximum contribution – cost sharing.** The current contribution by the County to the SDRMA Platinum PPO Plan health insurance policy (which includes medical, dental and vision) as of January 1, 2014 is as follows:

\$ 740.70 monthly cap:	Single
\$1284.58 monthly cap:	Employee + 1
\$1751.45 monthly cap	Family

At such time as comprehensive medical, dental and vision insurance plan premium increases exceed the monthly cap(s) referenced above, the County agrees to fund up to fifty percent (50%) of the additional costs of said premium increase. The remaining fifty percent (50%) shall be paid by the employee by automatic payroll deduction. Retirees covered under the provisions of this agreement shall be subject to the same pro rata cost sharing formula, except as set forth below.

The parties agree that the medical plan shall be made available to County employees and, where applicable, their dependents. Retirees and their dependents shall not be eligible for vision benefits, unless such coverage is available at no additional cost to the County and is mutually agreed to by the County and Union.

**D. Eligibility for post-retirement benefits.**

1. Peace officers hired **after December 19, 2000** must have twenty (20) years of continuous full-time service with Alpine County as defined by PERS to be eligible for medical and dental benefits at retirement. Peace officers employed after December 19, 2000 must retire from Alpine County at the age of fifty (50) or greater to be eligible for post retirement medical and dental benefits. Said medical and dental benefits are provided for the employee only. Upon reaching the age of eligibility for Medicare, the County will provide a Medicare Supplement of its choosing for the continued coverage of eligible retirees under this section.
2. Peace officers hired prior to **December 19, 2000**, which have spouses surviving a retired employee will be entitled to continuation of the medical insurance plan coverage unless and until they are otherwise entitled to primary coverage under another insurance plan, other than Medicare. Said continuing County coverage will be secondary to Medicare coverage, whenever the survivor is eligible. Medical and dental insurance plan coverage will not extend to a new spouse should the surviving spouse remarry.

**E. Cost sharing: post-retirement benefits.**



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1. Pre and Post 1995 eligible retirees and/or spouses are required to enroll in Medicare Part A and Part B.
  2. Pre and Post 1995 eligible retirees and/or spouses will be converted to a Medicare Supplement Plan of their choice.
  3. Eligible retirees and/or spouses can choose the AARP Medicare Supplement of their choice.
  4. County will provide a maximum contribution of Three Hundred Dollars (\$300) per month per eligible participant upon conversion to AARP Medicare Supplement Plan coverage.
  5. Eligible retirees and/or spouses choosing AARP Medicare Supplement Plans that exceed the maximum contribution will be responsible for paying the difference directly to AARP.
  6. Retirees that are not eligible for Medicare shall be included in the County employee health insurance plan with cost sharing the same as with active employees.
- F. **Long-Term Disability Policy.** Effective as of the date of MOU ratification by the Board of Supervisors, County will pay for a long-term disability insurance plan for peace officers in an amount not to exceed one percent (1%) of base salary per year. Plan benefits will be based on the example plan submitted by ACSOA (California Law Enforcement Union's Individual Salary Protection Plan, dated 03/94). The Officers will identify the Plan and the County shall pay the insurance. Upon ratification and adoption of this MOU, the County shall take the steps necessary to remove Association members from the State Disability Insurance program. This action is being taken at the request of the Association due to the availability of the long term disability plan
- G. **Physical standards – requirement for.** Physical standards for safety officer unit positions are accepted and will be adopted by the Board of Supervisors as a modification of County job descriptions for all peace officer positions. Job descriptions are attached hereto as Exhibit B.

**SECTION 15. RETIREMENT**

- A. By separate ordinance adopted by the Board of Supervisors on or after March 20, 2000, employees of this unit will participate in the PERS County Peace Officers three percent at fifty (3% @ 50) full formula retirement plan.
- B. Effective upon the second pay period after ratification and adoption of this MOU, employees shall begin paying 4% of the employee's share of the PERS retirement for a total of 4%. The County shall ensure that the entire 4% shall be deducted in compliance with IRS Code Section 414(h)(2) making such deductions tax free.
- C. Effective the first pay period in July, 2012, employees shall begin paying an additional 5% of the employee's share of the PERS retirement for a total of 9%. The County shall ensure that the entire 9% shall be deducted in compliance with IRS Code Section 414(h)(2) making such deductions tax free
- B. The PERS plan for all employees includes the following options:
1. Sec. 20024 = One-year highest final compensation;

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2. Sec. 20965 = Credit for unused sick leave;
  3. Sec. 21264 and 21626 = Post-Retirement Survivor Allowance;
  4. Sec. 21427 = Improved non-industrial disability allowance;
  5. Sec. 21572 = Increased level of 1959 Survivor Benefits.
  6. Sec. 21024 = Military Service Credit as public service
- C. The County of Alpine has implemented the provisions of Section 414(h) (2) of the Internal Revenue Code (IRC) on behalf of employees covered under the terms of this Agreement.

**SECTION 16. CLOTHING AND EQUIPMENT**

- A. **Uniform allowance.** All uniformed employees in the Sheriff's Department shall receive a uniform allowance in the sum of Seven Hundred Fifty Dollars (\$750) annually, payable at the rate of one hundred eighty-seven dollars and 50/100 (\$187.50) per quarter and paid at the completion of each quarter worked.
- B. **Safety equipment.** County will furnish that safety equipment as required by law to peace officers employed by Alpine County. All equipment entrusted to an employee in this unit will be maintained by the employee in a reasonable and prudent manner. Such equipment will include, at a minimum:

Body armor	Handcuffs – Handcuff case
Ammunition	Gun
Sam Browne Belt	Flashlight and batteries
Raincoat	

The Sheriff may conduct inspections of clothing and equipment at any reasonable time to verify condition and appropriateness.

- C. **Cellular telephones and broadband access.**
1. County will provide a cellular telephone allowance of \$50 per month for the Lieutenants for using their personal cellular telephone on official County business.
  2. County will provide the Undersheriff with a \$100 per month cellular telephone and mobile broadband internet access allowance for the use of personal equipment on official County business.

**SECTION 17. RECORDS**

- A. **Attendance Records.** It is the responsibility of the Sheriff to keep reasonable and adequate records of attendance, annual leave time accrued, and other authorized and unauthorized leave on departmental employees and the Sheriff is required to submit said records on a monthly basis to the County Auditor. Exempt employees are not required to keep daily time sheets except for time reimbursed under a grant program.
- B. **Personnel Records.** Peace officer personnel files will be maintained by the Alpine County Sheriff in a secure and locked file cabinet and will contain a copy of the class specifications, the original application for employment, any critical history records,

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performance evaluations, and any other pertinent information relating to the employee's position. Access to and additions to said records will be in accordance with the rules and regulations of Alpine County Code, Chapter 2.88, and with law. These records will be open for inspection at any time without notice by the County Administrative Officer, County Counsel or their designee.

**SECTION 18. POST INCENTIVES**

Sheriff's Management employees will receive a P.O.S.T. Advanced Certificate incentive of five percent (5%) and a P.O.S.T. Supervisory Certificate or a Certificate of Completion of the Supervisory Course incentive of five percent (5%); not to exceed a maximum P.O.S.T. Incentive Pay of ten percent (10%). This change will be effective the pay period of October 16- 31, 2010. In addition, an employee will be considered for tuition reimbursement for job related education courses when in the best interest of the County and recommended by the Sheriff and approved by the Board of Supervisors. Effective January 1, 2014 sheriff's Management employees will be eligible to receive a five percent (5%) incentive for a P.O.S.T. Management Certificate.

**SECTION 19. DISCIPLINE**

- A. **Sheriff Responsibility.** The Sheriff is responsible for maintaining the proper conduct and performance of his or her department. An employee who has permanent status, except as otherwise provided herein, may be disciplined by the Sheriff for reasonable cause only. In all cases of disciplinary action, except oral reprimand, which is not considered to be discipline, the Sheriff will prepare a notice in writing stating specifically the requirements as outlined in Section E of this section.
- B. **Definition.** As used herein, "disciplinary action" or "action" means written reprimand, which includes written references which appear in the employee's personnel file; reduction in rank or pay step; suspension; demotion; or termination. The Sheriff is authorized to implement emergency suspensions.
- C. **Reasons for disciplinary action.** The following reasons will be deemed sufficient for dismissal, suspension, demotion or reduction in salary, provided that such action will be limited to these reasons:
1. Fraud in securing employment;
  2. Incompetence;
  3. Inexcusable neglect of duty;
  4. Insubordination;
  5. Dishonesty, untruthfulness;
  6. Possession, consumption, or use of, or being under the influence of, alcohol or illegal drugs while on duty, on department business, on department premises, in department vehicles, or at range facilities, unless authorized under a specific department assignment;
  7. Manufacture, possession, sale or use of illegal controlled substances, or abuse of legal controlled substances;
  8. Inexcusable absence without leave;
  9. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
  10. Inexcusable discourteous treatment of the public while on duty;

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11. Inexcusable discourteous treatment of other officers or employees of the County while either or both parties are on duty;
12. Failure to abide by the following rules, regulations, policies and procedures, established by the County and presently enforced:
  - Employment Contract
  - Department Manual
  - Personnel Rules and Regulations
  - Sexual Harassment Policy
  - Drug and Alcohol-Free Workplace Policy
  - Equal Employment Opportunity Policy.
13. Willful disobedience of an order or direction given by a superior;
14. Unlawful physical altercation while on duty;
15. Theft;
16. Refusal or inability to perform assigned duties within the scope of the classification assignment which results in performance lower than that which is typically required of a similar employee in a similar position;
17. Engaging in off-duty employment, including self-employment, where such employment would result in a conflict of interest;
18. Any act of conduct that is discriminatory toward another person's race, color, national origin, age, sex, sexual orientation, or religious beliefs;
19. Misuse or malicious damage of County property;
20. Failure to perform work in accordance with accepted County or state job safety requirements;
21. Improper political activity, political activity of any nature while on duty or in uniform.

**D. Disciplinary Action Documentation**

The Department will employ the use of the following forms when dealing with counseling and disciplining employees:

1. Counseling Memo. A written memo used by the Sheriff to notify personnel that a specific behavior is unacceptable and could result in disciplinary action if continued. The counseling memo is retained in the employee's personnel file but does not constitute disciplinary action or a reprimand. It is simply used to document, in writing, a counseling session held between management and an employee.
2. Notice of Disciplinary Action: A written memo used to document disciplinary action following the completion of a pre-disciplinary hearing. The *Notice of Disciplinary Action* may serve to document a written reprimand, suspension, demotion in step or rank, termination, or any other form of disciplinary action. The Notice of Disciplinary Action is kept in the employee's personnel file and will remain there until such time as the employee successfully petitions the Sheriff for its removal.

**E. Disciplinary Action Procedures**

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The following procedure is hereby established for disciplinary action taken by the Sheriff against employees under this Memorandum of Understanding. Timeframes for response by the officer will be suspended for periods during which the officer is physically unable to respond, as determined by a physician in writing.

1. Emergency Suspension. Notwithstanding anything to the contrary, an employee against whom disciplinary action is taken may be immediately suspended, with pay, upon verbal notification pending a notice of intended disciplinary action and a pre-disciplinary hearing.
2. Initial Notice of Intended Disciplinary Action. Prior to the proposed imposition of disciplinary action, excluding written reprimands, the Sheriff shall give written notice to the employee. This written notice of intended disciplinary action shall be personally delivered to the employee or sent to the employee by certified mail. The contents of the written notice shall include, but need not be limited to, the following:
  - (a) A statement in ordinary and concise language outlining in detail the specific violations of Department rules, regulations, ordinances, policies, or any state or federal law that the employee is alleged to have violated.
  - (b) The contemplated disciplinary action and the reason(s) for that specific action.
  - (c) Copies of all materials pertaining to the charges including, but not limited to, tape recordings, reports, memorandums, transcripts, witness statements, and all other available materials and evidence.
  - (d) Notice that the employee may request a pre-disciplinary hearing within fourteen (14) calendar days of delivery or mailing of the intended disciplinary action notice. Such request must be made in writing, addressed to the Sheriff. The pre-disciplinary hearing may be waived by the employee, either by written waiver or by failure to submit the written request for pre-disciplinary hearing within the time allowed.
  - (e) A complete statement of the employee's rights and responsibilities as they pertain to the Disciplinary Action and Appeals Procedure.
3. Request for Pre-Disciplinary Hearing. Within fourteen (14) calendar days from service of the notice of intent to discipline, the employee must request a pre-disciplinary hearing. The employee has the right to be represented by another representative of his or her choice in all stages of the Disciplinary Action and Appeals procedures. The pre-disciplinary hearing shall be before the Sheriff, or his or her designee.
4. Final Notice of Disciplinary Action. Within fourteen (14) calendar days following the pre-disciplinary hearing, if disciplinary action is still contemplated, the Sheriff shall serve upon the employee a Notice of Disciplinary Action indicating his or her intention to proceed with disciplinary action. Such notice shall include any amendments to pre-disciplinary hearing.
5. Administrative Appeals Process. All members of the sheriff's management unit, having successfully completed the applicable probationary period, shall have the right to appeal any form of punitive or disciplinary action affecting compensation

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and pay of the employee, including but not limited to, termination, demotion, suspension, and written reprimands. All time requirements in this section are subject to modification or waiver by mutual consent of the parties.

(a) Request for Administrative Review:

Within fourteen (14) calendar days of being served with the Notice of Disciplinary Action, the employee shall submit to the Sheriff a written request for an administrative review of the disciplinary action. Failure by the employee to submit to the Sheriff a written request for review of the disciplinary action within fourteen (14) calendar days shall constitute a waiver of the employee's right of an administrative appeal.

Upon receipt of the employee's written request for administrative review the Sheriff and the employee shall, within fourteen (14) calendar days, select a mutually agreeable State Mediator through the State Mediation and Conciliation Service from a list of three mediators. In the event the parties are unable to agree on a Mediator within the time stated, the parties shall each have the right to disqualify one of the three mediators.

The parties agree that a review conducted by a State Mediator shall be conducted as follows:

- The meeting may, at the request of the employee, be held in public. The State Mediator shall designate the time, place, and date of the meeting. The meeting shall be held as soon as possible, but no later than thirty (30) days after the selection of the State Mediator.
- Meeting shall be conducted informally, but shall provide reasonable opportunity for the presentation of evidence and argument by the parties. A tape-recorded stenographic record shall be kept of the meeting. The State Mediator shall have the ability to subpoena witnesses and administer the oath to witnesses.
- The Sheriff shall make available for testimony, without loss of pay or benefits, any employee whose appearance is requested. The burden of proof in the meeting shall be on the Sheriff. The State Mediator shall have the sole discretion and exclusive authority to determine the materiality and relevancy of the evidence presented. All evidence and arguments considered shall be introduced prior to the close of the meeting.
- If mediation of the dispute is unsuccessful the Mediator shall provide a written recommendation on the disciplinary action that shall be rendered within seven (7) working days or as soon as possible after conclusion of the meeting. The State Mediator shall

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deliver copies of the recommendation to the parties' representatives. The cost of the State Mediator and meeting—related expenses, if any, shall be shared equally between the parties.

(b) Appeal to Board of Supervisors

- If either the Sheriff or the employee is dissatisfied with the recommendation of the State Mediator a written appeal to the Board of Supervisors may be filed with the County Clerk within five (5) working days after receipt of the State Mediator's recommendation. The Board of Supervisors shall review the appeal and the State Mediator's recommendation in closed session.
- After the review the Board may, upon the request of two (2) of its members elect to hear the appeal. If no such request is made, the recommendation of the State Mediator will be implemented. If the appeal is heard, the hearing before the Board shall be conducted using the administrative review procedures utilized by the State Mediator - as set forth above.

**SECTION 20. GRIEVANCE**

- A. Definition.** A grievance is a claimed violation, misinterpretation, inequitable application or non-application with provisions of this Memorandum of Understanding. A grievance is not appropriate remedy to disciplinary action.
- B. Grievance Procedure.** Within seven (7) calendar days of the event giving rise to the grievance, it shall be submitted to the Sheriff for disposition. The decision of the Sheriff concerning the grievance shall be provided to the grievant in writing and shall be final subject to review and concurrence by the Board of Supervisors. Prior to the issuance of a final decision the grievant may request mediation by a qualified professional from State Mediation and Conciliation Service.

**SECTION 21. PEACEFUL PERFORMANCE**

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of Alpine County. Sheriff's management employees agree that under no circumstances during the term of this agreement will the sheriff's management employees recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, work stoppage, in any office or department of the County, nor curtail any work or restrict any production, or interfere with any operation of the County. Out of uniform and off-duty members may picket in peaceful manner.

**SECTION 22. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

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Alpine County, a political subdivision of the State of California, is an equal opportunity employer and is committed to an active Equal Employment Opportunity Program.

The objective of the Equal Opportunity Program is to ensure non-discrimination in employment and whenever possible to actively recruit and include for consideration for employment minorities, women and persons with disabilities.

It is the stated policy of Alpine County that all employees and applicants will receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age, sex, sexual preference, marital status, and medical condition or physical disability which does not preclude the employee or the applicant's ability to perform the job as defined in the job description with reasonable accommodations.

All recruitment, hiring, placements, transfers and promotions will be on the basis of individual skills, knowledge and abilities, and the feasibility of any necessary job accommodation.

All other personnel actions such as compensation, benefits, layoffs, terminations and training are also administered without discrimination and under the above criteria.

**SECTION 23. SEVERABILITY**

In the event that any provision of the Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal and unenforceable, that provision of the Memorandum of Understanding will be null and void, but such nullification will not effect any other provision of this Memorandum of Understanding, all of which other provisions will remain in full force and effect.

**SECTION 24. ENTIRE MEMORANDUM OF UNDERSTANDING**

- A. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the County, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.
- B. Notwithstanding the provisions of Section 1, there exists within the County certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or County ordinances, they shall continue subject to being changed by the County in accordance with the exercise of County rights under this Agreement and applicable State law.

**SECTION 25. WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT**

Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by



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this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum.

**SECTION 26. EMERGENCY WAIVER PROVISION**

The County retains its right to amend, modify or rescind Minute Orders, Resolutions, Ordinances, policies, Personnel Rules and Regulations, and provisions of this Memorandum of Understanding in cases of emergency, for the duration of the emergency. For the purposes of this section an "Emergency" is defined as an act of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances.

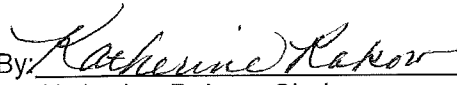
**SECTION 27. TERM OF MEMORANDUM OF UNDERSTANDING**

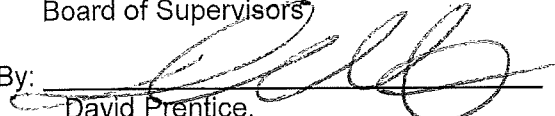
The term of this Memorandum of Understanding shall commence on July 1, 2014 and shall continue in full force and effect through September 30, 2014. However, either party may reopen this contract for the limited and express purpose of negotiating issues of changes in compensation, benefits or retiree benefits, which are or may be discussed in any strategic planning or policy discussion, including changes to SECTION 16 of this agreement.

**SECTION 28. RATIFICATION AND EXECUTION**

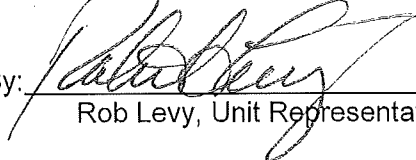
The County and the Sheriff's Management Employees acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the Board of Supervisors for the County of Alpine. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and the Sheriff's Management Employees and entered into this 17<sup>th</sup> day of March 2014.

**COUNTY OF ALPINE**

By:   
Katherine Rakow, Chair  
Board of Supervisors

By:   
David Prentice,  
Alpine County Counsel/Negotiator

**Law Enforcement Management  
Employees Association**

By:   
Rob Levy, Unit Representative