

**COUNTY OF MENDOCINO  
and  
MENDOCINO COUNTY MANAGEMENT  
ASSOCIATION**



**MEMORANDUM  
Of  
UNDERSTANDING**

**October 1, 2006 – September 30, 2009**

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## **PREAMBLE**

**THIS MEMORANDUM OF UNDERSTANDING, hereafter referred to as the "Memorandum of Understanding", "MOU" or "Agreement" is entered into by the Mendocino County Board of Supervisors, hereafter referred to as "the County", and the Mendocino County Management Association, hereafter referred to as "the Management Association".**

**Modifications to existing wages, hours and conditions of employment set forth below have been agreed to by the signatories to this Memorandum of Understanding for implementation for all employees represented by the Management Association. This Memorandum of Understanding shall remain in full force and effect upon the ratification by members of the Association and approval of the County Board of Supervisors.**

RESOLUTION NUMBER 07-064A  
RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS CONCERNING  
RATIFICATION OF AGREEMENT WITH MENDOCINO COUNTY  
and  
MENDOCINO COUNTY MANAGEMENT ASSOCIATION

WHEREAS, all classifications of employees included in the Management Association Unit, are designated by the Board by Resolution Number 76-4 as amended by Resolutions 76-137, 76-315, 76-356, 76-404 and 76-455.

WHEREAS, the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq) requires that the County meet and confer with employee representatives for the purpose of establishing wage and benefit agreements; and

WHEREAS, representatives of the County Board of Supervisors have met and conferred with representatives of the Mendocino County Management Association; and

WHEREAS, the parties have agreed to a Memorandum of Understanding covering salaries and other economic and non-economic benefits which terms and conditions are contained in the provisions which follow:

NOW, THEREFORE, BE IT **RESOLVED, that on this 3rd day of April, 2007**, the Board of Supervisors of Mendocino County formally ratifies the Memorandum of Understanding, signed by representatives of the Board of Supervisors and by representatives of the Mendocino County Management Association.

**1. RECOGNITION**

1.1 Recognized Employee Organization

The County recognizes the Management Association as the recognized employee organization representing those classifications listed in Exhibit A; as added to, or subtracted from by formal action of the Board of Supervisors creating or abolishing classifications.

1.2 Management Association Classifications

Those classifications which consist of non-confidential employees who meet the following criteria for management employees shall be assigned to the Association:

- A. Any merit employee having significant responsibilities for formulating and administering County policies and programs,
- B. Any merit employee having authority to exercise independent judgment and effectively recommend the hiring, transferring, suspending, promoting, discharging, assigning, rewarding, or disciplining of other employees, or having the responsibility to direct them or adjust their grievances.

- 1.3 Assignment of Management Unit Classifications  
Before any position is assigned to the Association, a salary survey and proposed specification will be submitted to the Management Association for review.

## **2. NO DISCRIMINATION**

The County and the Management Association agree that there shall be no discrimination because of race, color, religious creed, national origin, gender, disability, sexual orientation, or legitimate union activity against any employee.

## **3. ASSOCIATION SECURITY**

- 3.1 Notice of Recognized Association  
The County shall provide a written notice to persons newly employed in the Unit that the Management Association is the exclusive bargaining representative for the employee's unit and classification; and the County shall also provide a current copy of the MOU to be supplied by the Management Association.

## **4. PROBATIONARY PERIODS and EVALUATIONS**

- 4.1 Probationary Period
- A. New Hires and Promotional Employees  
There shall be a twelve (12) month probationary period for all employees who are newly hired or promoted into a classification represented by the Management Association.
  - B. Lateral Transfers  
There shall be a six (6) month probationary period for all employees laterally transferring between departments within classifications designated or represented by the Association.
- 4.2 Evaluations  
There shall be, at a minimum, a five (5) month and eleven (11) month review and evaluation. Additional evaluations may occur.

## **5. COMPENSATION**

- 5.1 Salary
- 5.1.1 Salary Ranges  
The salary ranges for all employees in the Management Unit are set forth in Exhibit B which is attached hereto and incorporated into this MOU. Such ranges are updated in accordance with Section 6, Salary Adjustments.

5.2 Minimum Starting Salary

Except as provided in other sections of this MOU, the starting salary for a new employee in a Management Association classification shall be the minimum salary for the class to which the employee is appointed. In accordance with the County Salary Code the County CEO may approve a starting salary which is more than the minimum salary for the classification to which the employee is appointed.

5.3 Salary Anniversary Date Adjustment

Regular and probationary employees serving in established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary range for their respective classes. The criterion for advancement from one step to the next is a satisfactory performance evaluation.

Each employee shall be considered for salary step increases according to the date of that employee's appointment, or his/her revised salary anniversary date.

5.4. Classification Salary Range Increase

In the event 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 step held in the previous range. Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

5.5 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving salary equal to, or greater than, the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is at least five percent (5%) above the rate the employee has been receiving, except that the next step shall not exceed the maximum salary of the higher class.

Employees who voluntarily take a demotion shall receive the same salary compensation set in the County Code for employees taking an involuntary demotion.

5.6 Salary on Transfer

An employee who is transferred to a position in a class with the same starting salary shall be paid at his/her present rate, or at the next higher rate in case there is not exact conformity between the two (2) corresponding rates in the salary ranges of the classes.

5.7 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, the employee's salary shall not be higher than his/her salary at the time of his/her separation unless there has been an increase within the salary range.

5.8 Performance Based Increase Program

A performance based longevity increase in salary shall be applied to Management Association members on the following basis:

Performance Based Longevity Increase: an employee shall become eligible for a longevity based merit increase after serving five (5) years at 5<sup>th</sup>-Step or five (5) years at a flat salary. The increase shall be granted to an employee receiving "Above Standard" or better on their annual evaluation. Should the appointing authority fail to provide an annual evaluation, an employee may request, in writing, a performance based increase from the Human Resources Director (with a copy to the Board) who without evidence to the contrary shall consider the performance to be "Above Standard" or better and the Human Resources Director shall grant the increase.

Should an employee fail to maintain "Above Standard" or better overall ratings on any subsequent annual evaluation, s/he shall no longer receive the performance based increase.

An employee who is receiving a performance based longevity increase and is reclassified or the salary adjusted to extend the base salary range, shall establish a new eligibility date for receiving the performance based longevity increase (five years from that date of the new 5<sup>th</sup>-Step. This section shall not apply when adjustment in range is due to an equity adjustment.

An employee who is receiving a performance based Longevity Increase who takes a lateral transfer shall not continue to receive the increase but shall become eligible upon the first annual evaluation in the new department. For the purpose of this section "lateral transfer" shall be defined as a transfer from one class to another, which is at the same salary range and in which the minimum qualifications are the same.

Years at 5 <sup>th</sup> -Step or Flat	Increase Over Base Salary
5	2.5%
10	5.0%
15	7.5%

These increases shall not be compounded. An employee gaining such an increase shall retain the increase until failure to meet performance standards, application of a higher level performance increase, until leaving that position, or until this Agreement is altered.

## **6. SALARY ADJUSTMENT**

### 6.1 Cost of Living Adjustments (COLAs)

#### Effective 2006-07:

- 3% COLA on FFPP\* after January 1, 2007

#### Effective 2007-08:

- 3% COLA on FFPP\* after January 1, 2008

#### Effective 2008-09:

- 3.5% COLA on FFPP\* after January 1, 2009

\*FFPP = First Full Pay Period

### 6.2 Salary Survey

The parties agree that the following agencies will serve as the survey market during the term of the MOU:

1. City of Ukiah
2. City of Santa Rosa
3. El Dorado County
4. Humboldt County
5. Lake County
6. Napa County
7. Nevada County
8. Sonoma County
9. Sutter County
10. Yolo County

### 6.3 Survey Methodology

- The County will survey at market average.
- Salary data will be compiled at the top step of the applicable benchmark.
- No Employee will suffer a wage reduction as a result of the survey.

### 6.4 Survey Market Adjustments

Not later than April 2008, County will conduct a market survey of the bargaining unit benchmark classifications.

Effective the first full pay period after July 1, 2008, out-of-market adjustments will be made for classifications that are:

- Between 5-9.99% = 2.5% adjustment
- Between 10-14.99% = 3.0% adjustment
- 15% and greater = 3.5% adjustment

By May 1, 2009, County shall complete an updated market average analysis for 25% of Unit classifications and provide this analysis to Unit President (this market analysis will include future negotiated salary adjustments in current MOUs) OR

effective the first full pay period after July 1, 2009, out-of-market adjustments will be made for classifications that are:

- Between 5-9.99% = 2.5% adjustment
- Between 10-14.99% = 3.0% adjustment
- 15% and greater = 3.5% adjustment

## **7. MEDICAL, DENTAL and VISION INSURANCE**

### 7.1 Medical Insurance

#### A. Plan Description

A medical plan will be provided by the County of Mendocino. The benefits described in this section and the pertinent plan documents shall be maintained during the term of this MOU.

The benefit levels of the plan as they exist are presently described in the pertinent Plan Documents and are incorporated into this Memorandum by reference.

#### B. Medical Insurance Premium Levels

Medical insurance premium increases will be implemented effective the first full pay period of each calendar year.

Should the increase recommended to be implemented exceed sixteen percent (16%), the parties agree to Meet and Confer on the recommended increase prior to adoption of any increase of more than 16%.

If the increase is more than 16%, an increase of up to 16% may be implemented while the Meet and Confer process occurs regarding the balance of any additional changes in premiums or benefits.

The parties agree to complete each Meet and Confer regarding benefit changes and premium increases within thirty (30) calendar days.

The parties agree that in the event the Meet and Confer results in impasse, impasse processes shall be completed within the same thirty (30) calendar-day period as stated above.

The parties agree that the above-shortened time frame in and of itself shall not constitute an unfair labor practice.

#### C. Premium Cost-Sharing

The County will pay approximately seventy five percent (75%) of both the employee and dependent coverage, and collectively employees in the Management Association will pay approximately twenty five (25%) of the costs associated with providing health benefits insurance including medical, vision, and dental to the Management Association as a whole.

D. Health Benefit Enrollment

The Human Resources Department will announce the Regular Open Enrollment period at least one month prior to the beginning of that regular open enrollment period.

E. Emergency Health Premium and Benefit Re-Opener

The County may call for emergency negotiations if the financial condition of the health trust deteriorates, or is impacted or altered to an extent that the financial stability of the trust and/or the trust's ability to pay for medical care of covered employees and dependents is jeopardized.

F. Health Plan Opt Out

Employees may opt out of the County health insurance plan by providing proof of another insurance and completion of the "opt out" form. Employees who opt out of the County's health insurance plan are no longer eligible for the County-paid life insurance coverage but may purchase individual life insurance coverage through the County's supplemental plan provisions. Employees can re-enroll in the Health Plan, which includes re-enrollment in the County paid life insurance coverage, during the annual open enrollment or during a qualifying event.

G. Domestic Partner Plan Coverage

The County of Mendocino will offer medical, dental and vision coverage to domestic partners as "Domestic Partner" is defined by the *State of California Family Statute, Code Section 297* (as amended).

To be eligible, an employee must comply with the following conditions:

- (1) Employees and their Domestic Partner must register with and be certified by the State of California; and
- (2) The employee must complete and submit the County's Health Plan Enrollment Form and provide a copy of the State Certification of Domestic Partner Registration at time of application to the Human Resources Department.

It is understood that the IRS does not (currently) recognize Domestic Partners as a spouse or dependent for federal income tax purposes. Therefore, it is understood that any additional taxes incurred by registering a Domestic Partner will be the sole financial responsibility of the employee. Further, it is also understood that dependents of an employee's Domestic Partner are not covered in this agreement. The County of Mendocino will endeavor to implement any changes in the Domestic Partner tax law as they occur in a timely manner.

This benefit will terminate upon termination of the Domestic Partnership pursuant to *State of California Family Statute Code Section 299*, as amended.

H. Retiree Medical

During the term of this Agreement, the parties shall explore the availability and feasibility of offering County employees a health saving account plan to provide for retiree medical expenses.

## 7.2 Additional Benefits

### A. Life Insurance

The County shall provide Twenty Thousand Dollars (\$20,000) life insurance coverage for employees who are covered by the County health plan.

### B. Accidental Death and Dismemberment

The County shall provide up to Five Thousand Dollars (\$5,000) for employees who are covered by the County health plan.

### C. Employee Assistance Program (EAP)

Employees represented by the Management Association and their family members, who are covered by the County health plan, are eligible for participation in the County's Employee Assistance Program (EAP). To the extent permitted by law, the County shall insure the confidentiality of any and all records regarding employees who use the Program. To the extent permitted by law, no disclosures of information obtained, other than to EAP staff, may be made without the written consent of the employee.

The Employee Assistance Program is available for all County employees and their family members, who are covered by the County health plan, who may be experiencing problems in the workplace, or family crisis, chemical dependency, or other personal problems. Primary care physician referral is not necessary to access the EAP, and all services are strictly confidential. The first six (6) visits to the EAP are free to the employee and their family members. The Mental Health Section of the Plan contains procedures relating to Mental Health care after an employee has completed the number of visits available through the EAP.

#### 1. EAP Confidentiality

Participants in the EAP shall be guaranteed confidentiality.

No employee will be required to waive his/her confidentiality as a condition of participation in the EAP.

### D. Education, Training and Health Flex Benefit Program

1. Beginning the first day of the first full pay period of the fiscal year, Eight Hundred Dollars (\$800) per represented employee will be annually placed into an Education, Training, and Health Flexible Benefit Program Fund.

2. Monies not used within the fiscal year allocated will roll over to next fiscal year, for a maximum of Sixteen Hundred Dollars (\$1,600).

3. Five Hundred Dollars (\$500) of the Eight Hundred Dollars (\$800) allocated each fiscal year can be used only as follows:

a. Approved education or training,

- b. Professional conferences and travel to conferences,
  - c. Membership in professional associations,
  - d. Continuing professional education,
  - e. College education (the goal of which is a degree or certificate relevant or related to the professional, personal or day-to-day responsibilities or professional competence of the employee),
  - f. Training or educational books or materials,
  - g. Computer training and materials, or
  - h. Other related educational or professional purposes that would enhance the competence or performance of the employee, or contribute to the County.
4. A flexible benefit fund shall be created with the remaining Three Hundred Dollars (\$300), which may be used as follows:
- a. Training, education, or other professional or personal enrichment or enhancement programs or materials, as set forth in item 3.
  - b. Training, education, and/or other professional or personal enrichment or enhancement programs or materials that would increase the health, wellness or professional competence of the employee, not otherwise authorized or allowed in item 3.
  - c. Additional accidental death and dismemberment insurance.
  - d. Additional disability insurance.
  - e. Additional life insurance to the extent allowed by statutes or regulations.
  - f. Health Club membership, an annual extended physical examination, or the cost of fitness, health and/or wellness programs and related equipment.
5. The goals of this Program are the increased professional and personal competence, education, training, skills, health, benefit and well being of employees. Programs, courses, education, training, and services or materials that contribute to or advance these goals are appropriate expenditures. These monies are not to be taken from the particular departmental funds.

E. Wellness Programs

1. Up to eight (8) hours of sick leave per calendar year may be used by an employee for the purpose of attending an approved County Wellness Program.
2. To use this sick leave the employee must have a balance of forty (40) hours of sick leave accrued at the time the leave is used to attend the Wellness program.
3. The employee must have the prior approval of the employee's department head or his/her designee to attend the program.
4. The parties agree that a department head may not capriciously, arbitrarily, or consistently deny the use of said leave.
5. Management Association members can use up to an additional Two Hundred Dollars (\$200) of the allocated amount for wellness.

F. Deferred Compensation

Effective in the 1980-81 MOU, the County established a deferred income plan to which employees could elect to make contributions.

Effective October 4, 1998, the County commenced paying a match of an employee's contribution to deferred compensation (up to a maximum of one percent (1%) of the employee's base salary).

Effective November 28, 1999, the County match increased up to a maximum of two percent (2%) of the employee's base salary.

Effective January 2002, the County match increased to up to three percent (3%) of the employee's base salary.

The County deferred compensation contribution match shall be made on a bi-weekly basis and shall be consistent with the current laws and regulation governing deferred compensation contributions.

**8. HOLIDAYS**

8.1 Observed Holidays

Employees covered by this MOU shall be entitled to paid holidays for the following County observed holidays:

January 1	New Year's Day
3rd Monday in January	Martin Luther King Jr.'s Birthday
3rd Monday in February	Washington's Birthday (President's Day)
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day

2nd Monday in October	Columbus Day
November 11th	Veteran's Day
4th Thursday in November	Thanksgiving Day
Friday Following Thanksgiving Day	
December 25th	Christmas Day

Any additional days designated by the President of the United States or the Governor of the State of California and formally recognized by the Board of Supervisors as a holiday, day of Thanksgiving or of public mourning.

- 8.2 Saturday or Sunday Holiday Observance  
 When a holiday falls on a Saturday, the preceding Friday is designated as the holiday. When a holiday falls on a Sunday, the following Monday is designated as the holiday.

**9. VACATION**

- 9.1 Vacation Accrual Maximums  
 Management Association members shall accrue vacation up to the following maximums:

- 280 Hours after completion of three (3) years
- 360 Hours after completion of eight (8) years
- 440 Hours after completion of fifteen (15) years

(a) Accrual Hours Per Pay Period

- 4.616 Hours after completion of three (3) years
- 6.157 Hours after completion of eight (8) years
- 7.694 Hours after completion of fifteen (15) years

- 9.2 Vacation Eligibility  
 New employees are eligible for vacation after completion of thirteen (13) bi-weekly pay periods of service.

- 9.3 Pay in Lieu of Vacation  
 A Management Association member can cash-out up to sixty (60) hours per calendar year.

**10. MANAGEMENT ASSOCIATION LEAVE**

Management Association members are entitled to six (6) days Management Leave per calendar year. This leave to be used at the discretion of the department head. The leave must be used by pay period 26 of each year or forfeited. This leave is not paid out or carried forward.

## **11. SICK AND DISABILITY LEAVE PROVISIONS**

### 11.1 Sick Leave Accrual

Sick leave shall be accrued by Management Association members at the rate of 4.616 hours per pay period, without a maximum limitation.

### 11.2 Industrial Leave – Anniversary Date Adjustment

Employees going on leave without pay status due to on-the-job injuries will not suffer a break in seniority but shall have their merit salary anniversary dated delayed by as many pay periods as the leave without pay shall last.

### 11.3 Industrial Leave – Insurance Premium Payment

For employees on leave without pay status due to on-the-job injuries, the County will continue to pay the employees' group insurance premium for the duration of the leave without pay, but not to exceed a period of six (6) months for any single injury.

### 11.4 Extended Disability Leave – Salary Continuance

Management Association members who are absent from work due to illness or injury shall be eligible, after they have exhausted all of their sick leave and vacation benefits, to receive 100% percent salary for the first two (2) months after such leave has been exhausted; if unable to work after that, Association member shall receive 75% salary for a two (2) month period and 50% salary for another two (2) month period. The Association member shall be required to present to the County Human Resources Director a certificate from a County-designated physician indicating an opinion that the Association member can reasonably be expected to recover sufficiently to return to work. The physician's certification may be obtained through a medical examination at County expense or through consultation between a County-designated physician and the Association Member's personal physician.

## **12. CATASTROPHIC LEAVE POLICY**

A Catastrophic Leave policy is established consistent with the provisions in Appendix A of this MOU and incorporated herein by reference.

## **13. BEREAVEMENT LEAVE**

In the event of the death of an immediate family member, Management Association members may be allowed to be absent with pay for three (3) consecutive work days. As an alternative, Management Association employees may use the three (3) days non-consecutively within a thirty-day period. Should additional days of leave be necessary, the employee may use accrued leave. Should the employee utilize sick leave hours, the maximum available shall be sixteen (16) hours per occurrence.

For the purpose of Bereavement Leave, immediate family is defined as the employee's spouse, domestic partner, child, stepchild, grandchild, grandparent, parent, brother, sister, or spouse's or domestic partner's parent, grandparent, brother or sister.

## **14. RETIREMENT PROVISIONS**

### 14.1 Benefit Level for Non-Safety Employees

#### A. Retirement Benefit Formula

Effective January 15, 2002, a 2% at 57 Benefit Formula was implemented for future service (Government Code Section 31676.12) for all classifications represented by the Management Association, exclusive of those members covered by the safety retirement formula.

#### B. Prior County Employment

Employees may buy-back service with Mendocino County at their own cost, which includes both the employee and the employer's contribution. The costs, rates, procedures and time limits to exercise this buy-back option shall be arranged by the Retirement Board.

Retirement contributions made by or bought back by the employee shall be credited and accrue to the employees account and become a vested interest of the employee.

#### C. Compensation Calculation

For employees employed by the County effective January 1, 1948 benefits will be based on the average of one years' highest earnings (*County Employees' Retirement Law of 1937, Section 31462.1*).

For employees employed by the County effective July 1, 1984 benefits will be based on the average of three years' highest earnings (*County Employees' Retirement Law of 1937, Section 31676.1*).

### 14.2 Benefit Level for Designated Unit Safety Employees – Probation Department Employees

#### A. Retirement Benefit Formula

Effective October 1, 2003, the County implemented the 2% at 50 (*Government Code Section 31664*) Benefit Formula for Management Association classifications identified below:

#### B. Safety Benefit Eligibility

Pursuant to *Government Code Section 31581.2*, it is the intent of the Board of Supervisors that the retirement contributions made by the County, including those for past service, do not become a vested interest of, and will not accrue to the employee. Upon retirement, sufficient funds will be transferred to the retirement reserves to assure that the retirement benefit is paid to the member and or spouse.

Regardless of the stipulation in *Government Code sections 31558 and 31469.4* that set forth certain categories of job classifications or employees

who are potentially eligible for safety retirement, it is the County's intent to limit this retirement improvement to the classifications listed in this section.

The following classifications shall be eligible for the safety retirement improvement stated above:

- (1) Probation Division Manager
- (2) Juvenile Hall Superintendent
- (3) Assistant Juvenile Hall Superintendent

C. Past, Current and Future Employment

The County will pay for all past safety retirement associated with the classifications listed herein provided that this employment occurred in the County of Mendocino and meets the criteria set forth in this section.

14.3 County Retirement Contribution

The County shall pick up a maximum of three percent (3%) of the employee's required retirement contribution.

14.4 Cost-of-Living Increase for Retired Employees

Effective April 1 of each year, the cost-of living increase for retirees shall be limited to a maximum of three percent (3%).

14.5 Sick Leave Conversion to Retirement Credit

For the purpose of determining "length of service" at the time of retirement, Management Association members shall be entitled to credit for all accumulated sick leave without limitation.

## **15. DISPUTE RESOLUTION PROCEDURE**

The intent of the parties is to resolve employee complaints and disputes at the very earliest opportunity and at the lowest level of the process. The Dispute Resolution Procedure steps are:

### **Step 1.**

Within thirty (30) working days of the occurrence giving rise to the dispute, the employee shall discuss the issue, dispute or complaint with the employee's immediate supervisor or in the instance of a dispute with the immediate supervisor, then with the Department Head;

### **Step 2.**

If the dispute is not resolved at Step 1, then within ten (10) working days of the Step 1 meeting, the employee shall discuss the issue, dispute or complaint with the Department Head or in the event the Department Head has met with the employee at Step 1, then the Department Head's designee;

**Step 3.**

If the dispute is not resolved at Step 2, then within ten (10) working days of the Step 2 meeting, the employee shall have the right to have the matter submitted to a mediator from the State Mediation and Conciliation Service (SMCS) for a recommended resolution that shall be presented to the CEO. In the alternate, the employee may elect to submit the matter directly to the CEO for final determination.

Within thirty (30) working days of receipt of the proposed mediated resolution, the CEO shall issue a final decision on the matter that shall be binding on the parties.

The employee may have a Management Association representative at any of the meetings.

**16. MISCELLANEOUS PROVISIONS**

**16.1 Mileage and Expense Reimbursement**

(a) Mileage Reimbursement – Personal Vehicles

Mileage reimbursement for use of personal vehicles will be based upon the maximum rate allowable by the IRS.

(b) Insurance Coverage – Personal Vehicles

Employees using personal vehicles on County business must show evidence that their car is insured for personal injury and property damage at levels of no less than \$100,000 per person, or no less than \$300,000 per accident.

**16.2 Meal Allowances**

Unless an increase is otherwise provided for in the County Travel and Meal Policy, the Management Association members’ meal allowance reimbursement amounts shall be:

Breakfast	\$6.00
Lunch	\$9.00
Dinner	\$15.00

**16.3 Home Computer Purchase Loan Program**

The County provides for a Home Computer Loan Program that allows for reimbursement for the personal purchase of a computer and related hardware/software. Provisions related to this Program are contained in Appendix B which is attached hereto and incorporated into this MOU.

**17. SEVERABILITY**

The parties agree that if any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of

the Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the County and the Management Association agree to meet within thirty (30) days after notice for the purpose of renegotiating said article or section.

## **18. NO STRIKE / NO LOCKOUT**

During the term of this Agreement, the Management Association, its members and representatives agree that they will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of services.

The County will not lock out employees during the term of this Memorandum of Understanding.

## **19. TERM**

This Memorandum of Understanding shall, upon the ratification of the Management Association and approval of the Board of Supervisors, be effective from **OCTOBER 1, 2006 to and including SEPTEMBER 30, 2009.**

## **20. ENACTMENT**

It is agreed that the foregoing shall be submitted by the respective parties to the members of the Management Association for ratification and the County of Mendocino Board of Supervisors for approval. Upon ratification and approval, the County shall take action necessary to implement this Memorandum of Understanding, which shall supercede and control over conflicting or inconsistent County policies.

This Memorandum executed this \_\_\_\_ day of \_\_\_\_\_, 2008 by the Board of Supervisors of Mendocino County.

The undersigned representatives of the County of Mendocino and the County of Mendocino Management Association having met and conferred in good faith, have reached agreement on the terms and conditions contained herein and mutually agree to recommend to the Management Association Members and to the County Board of Supervisors that the terms of this Agreement be adopted.

**For the Management Association:**

\_\_\_\_\_  
Tim Garrison, Management Assoc Chair

\_\_\_\_\_  
Elaine Boults, Management Assoc Vice Chair

\_\_\_\_\_  
Trish Guntly, Management Assoc

\_\_\_\_\_  
Jim Brown, Management Assoc

**Dated:**

\_\_\_\_\_

**For the County of Mendocino:**

\_\_\_\_\_  
M. Fran Buchanan, Chief Negotiator

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Alison Glassey, Assistant CEO

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Linda Clouser, Human Resources Director

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**EXHIBIT A  
MENDOCINO COUNTY  
and  
MENDOCINO COUNTY MANAGEMENT ASSOCIATION  
Unit Classifications**

UNIT JOB CLASSIFICATIONS			
JOB CLASS	JOB TITLE	GRADE	
0007	ALTERNATE DEFENDER	MA	44
0024	ACCOUNTING MANAGER	MA	36
0134	ADMINISTRATIVE SERVICES MANAGER I	MA	38
0135	ADMINISTRATIVE SERVICES MANAGER II	MA	41
2015	AGRICULTURAL COMMISSIONER/SEALER ASSISTANT	MA	39
7084	ALTERNATE DEFENDER	MA	44
0136	ANIMAL CARE & CONTROL DIVISION ADMINISTRATOR	MA	41
0032	ASSISTANT ASSESSOR	MA	40
0083	ASSISTANT CLERK-RECORDER	MA	35
8009	ASSISTANT COUNTY LIBRARIAN	MA	38
2027	ASSISTANT DIRECTOR TRANSPORTATION	MA	42
7003	ASSISTANT DISTRICT ATTORNEY	MA	44
3037	ASSISTANT FACILITY MANAGER	MA	36
6003	ASSISTANT JUVENILE HALL SUPERINTENDENT	MA	36
7069	ASSISTANT PUBLIC DEFENDER	MA	44
0082	ASSISTANT REGISTRAR VOTERS	MA	35
0068	ASSISTANT TREASURER-TAX COLLECTOR	MA	40
2042	CHIEF BUILDING INSPECTOR	MA	39
0160	CHIEF FISCAL OFFICER	MA	42
2034	CHIEF PLANNER	MA	41
4024	CHIEF PSYCHIATRIST		
7027	CHIEF PUBLIC DEFENDER INVESTIGATOR	MA	41
4079	CLINICAL SERVICES COORDINATOR I	MA	38
0132	COLLECTIONS ADMINISTRATOR	MA	36
0016	COMPLIANCE MANAGER	MA	38
0096	COMPUTER OPERATIONS MANAGER	MA	40

4097	DEPUTY DIRECTOR ALCOHOL & OTHER DRUGS PROGRAM	MA	41
4099	DEPUTY DIRECTOR MENTAL HEALTH CLINICAL SERVICES	MA	41
4098	DEPUTY DIRECTOR PUBLIC HEALTH NURSING	MA	41
S557	DEPUTY DIRECTOR SOCIAL SERVICES-OOC	MA	41
2011	DEPUTY DIRECTOR TRANSPORTATION-ADMINISTRATION	MA	41
2010	DEPUTY DIRECTOR TRANSPORTATION-ENGINEERING	MA	41
2009	DEPUTY DIRECTOR TRANSPORTATION-LAND IMPROVEMENT	MA	41
3046	DEPUTY DIRECTOR TRANSPORTATION-MAINTENANCE SERVICES	MA	41
3028	DEPUTY DIRECTOR TRANSPORTATION-SOLID WASTE	MA	41
4042	DIRECTOR ENVIRONMENTAL HEALTH	MA	41
0015	EMERGENCY SERVICES COORDINATOR	MA	40
4040	ENVIRONMENTAL HEALTH MANAGER	MA	38
3038	FACILITY & FLEET MANAGER	MA	41
0154	INFORMATION SERVICES DIVISION MANAGER	MA	41
0101	INFORMATION SYSTEMS NETWORK MANAGER	MA	40
0157	INFORMATION SYSTEMS OPERATIONS MANAGER	MA	40
6004	JUVENILE HALL SUPERINTENDENT	MA	41
0080	LEGAL SERVICES SUPERVISOR		
3047	MAINTENANCE OPERATIONS COORDINATOR	MA	36
0137	MENTAL HEALTH BRANCH DIRECTOR	MA	43
4100	MENTAL HEALTH CLINICAL MANAGER	MA	39
4063	PREVENTION SERVICES MANAGER	MA	38
6008	PROBATION DIVISION MANAGER	MA	41
S537	PROGRAM MANAGER	MA	39
S539	PROTECTIVE SERVICES MANAGER	MA	40
4018	PSYCHIATRIST	MA	
0147	PUBLIC HEALTH BRANCH DIRECTOR	MA	43
4015	PUBLIC HEALTH LAB DIRECTOR	MA	41
4006	PUBLIC HEALTH LAB MANAGER	MA	39
4016	PUBLIC HEALTH OFFICER		
S538	SENIOR PROGRAM MANAGER	MA	40
4058	SENIOR PUBLIC HEALTH NURSE	MA	38
0146	SOCIAL SERVICES BRANCH DIRECTOR	MA	43

S522	SOCIAL SERVICES INFO SERVICES MANAGER	MA	38
S561	STAFF SERVICES MANAGER I	MA	36
S586	STAFF SERVICES MANAGER II	MA	41
4093	SUBSTANCE ABUSE PROGRAM & SERVICES MANAGER	MA	39
4022	SUPERVISING FORENSIC PSYCHOLOGIST	MA	38

**EXHIBIT B**  
**MENDOCINO COUNTY**  
**and**  
**MENDOCINO COUNTY MANAGEMENT ASSOCIATION**  
**Salary Ranges**

**MANAGEMENT (303) - GRADE CHART**  
**Effective 01/13/08**

<b>No.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Bi-Weekly Step (1)</b>	<b>Bi-Weekly Step (5)</b>	<b>Annual Step (1)</b>	<b>Annual Step (5)</b>
MA30	18.79	19.73	20.72	21.76	22.85	1,503.20	1,828.00	39,083.20	47,528.00
MA31	19.72	20.71	21.75	22.84	23.98	1,577.60	1,918.40	41,017.60	49,878.40
MA32	20.70	21.73	22.82	23.96	25.16	1,656.00	2,012.80	43,056.00	52,332.80
MA33	21.73	22.82	23.96	25.16	26.42	1,738.40	2,113.60	45,198.40	54,953.60
MA34	22.82	23.96	25.16	26.42	27.74	1,825.60	2,219.20	47,465.60	57,699.20
MA35	23.98	25.18	26.44	27.76	29.15	1,918.40	2,332.00	49,878.40	60,632.00
MA36	25.16	26.42	27.74	29.13	30.59	2,012.80	2,447.20	52,332.80	63,627.20
MA37	26.43	27.75	29.14	30.60	32.13	2,114.40	2,570.40	54,974.40	66,830.40
MA38	27.74	29.13	30.59	32.12	33.73	2,219.20	2,698.40	57,699.20	70,158.40
MA39	29.13	30.59	32.12	33.73	35.42	2,330.40	2,833.60	60,590.40	73,673.60
MA40	30.60	32.13	33.74	35.43	37.20	2,448.00	2,976.00	63,648.00	77,376.00
MA41	32.13	33.74	35.43	37.20	39.06	2,570.40	3,124.80	66,830.40	81,244.80
MA42	33.72	35.41	37.18	39.04	40.99	2,697.60	3,279.20	70,137.60	85,259.20
MA43	37.18	39.04	40.99	43.04	45.19	2,974.40	3,615.20	77,334.40	93,995.20
MA44	39.04	40.99	43.04	45.19	47.45	3,123.20	3,796.00	81,203.20	98,696.00
MA45	40.99	43.04	45.19	47.45	49.82	3,279.20	3,985.60	85,259.20	103,625.60

Effective 01/13/08  
3% New Salary Table

**APPENDIX A  
MENDOCINO COUNTY  
and  
MENDOCINO COUNTY MANAGEMENT ASSOCIATION**

**CATASTROPHIC LEAVE POLICY**

A Catastrophic Leave Policy is established consistent with the provisions detailed below.

For Management Association employees, Catastrophic Leave benefits take place (1) after sixty (60) days of full pay provided for under the MOU; (2) on a partial basis of twenty five percent (25%) of wages not paid for by the County commencing the second sixty (60) days of the employee's leave. (All payment contingent on the necessary contributions being in said system.)

<b>MENDOCINO COUNTY POLICY #39</b>	<b>CATASTROPHIC LEAVE</b>
ADOPTED: February 12, 2002	ADOPTED BY: Resolution #02-032

A policy providing a means for a county employee to donate hours of leave to a fellow employee who is facing a catastrophic illness or injury and who has exhausted his or her own leaves.

**1. Catastrophic Leave and Establishment of a Catastrophic Leave Bank**

- a. Catastrophic Leave is a paid leave of absence due to verifiable, long-term catastrophic illness or injury such as, but not limited to cancer and heart attack which clearly disables the employee, the employee's spouse, parent, or child.
- b. The County shall establish a Catastrophic Leave Bank with hours donated by other County employees.

**2. Eligibility for Catastrophic Leave**

All permanent employees of the County of Mendocino shall be eligible to receive Catastrophic Leave under the terms and conditions of this policy who have:

- successfully completed twenty-six pay periods in paid status;
- donated a minimum of one hour to the Catastrophic Leave Bank in the preceding 12 months and,
- exhausted all accrued sick leave, vacation leave, and compensatory time before qualifying for catastrophic leave.

**3. Donation of Hours**

- a. Catastrophic Leave is paid leave available from hours donated by other County employees.

- (1) Vacation, designated holiday leave bank hours, compensatory leave, or other leave banks, which would normally be “cashed out” to the employee upon separation, may be donated.
- (2) Sickness Leave and Personal Leave are specifically excluded.
- (3) Donated time shall be credited on an hour for hour basis, regardless of wage of either donator or recipient.
- b. Employees donating vacation or compensatory leave must donate in increments of whole hours.
  - (1) The donating employee must have a vacation leave balance of at least forty hours remaining after such donation.
  - (2) Employees may donate all of their accrued compensatory time or holiday leave bank hours.
- c. Donations may be contributed by employees to the Catastrophic Leave Bank or to the account of an individual employee.
- d. All individual employee donations in excess of 480 hours will automatically revert to the general Catastrophic Leave Bank fund.
- e. Those hours donated to an individual employee not used by the recipient employee in excess of 40 hours will automatically revert to the Catastrophic Leave Bank.

#### **4. Approval Process for Use of Catastrophic Leave Bank**

- a. An employee requesting use of the Catastrophic Leave Bank must receive the approval of the Human Resources Director.
- b. Such leave may initially be approved up to a maximum of two hundred and forty (240) donated hours.
  - (1) If the catastrophic illness or injury continues, up to an additional two hundred and forty (240) donated hours may be approved.
- c. The Human Resources Director shall account for the donation and disbursement of catastrophic leave hours.
- d. Individual use of catastrophic leave cannot exceed 480 hours during any 12-month period.
- e. The decision of the Human Resources Director to deny the use of Catastrophic Leave may be appealed to the Civil Service Commission within ten (10) days of the decision.
  - (1) The decision by the Civil Service Commission shall be final.

#### **5. Usage of Donated Hours**

- a. An employee may use Catastrophic Leave to augment State Disability benefits not to exceed their base rate salary.
- b. While an employee is on Catastrophic Leave using donated hours, the employee will be treated as in pay status except that he or she shall not accrue any vacation or sick leave.

- c. An employee may not use Catastrophic Leave to supplement earnings while participating in the Mendocino County Return-to-Work Program or while on limited duty.
  - d. Up to 40 hours of Catastrophic Leave not used by the recipient employee will remain in the employee's Vacation Leave balance.
    - (1) Upon the employee's return to work, any hours in excess of forty (40) not paid out to the employee from the Leave Bank or by individual donation will be returned to the Catastrophic Leave Bank.
6. **Special Provision for Employees with Less Than 26 Pay Periods**
- a. Employees with less than 26 pay periods of service are not eligible to use the Catastrophic Leave Bank.
  - b. However, upon the recommendation and approval of the employee's department head and HR Director, an individual account may be set up separate from the Catastrophic Leave Bank. Donations may be made specifically to that employee's catastrophic leave account.
  - c. If donated hours remain in that individuals account after the employee is able to return to work, or more than 480 hours are donated to that employee, those hours shall be transferred to the Catastrophic Leave Bank.

**APPENDIX B  
MENDOCINO COUNTY  
and  
MENDOCINO COUNTY MANAGEMENT ASSOCIATION  
  
COUNTY HOME COMPUTER LOAN PROGRAM**

The County Computer Loan Program shall allow for the reimbursement of up to \$2500 for the personal purchase of a computer and related hardware/software. The maximum length of the loan shall be for 3 years (78 pay periods) at 0% interest.

The employee who takes advantage of this program shall repay the amount borrowed in equal biweekly payments through payroll deduction. The loan amount shall be interest free. An employee must show proof of purchase and sign the loan agreement, before reimbursement can be processed.

An employee purchasing a computer or related equipment shall not be eligible to purchase additional equipment under this program until such time as the original loan is completely paid.

It is also fully understood that should an employee utilize this program and separate from county service for any reason, the amount owed shall be due immediately and the county may withhold any monies due to the employee upon separation to recoup the remaining debt.

Process:

1. Purchase computer/software.
2. Bring/send the receipt(s) to Human Resources – Attention: Dorothy Mazzanti. Note: The receipt must clearly show “paid in full” and link the computer purchase to the employee. As proof of purchase, a copy of a charge card statement may also be provided after blacking out the account number and unrelated charges/balances.
3. Provide a phone number where you can be reached.
4. After the agreement is created, the employee will be contacted to sign 3 copies of the contract in Human Resources.
5. Contract distribution: Auditor’s Office, Human Resources, Employee.
6. A reimbursement check will be sent by the Auditor’s Office to the employees mailing address and payroll deductions for repayment will begin.

**COUNTY of MENDOCINO  
and  
MENDOCINO COUNTY MANAGEMENT ASSOCIATION**

**SIDE LETTER OF AGREEMENT**

**RE: Section 5. Compensation**

**During the term of this Agreement, the parties agree to meet and discuss the following compensation plan options:**

**1. Pay for Performance**

**Program which may include salary and non-salary issues. It is understood that such a plan could be implemented before October 1, 2009, if both the County and Management Association reach agreement regarding the terms and conditions of such a program.**

**2. Merit-Based Longevity Pay**

**DATED \_\_\_\_\_**

**FOR THE ASSOCIATION**

**FOR MENDOCINO COUNTY**

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