

COUNTY OF MENDOCINO
and
MENDOCINO COUNTY
MANAGEMENT ASSOCIATION

TENTATIVE SIDE LETTER OF AGREEMENT
August 14, 2009

**RE: Mandatory Time Off/Equivalency Reductions to Address
Projected County General Fund Shortfall for FY 2009-2010**

Based on current budget projections, the Fiscal Year 2009-10 General Fund shortfall is projected at approximately \$1.5 – 2.0 million. To meet this target, the County was proposing to implement a program which establishes a minimum and maximum of 13-18 MTO days/equivalency per employee for the bargaining unit for the Fiscal Year 2009-10.

Due to the extent of the target range at this time, the parties agree to achieve maximum of 15 Mandatory Time Off (MTO) days/equivalency, with the condition that when the County approves the final budget for FY 2009-10, the parties will meet to assess whether it is possible to decrease the targeted amount of reductions in conformance with the adopted FY 2009-10 Final Budget.

This Side Letter identifies terms and conditions for the agreements reached between the parties to address the implementation of General Fund expenditure reduction measures. The Side Letter of Agreement to the Management MOU shall be for Fiscal Year 2009-10, with the terms and conditions outlined below:

A. Contract Extension

The current Management MOU expires September 30, 2009. This contract shall be extended to September 30, 2010.

B. Covered Employees

All employees in the bargaining unit will participate in the expenditure reduction program with the following exception:

- Managers in HHS A programs not funded by County General Fund, or not funded by State or Realignment funds that have been cut, as determined by HHS A Administration.

C. Unit Pro-Rata Contribution Target Toward Projected 2009-10 General Fund Shortfall

A target dollar amount equivalent to the value of 15 MTO days per person in the bargaining unit is calculated at \$148,860. Each MTO day has a value of \$9,924 for the Management Unit as a whole.

D. Mandatory Time Off

Unit members shall take 15 days (120 hours) of MTO/equivalency during FY 2009-10.

1. Part of the fifteen (15) days/equivalency may be satisfied as follows:
 - a. All Management Association members will permanently forego \$500 of their FY 2009-10 annual training allowance only. This will save \$38,000.
 - i. The remaining \$300 of the FY 2009-10 annual training allowance shall be available for flexible use in its entirety
 - ii. Individual members may elect to permanently forego the remaining \$300 of their FY 2009-10 annual training allowance to substitute for 8 hours of MTO (as described in item 1(b) below).
 - b. All Management Association members will permanently forego 30 hours of vacation buy-out in FY 2009-10. This will save an estimated \$92,496.
 - i. All Management Association members are eligible for 60 hours of vacation buy-out per calendar year. For the calendar years of 2009 and 2010, members will be able to cash out a total of 90 hours of vacation, rather than 120 hours; with no more than 30 of those hours cashed out during FY 2009-10, and no more than 60 hours cashed out per calendar year in 2009 and in 2010.
 - ii. Individual members may elect to take 30 hours of MTO, to be scheduled with approval of the Department Head, in advance of the time off, as a substitute for not foregoing 30 hours of their FY 2009-10 vacation buy-out.
2. In addition to the equivalency amounts listed above, all Management Association members will take 15 hours of MTO to be scheduled with approval of the Department Head, in advance of the time off, for the other part of the total of 15 MTO days/equivalency. This will save an estimated \$18,600.
3. The parties agree that if the proposed Final Budget decreases the total amount of General Fund expenditure reductions/ savings needed (target \$148,860), the MTO days/equivalency to be taken during FY 2009-10 will be decreased, in accordance with the Management Association target (\$148,860) being decreased by an amount that maintains the unit's proportion of the total target for General Fund savings.

4. Any Voluntary Time Off (VTO) taken during FY 2009-10 by a Management Association member may be applied against the total 15 days of MTO/equivalency, on an hour for hour basis.

E. General Fund Credit

This Side Letter provides for an estimated total of \$148,860 to be credited to the General Fund shortfall.

F. MTO Information

In addition, the parties agree to the following:

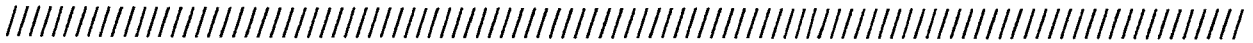
1. The County agrees to continue to define the work week as forty (40) hours.
2. All non-General Fund savings gained from HHSA participating in the MTO program or taking VTO will be utilized to offset the Health and Human Services Agency shortfall.
3. Once the MTO obligation has been met by participating employees, use of VTO will be considered on a case-by-case basis, with Department Head approval.
4. MTO shall be considered time in paid status for the accrual of benefits and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life, and dental insurance, vacation and sick leave accrual, and retirement.
5. MTO shall be prorated for part-time employees based upon their regular work schedule (budgeted FTE).
6. Employees may reduce their work schedule, without a loss in their level of benefits, by not more than twenty percent (20%) per pay period.
7. Any new employee or employee returning from an unpaid status will have an MTO obligation based on the number of scheduled MTO hours remaining in the MTO period covered by this agreement.
8. Any employee paid under Workers' Compensation/SDI will not be expected to participate in the MTO program until they have returned to work. At that time, their MTO obligation will be calculated based on the number of MTO hours remaining in the MTO period.
9. Offices that have been identified as having to stay open on Fridays with mixed bargaining units will allow employees a flexible schedule to accommodate the requirement to stay open and will solicit input from the affected employee on scheduling.
10. MTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.
11. The County will not backfill furloughed employees by hiring other help, and agrees to meet and discuss any noticeable changes in volunteer or intern programs.
12. Participating employees who are scheduled to work during an MTO closure day will be allowed to schedule their MTO hours on another day within the same pay period.

G. Layoffs

The Parties acknowledge that, even with the implementation of expenditure reduction measures, the County and all bargaining units may face layoffs.

H. Dispute Resolution

This Side Letter shall not be subject to the dispute resolution procedure contained in the Bargaining Unit's Memorandum of Understanding, to procedures contained in the County's Civil Service Rules or to the jurisdiction of the County Civil Service Commission for any reason whatsoever.



DATED 24 August 2009

**Mendocino County
Management Association**

[Signature]
[Signature]
[Signature]

[Signature] **AUG 31 2009**
JOHN PINCHES, Chair
Mendocino County Board of Supervisors

ATTEST:
Kristi Furman, Clerk of the Board
Mendocino County Board of Supervisors
[Signature]
Deputy

APPROVED AS TO FORM:
JEANINE B. NADEL, County Counsel
[Signature]

County of Mendocino

[Signature]
[Signature]
[Signature]
[Signature]

I hereby certify that according to the provisions of Government Code Sections 26103, delivery of this document has been made.

KRISTI FURMAN
Clerk of the Board
By: [Signature]
DEPUTY

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADOPTING THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN MENDOCINO COUNTY AND THE MENDOCINO COUNTY MANAGEMENT ASSOCIATION

WHEREAS, the Myers-Milias Brown Act requires that units of local governments meet and confer with employee representatives for the purpose of developing wage and fringe agreements; and

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

WHEREAS, these representatives have met and conferred in good faith and have agreed upon interim measures for implementation of a program of Mandatory-Time-Off for the term of July 1, 2009 through and including June 30, 2010; and

WHEREAS, the agreement reached between the parties amends the current Memorandum of Understanding in accordance with the terms and conditions outlined in Attachment "A" (Tentative Side Letter of Agreement); and

WHEREAS, the terms as agreed upon for Mandatory-Time-Off Interim Measures will not have a negative impact on the funding status of the Mendocino County Employees Retirement System as required by Government Code Section 23026;

WHEREAS, the Board of Supervisors of Mendocino County finds this agreement to be proper and suitable;

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors formally approves the amendment to the Memorandum of Understanding, signed by representatives of the Board of Supervisors and by representatives of the Mendocino County Management Association.

The foregoing Resolution introduced by Supervisor McCowen, seconded by Supervisor Colfax, and carried this 31st day of August, 2009, by the following vote:

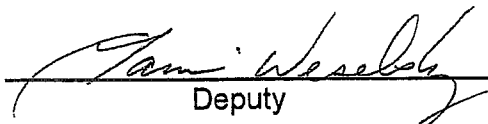
AYES: Supervisors Brown, McCowen, Pinches, Smith and Colfax
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: KRISTI FURMAN
Clerk of the Board



JOHN PINCHES, Chair
Mendocino County Board of Supervisors

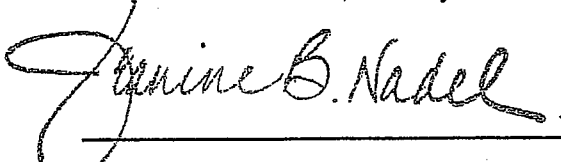


Deputy

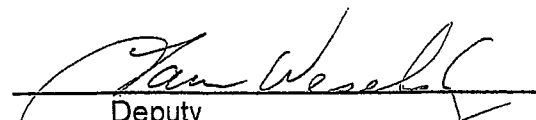
I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
JEANINE B. NADEL, County Counsel

BY: KRISTI FURMAN
Clerk of the Board



Deputy



Deputy