

MEMORANDUM OF UNDERSTANDING
Between

THE COUNTY OF MENDOCINO
AND RELATED AGENCIES



AND

SERVICE EMPLOYEES' INTERNATIONAL
UNION, LOCAL 707

October 1, 2006 - September 30, 2009

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PREAMBLE

This Memorandum of Understanding, hereafter referred to as the "Memorandum" or "MOU" is by and between the Mendocino County Board of Supervisors, hereafter referred to as "the County," and Service Employees International Union Local 707 (SEIU Local 707) [also known as Mendocino County Employees Bargaining Unit /SEIU Local 707 or MCEBU/SEIU Local 707], hereafter generally referred to in this Memorandum as "the Union" or SEIU.

The County and the Union recognize their duty and obligation to comply with the provisions of this MOU and to make every effort toward fully and faithfully carrying out each provision. It is further understood and agreed that this MOU is not binding on the parties hereto until ratified by the Mendocino County Board of Supervisors and MCEBU/SEIU Local 707.

ARTICLE 1. RECOGNITION AND TERM OF MEMORANDUM

1. Recognition

The County of Mendocino acknowledges SEIU Local 707 [also referred to as MCEBU /SEIU Local 707] as the sole recognized employee organization for matters within the scope of representation as defined in the Employee Employer Relations Procedure, for employees in all classifications listed in Attachment B, as such ministerial listing may be amended as the County deems appropriate during the term of the Memorandum.

2. Term

This memorandum shall be in effect only for the period from October 1, 2006 through September 30, 2009. This amendment shall supersede any previous language. However, all other previous and specifically stated terms and conditions of employment shall remain in full force and effect.

ARTICLE 2. DEFINITIONS

1. Non-Application

None of the following definitions are intended to apply in the administration of the County Employee's Retirement Law of 1937, or to the County's Civil Service Ordinance, nor the Rules of the Civil Service Commission.

2. Definitions:

Allocation of Position

The official authorization for a specific position to be utilized by a specific department.

Appointing Authority

The board, commission, group of persons, officer, or person having the power by lawfully delegated authority to make appointment to or removal from positions in the County service.

Base Hourly Rate

The base hourly rate shall be the hourly rate corresponding to the salary step in the salary range to which an employee is assigned.

Break in Service

A break in employment with the County, such as a termination or resignation. A break in service does not occur because an employee is in unpaid status.

Calendar Year

Beginning of pay period one (1) through and including pay period twenty-six (26).

Call Back

When, after scheduled hours of work have ended, and without prearrangement, an employee responds to a call to perform extra work.

Catastrophic Leave

A paid leave of absence due to verifiable, long-term 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.

"Class" or "Class of Positions"

"Class" or "Class of Positions" means a definitely recognized kind of employment in the County service designed to embrace positions having duties and responsibilities sufficiently similar that the same title may be used; the same requirements as to education, experience, knowledge, and ability may be demanded of incumbents; and the same schedule of compensation may be made to apply with equity.

Compensatory Time

Time off with pay to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

County

The County of Mendocino, any of its organizational units or boards and commissions, as administratively determined by the County; may include appointing authority, Board of Supervisors, Chief Executive Officer or a supervisor.

Department

A branch of County government with one or more employees under the charge of a specific individual who is designated as a department head.

Discipline

Oral or written reprimands, suspension without pay, involuntary demotion or discharge, or any meeting with representatives of the County and the employee(s) where the above-mentioned actions are considered.

Emergency Operations

The performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County.

Employee

Any person legally employed by the County and a member of the bargaining unit represented by the Union.

Employee - Extra Help

- Extra-help is a generic term for a non-allocated position used to fill unanticipated, temporary, infrequent or occasional employee needs of a department or the County.
- An extra-help position is at-will. Employees in extra help assignments do not gain seniority or other property rights and are not eligible for other benefits normally associated with a County Civil Service classification.
- Extra-help should not normally be used when the staffing need for a position is regular, scheduled, or routinely anticipated, or is a, frequent, predictable, or constant factor that could be calculated into a department's annual budget request, and could be appropriately assigned to a fully trained permanent or regular employee.

Employee - Permanent Full-Time

An regularly scheduled position that is regularly scheduled for eighty (80) hours of work per pay period. Additional definitions can be found in County Code - Title 3 - Personnel Chapter 3.04. See Article 6, Section 2.A.1

Employee - Permanent Part-Time

An allocated position that is regularly scheduled for less than eighty (80) hours per pay period. If the Board of Supervisors by resolution, after fulfilling meet and confer obligations, designates a standard work week of less than forty (40) hours a week, "part-time" service shall consist of a weekly or pay period schedule which is less than the standard number of hours per week. See Article 6, Section 2.A.2

Employee - Temporary

A temporary position is an extra-help position that is limited in time and scope, usually for a particular project, and frequently of short duration, rarely longer than 6 or 12 months, or is used for an extended period of time to assist on or complete a particular project or assignment that has a clear end or completion date [such as a grant funded project]. See Article 6, Section 2.B.2

Exempt Employee

An employee who, for the purposes of this Memorandum, has been designated by the County not to be covered by the provisions of the Fair Labor Standards Act.

First Full Pay Period (FFPP)

First full pay period (FFPP) after a date is the pay period that begins after, and does not include, that date.

Fiscal Year

Beginning of pay period fourteen (14) through and including pay period thirteen (13) of the next calendar year.

Flextime Work Schedule

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week; but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of their own work schedule in accordance with written arrangements agreed to by the employee and the appointing authority.

Hours Worked

Includes all time spent by the employee while the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County. For the employee, hours worked shall also include all hours that the County knows, or has reason to know, that work is being performed.

Layoff

A reduction in force of County employee(s). The County and the Union may meet and confer on the impact of a layoff. See Civil Service Rules, Rules VI.

Merit Increase

An increase from one pay step to another based on satisfactory performance, progress, and productivity.

Ministerial

In obedience to a lawful order without exercise of personal judgment or discretion.

Non-Exempt Employee

An employee designated by the County to be covered by the provisions of the Fair Labor Standards Act, or an otherwise exempt employee treated as if covered for the administrative convenience of the County.

On-Call

The assignment of employees who are required to be available (e.g. by phone or pager) during non-working hours.

Overtime

Statutory: As defined by law, and applicable to non-exempt employees only, statutory overtime is all hours worked in excess of forty (40) hours in a regular seven (7) day work period.

Non-Statutory: Overtime defined by contract or other agreement.

Pay Date

Employees shall be paid for each hour of pay status, and other compensation, six (6) calendar days after the end of the pay period. If a holiday falls on said day, payment shall be made on the preceding regular County business day.

Pay Period

Fourteen (14) consecutive days starting on Sunday at 0001 hours and ending the second Saturday thereafter at 2400 hours.

Pay Range

The salary range assigned to a specific classification.

Pay Status

Whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

Permanent Position

A position allocated by the Board of Supervisors.

Personal Leave Hours

A negotiated benefit consisting of twenty-four (24) hours of leave with pay per calendar year that must be used in accordance with this Memorandum.

Personnel File

The official employee personnel record maintained by the County. Guidelines related to the personnel file and circulated by the Human Resources Department are to foster good communications but shall not be considered a part of this Memorandum.

Position

A group of current duties and responsibilities assigned or delegated by competent authority, requiring the full or part-time services of one person.

Probationary Employee

An employee who is serving a probationary period as provided in the Civil Service Rules.

Probationary Period

A period that is used for the adjustment and evaluation of a newly appointed or reassigned employee as provided for in the Civil Service Rules.

Promotion

The reassignment of an employee from a position in one class to a position in another class that is allocated to a higher salary on the salary range.

Reassignment

The assignment of an employee to a new position or location within the same classification and department.

Reprimand

A written warning that failure to correct a specific deficiency, or deficiencies, which may result in further disciplinary actions, including but not limited to; suspension without pay, demotion in classification, reduction in base salary, or termination from County employment.

Salary

A payment of money for labor or services on an hourly basis in accordance with this Memorandum.

Salary Range

The salary level for any given classification. The salary range shall consist of salary steps, each five percent (5%) apart.

Separation

The termination of employment of an individual.

Skelly Hearing

A pre-disciplinary hearing.

Standby

See On-Call.

Steward

An individual employee designated by the Union to represent the Union, or employees in the workplace.

Temporary Position

Any position which is temporary, seasonal or intermittent in nature.

Transfer

A transfer is either (1) the lateral movement of an employee to an assignment in the same classification in a different department, or (2) the lateral movement of an employee from a position in one class to a position in another class in the same salary range. See Article 3, Section 3.14.1.

Union

SEIU Local 707.

Voluntary Time Off

A voluntary pledge by an employee to reduce work hours without a corresponding loss in benefits or service time.

Work Day

A twenty-four (24) hour period containing a specified number of hours of work (normally 8, 9, 10, or 12 consecutive hours of work) and normally interrupted by a meal break.

Work Period

The determination by the County of the fixed, regularly recurring period of 168 consecutive hours.

Work Schedule

The determination by the County of an employee's specific workdays, workweeks, work periods and work shifts, established on a regular, ongoing basis.

Work Shift

The hours an employee is scheduled to work within a regular or split workday.

Work Week

All County employment is based on an employee being in pay status for forty (40) hours per week, or such other number of hours as the Board of Supervisors may designate by resolution. The usual County work week for all employees shall be computed from 0001 hours Sunday through 2400 hours the following Saturday (i.e., midnight Saturday through midnight Saturday) for pay purposes; provided however, that the work week for any employee may be changed to a different work week by resolution of the Board of Supervisors after the meet and confer obligation has been satisfied.

ARTICLE 3. EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. Definition of Employee Rights

Employees represented by the Union shall have the following rights pursuant to Government Code §3500 et. seq.:

- A. Employees of the County of Mendocino shall have the right to form, join, and participate in activities of labor organizations of their choosing.
- B. Employees have the right to be represented by the Union in all matters within the scope of representation.
- C. Employees shall have the right to refuse to join or participate in the activities of employee organizations.
- D. Employees shall have the right to represent themselves individually in their employment relations with the County without the intervention of an authorized employee organization if such representation is not inconsistent with the terms of a current memorandum. Individual employees are not authorized to change the provisions of the Memorandum.
- E. Employees have the right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of their department head, supervisor, other employees, or employee organizations, with respect to the employee's membership or non-membership in any employee organization, or with respect to any lawful activity associated therewith which is within the scope of representation.

2. Employee Conduct

Employees are expected to conform to the standard of conduct expected of public employees and are expected to refrain from activity which is in violation of federal, state, or county law, or the County Employer-Employee Relations Policy.

3. Mandatory Training

Employees who participate in County-mandated supplemental education programs shall either be assigned to such programs during their regular working hours, or be compensated for such training and travel time in accordance with FLSA procedures.

4. Orientation Training

Upon the request of an employee, at the time the employee is originally appointed or promoted, the County shall make a good faith effort to provide intensified orientation on specific job functions.

5. Personnel Files

A. Inspection of Personnel Files

The County and the Union agree that the official personnel records are not subject to public inspection, except in accordance with law. Except as restricted by law or provided below, employees shall have the right to inspect and review their official personnel records (relating to their performance as an employee, which is kept or maintained by the County). Information records and materials kept separately by the employee's supervisor are not part of the official personnel file and have no official standing by themselves in disciplinary actions. Supervisory notes and informal correspondence are not to be entered into the employee's official personnel file until they have been seen and signed by the employee or witnessed that the employee has been given a copy for review.

The County shall provide an opportunity for the employee to respond in writing to any information placed in their official personnel record about which the employee disagrees. The response shall become a permanent part of the employee's official personnel record. The response shall fully describe the circumstances surrounding the issues(s) with which the employee disagrees, and it shall include a statement of facts, supportive documentation, and/or witnesses. An employee wishing to respond shall be responsible for providing the written response within thirty (30) calendar days, to be included as part of the employee's permanent personnel record.

The contents of employee personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

Pre-employment physical records are not considered as part of an employee's personnel file.

B. Records That Cannot Be Reviewed

Notwithstanding any other provisions of this Article, the County and the Union agree that an employee is not entitled to inspect, review, or copy such documents as reference letters, background investigations, and records pertaining to investigation of a possible criminal offense, or other legally privileged records.

C. Consent for Union Representatives to Review Records

Should an employee wish to have a Union representative review the employee's own personal records, the employee will provide the Union representative with a signed, dated letter indicating the employee's consent to have the employee's records reviewed. The Union representative shall present said consent letter to Human Resources Director or designated representative, prior to reviewing the employee's records. Authorization shall be valid for sixty (60) calendar days from the date of signature.

The County Human Resources Department shall keep the official personnel records of all employees.

D. Right to Review Adverse Comments

No employee shall have any comment adverse to the employee's interest entered in the employee's official personnel records file which may be used for disciplinary action, without the employee having first read and signed or initialed the document containing the adverse comment; except that such entry may be made if, after reading the document, the employee refuses to sign or initial it. Should an employee refuse to sign or initial the document, that fact shall be noted on the document and signed or initialed by the supervisor. In the event an employee is not available due to resignation, termination, or leave of absence longer than thirty (30) days to read and sign or initial the document, a copy of the document with a notation stating "cc: Personnel file" will be mailed to the employee's last known address. For purposes of this Section, "Adverse" shall refer to comments critical of any aspect of the employee's performance of job duties.

E. Right to Seal Letter of Reprimand

An employee has the right to request in writing that a letter of reprimand be sealed within the employee's personnel file if two (2) years have elapsed from the date of reprimand and there has been no recurrence of the issue contained in the reprimand.

The Human Resources Director shall review the request and within fourteen (14) calendar days render a decision on the request. Should the employee disagree with the decision of the Human Resources Director, the employee has the right to pursue a remedy through the grievance procedure at Step 4.

F. Copies of Personnel Files

All personnel records are, and remain, the property of the County. At the employee's request, the employee shall be provided one copy of any document placed in the employee's file, except for employment applications. An employee must specify the documents that are requested for copying and shall pay the standard County copying fee.

6. Performance Evaluation

The County reserves the right to determine the method, the means, and the timing or necessity for employee performance evaluations, subject only to the following provisions:

- The employee's immediate supervisor shall formally evaluate an employee at least annually. Evaluation factors shall be job-related. Performance deficiencies, if any, and necessary corrective actions will be documented in formal evaluations. Evaluations shall include space for employee comments. An employee's signature on a performance evaluation indicates receipt of the evaluation only and is not to be construed as an agreement of the evaluation, or comments made by the evaluator.
- An employee serving a probationary period shall be evaluated after the completion of five (5) months and eleven (11) months. An appointing authority may require the evaluation of an employee at such other times, as he/she feels appropriate.
- The appointing authority, or designee, shall arrange for explanation and discussion of the evaluation with the employee. The employee may make written comments regarding the evaluation that shall be attached to the evaluation, which shall be placed in the employee's personnel file.
- Should the employee choose to submit a written response to the evaluation, the appointing authority shall reply to the employee's concern in writing and may modify the evaluation.

A. Right to Representation

When disciplinary action is indicated during the performance evaluation, the employee has the right to representation.

7. Conflict of Interest

Each bargaining unit employee who is affected shall be furnished with a copy of the Conflict of Interest Code adopted for the department in which the employee serves. The County Clerk shall maintain forms for statements required of bargaining unit employees by the conflict of interest provisions of the Political Reform Act of 1974 and Conflict of Interest Codes adopted there under.

8. No Discrimination

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without unlawful discrimination as to age, sex, gender, race, color, religious creed, national origin, physical or mental disability, sexual orientation, political affiliation, or any other consideration made unlawful by federal, state, or local law. The parties agree that the prohibition against sexual discrimination includes sexual harassment. The County and the Union shall equally share the responsibility of the application of this provision, or any other considerations made unlawful by federal, state, or local law.

9. Equal Employment Opportunity/Affirmative Action

The County of Mendocino has adopted an Equal Employment Opportunity/Affirmative Action Policy Statement that shall govern any and all actions arising from employment discrimination matters. An employee may elect to utilize this policy or the grievance procedure to address a complaint of discrimination.

A. Equal Employment Opportunity/Affirmative Action Program Policy Statement

The County of Mendocino is an equal opportunity employer and is committed to an active Equal Employment Opportunity/Affirmative Action Program (EEO/AAP). It is the stated policy of the County of Mendocino that all employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religious creed, ancestry, national origin, age, sex, marital status, medical condition, disability, physical handicap, or any other consideration made unlawful by federal, state, or local law. All such discrimination is unlawful.

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, regardless of the above identified bases. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., are also administered without discrimination. Equal Employment Opportunity/Affirmative Action Program (EEO/AAP) will be promoted through a continual and progressive EEO/AAP.

The objective of an EEO/AAP is to ensure non-discrimination in the employment and, wherever possible, to actively recruit and include for consideration for employment, minorities, women, and the physically handicapped.

To comply with applicable laws ensuring equal opportunities to qualified individuals with a disability, Mendocino County will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee; unless undue hardship would result.

Any applicant or employee who requires special accommodations to perform the essential functions of the job should contact the Human Resources Department and request such accommodations. The individual with a disability should specify what accommodation he/she needs to perform the job. The County will conduct an investigation to identify the barriers that make it difficult for the applicant/employee to have an equal opportunity to perform his/her job. The County will identify possible accommodations, if any, which will eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the County will make the accommodation.

The Human Resources Director has been designated EEO/AAP Coordinator. Inquiries concerning the application of federal and state laws and regulations should be referred to him/her. If you believe you have been subjected to any form of unlawful discrimination, provide a written complaint to the Human Resources Director as soon as possible. Your complaint should be specific and should include name(s) of individual(s) involved and the name(s) of any witnesses. The County will take immediate action to make an effective, thorough, and objective investigation, and attempt to resolve the situation. The coordinator is responsible for administering program progress and initiating corrective action when appropriate. All personnel actions are monitored and analyzed to ensure the adherence of this policy. Regular annual reports are submitted to the Human Resources Director for review and evaluation of progress.

If it is determined that unlawful discrimination has occurred, effective remedial action will be taken, commensurate with the severity of the offense. The action taken by the County to remedy the situation will be made known to you, and the County will not retaliate, nor permit retaliation against you for filing a complaint.

To achieve the goals of our EEO/AAP, it is necessary that each member of this organization understand the importance of the program and his/her individual responsibility to contribute toward its maximum fulfillment.

10. Americans With Disabilities Act

Mendocino County will comply with all relevant Federal and State statutes, Fair Employment and Housing Agency (FEHA) provisions and applicable provisions of the Americans With Disabilities Act (ADA). The EEO/AAP policy adopted by the Board of Supervisors (3.9.1 above) contains appropriate language to insure protection for ADA-qualified individuals.

11. Discrimination in Employment Prohibited

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Memorandum may be waived in order for the County to avoid discrimination.

The Union recognizes that the County has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

A waiver may be granted for any provision of this Memorandum in order to undertake required accommodations for an individual protected by the Act. The County will provide the Union with notice of its intent to waive the provision.

12. No Discrimination Based on Union Activity

Provisions of this Memorandum shall be equally applied to all employees in the bargaining unit without discrimination based on Union activity. Except as otherwise provided in this Memorandum, disputes under this Article shall be subject to Article 19 (Grievance Procedure).

13. Employee Liability

Division 3.6 of Title I of the Government Code establishes a County employee's liability for acts or omissions within the scope of employment and the County's obligation to indemnify and defend County employees for claims against them arising from those acts.

The County and County employees recognize their respective rights and obligations under these provisions of these laws as they exist at this time, and as they may be amended or given final, binding judicial interpretation.

14. Reassignment / Relocation

Assignment of job duties is a management right. It is the sole discretion of a department head to assign employees to job duties within the scope of their classifications or as emergency conditions require, in a manner to effectively carry out the functions of the department and service to the public.

The County and the Union recognize that reassignments may occur in the fulfillment of these functions.

However, in the furtherance of fairness to employees, creating better service to the public, and better communications and morale, the County agrees that in the absence of agreement by the employee, the County will provide the following information to an affected employee, prior to initiating a reassignment that requires the relocation of an employee to a facility more than 25 miles from their current job site:

- Provide ten (10) days written notice; and
- Provide a brief statement of the reasoning behind the decision, including readily identifiable County or departmental interests, missions, goals or organizational needs met by the relocation.

A. Transfers

- 1) A transfer may be initiated by either the employee's application, or the request and agreement of the departments involved.
- 2) The Human Resources Director must authorize movement to a different classification.
- 3) An employee transferring from one classification to a different classification in the same grade assignment must meet the positional qualifications and be able to effectively carry out the duties of the different classification or position [including any particular skills or duties - such as bilingual ability or evening work - assigned to the particular position].

15. Meet and Confer Release Time

Release time for the purpose of meet and confer shall be provided for five (5) employee members of the Union's bargaining team. Release time shall be limited to that which is statutorily required under MMBA (time spent at the negotiations table, in caucus with bargaining team, travel time, and in mediation and fact finding sessions).

Release time for meet and confer shall be limited to the normal work shift hours of employee negotiators. Time spent in the meet and confers process outside the employee negotiator's normal work shift hours shall not be compensated.

16. Access to County Policies and County Code

Employees will have access to the following set of documents at every County work site where five [5] or more members of this bargaining unit are assigned:

- EERP [Employer-Employee Relations Policy];
- Civil Service Rules;
- County of Mendocino Policy Manual;
- Title 3 of the County Code [dealing with personnel and employee matters];
- Safety Manual;
- County of Mendocino Emergency / Disaster Evacuation Plan Policy and Procedures;
- A current copy of the SEIU Memorandum of Understanding [to be provided by the Union];
- Discrimination/Harassment Complaint form; and
- FMLA, CFRA and Pregnancy Leave Request forms, and ADA Accommodation Request forms.

Within reasonable limitations, employees will be permitted to copy, print, or electronically download portions of these documents, policies and Title 3 [job-related portions] of the County Code free of charge.

Employees may request and receive by interdepartmental mail, within reasonable limitations, a copy of portions of the above referenced documents, policies and Title 3 of the County Code, free of charge from their department.

ARTICLE 4. UNION RIGHTS AND RESPONSIBILITIES

1. Recognized Right to Represent

The Union and its authorized representatives have the recognized right and responsibility to represent all members of the bargaining unit on all matters within the scope of representation. Employees have the right to represent themselves in accordance with Government Code § 3500 et. seq.

2. Right to Reasonable Notice

The Union has the right to be given reasonable written notice of any new or proposed amendment to any ordinance, rule, resolution, or regulation that is directly related to matters within the scope of representation.

3. Employee Contact

Subject to prior approval of the appointing authority or designee, Union-paid staff and Union stewards are permitted to meet with a represented employee during the employee's work hours on matters within the scope of representation. With the prior approval of the appointing authority or designee, investigation of grievances or pre-disciplinary investigations may be conducted on an employee's work time. Such meetings shall be held in non-public work areas, except that a Union staff member or steward may observe work being performed in public work areas. Requests to meet for the above purposes shall not be consistently or unreasonably denied.

4. Meetings for Other Purposes

Unless otherwise agreed to by the appointing authority or designee, meetings with employees for purposes other than those specified shall be conducted on the employees' own time (rest breaks, meal periods, before or after work).

5. Meeting Space

Upon request of the Union, the County may provide meeting space outside working hours, provided such space is available and the Union complies with all departmental rules and policies of the Board of Supervisors. Request for use of facilities shall be made in advance to the appointing authority or designee and will indicate the date and time of the meeting and facilities needed. The appointing authority shall notify the Union at the time of the request of any charges that are appropriate to offset the costs of such use.

6. Communications

The County's interdepartmental messenger service and- where available - its e-mail system may be used for individual Union-oriented communication between employees who are represented by the Union and between the paid staff of the Union and such employees.

The Union understands that the continuance or discontinuance of the interdepartmental messenger service and its e-mail system is a matter within the sole discretion of the County, and that not all work locations or employees have e-mail or Internet access. This section does not create a duty to provide e-mail or Internet access to any employee.

The Union agrees to indemnify, defend, and hold harmless the County and its officers, agents, and employees from any claim liability or damage arising out of this provision.

7. Bulletin Boards

The County will furnish adequate bulletin board space measuring approximately 36 x 48 inches for the exclusive use of the Union. Both parties recognize there might be locations where a bulletin board of lesser size may be required. Bulletin boards shall be located in mutually acceptable areas and shall, when possible, be out of plain view of the public. The County shall install new bulletin boards in areas where the Union and the County agree that they are required, with the Union supplying the bulletin boards or reimbursing the County for the cost of the board(s). All materials to be posted on said boards shall be in good taste, strictly impersonal in nature, and limited to the legitimate and lawful business of the Union. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Union.

A. Bulletin Board Content

Nothing shall be placed on bulletin boards that do not meet the above-mentioned criteria. In the event that the appointing authority believes that posted material violates the above criteria, they shall meet with a representative of the Union, preferably the steward whose initials appear on the material, to attempt to resolve the dispute. If the dispute is not resolved, the appointing authority and a Union representative shall then refer the matter to the Human Resources Director. If the Union is not satisfied with the decision of the Human Resources Director, the matter shall then be referred to the Chief Executive Officer (or designee).

8. Notice of New Employees

The County shall provide the Union with the names and departments of new employees on a monthly basis.

The information provided the Union shall be kept confidential.

9. New Employee Information and Orientation

Each new employee in a represented classification shall be given a written statement notifying him or her that the Union is the recognized employee organization for their classification. This statement shall include a space for the new employee's name, signature, and authorization to release their mailing address to the Union. The content and the form of this written statement shall be by mutual agreement between the County and the Union. Each new employee shall receive a copy of the Union's standard introductory packet, copies of which shall be provided by the Union.

10. Employee Lists

The County will provide the Union with a monthly data run of all represented employees showing each employee's name, department and section code, job classification, and employee status. The Human Resources Director and the Union's president or designee, may agree to reasonable modifications to the employee information to meet, if possible, the representational needs of the Union. The Union recognizes the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum; nor to allow others to use the information for commercial gain; nor in a manner that would violate those rights. With respect to this contractual commitment, the Union agrees to indemnify, defend, and hold harmless the County, its officers, employees and agents from any claim, liability or damage arising from the Union's breach of its duty under this Memorandum.

11. Contact by Union

A Union steward or business agent shall be entitled to contact all newly-hired employees for the purpose of providing the new employee with information about the Union. These activities shall be conducted on the Union steward's and the newly hired employee's own time and shall not interfere with the conducting of County business.

12. Union Stewards

The Union may designate Union stewards among employees in all bargaining units represented by the Union. Union stewards have the right and obligation to represent and assist individual employees as provided for in this Memorandum. The Union will provide the County's Human Resources Director with a current and updated list of Union stewards. The County's Human Resources Director will notify department heads that have designated stewards in their departments.

The Union and the County agree that initial training for stewards will include the training of management representatives.

For the purpose of this Section, the term "discipline" shall be as defined in Article 2 of this Memorandum.

Duties required by the Union of its stewards, with the exception of attendance at formal meetings with the County, supervisory personnel, and/or aggrieved employees arising out of a pre-disciplinary investigation, or any meeting under the grievance procedure, shall not interfere with the Union stewards' or other employees' regular work assignments. No steward may leave duty or work for purposes of Union representation without the specific approval of the steward's supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied. The Union's request for release time shall not be made capriciously or arbitrarily and time demands for work on Union activities, or on any one employee, shall be within reasonable limits.

All time for the above recognized steward activity would be paid release time.

The Union and County agree that employee performance evaluation, or other meetings that do not include a discussion of discipline, will not create a right for steward representation or assistance at the meeting.

While the Union is free to choose its stewards from employees, it agrees that the number of stewards from any one department, division, or work area will not hinder effective working relationships or productivity and delivery of County services. Neither the County nor the Union shall interfere with, intimidate, coerce, or discriminate against employees or Union stewards for exercising their rights as granted under Government Code § 3502.

Section 3502 grants employees the right to form, join, and participate in the activities of an employee organization of their own choosing for the purpose of representation for all matters of employer-employee relations. They shall also have the right to refuse to join or participate in the activities of the Union and shall have the right to represent themselves individually in their employment relations with the County. (Note that the courts have held that the employee's right of self-representation is limited to a "right to be heard," to express their personal concerns through a grievance, or other existing appeal or communications procedure, and is not an enforceable right to meet and confer.)

The County and the Union recognize that the above language does not, and is not intended to grant additional protections that are not inherent under Government Code § 3502.

13. Dues Check Off Deductions

The County agrees to deduct all Union dues, member benefit program costs, insurance premiums, and assessments from the pay of those employees who have authorized that such deductions be made. The amounts deducted shall be remitted promptly to the Union, or its designees, with an alphabetical list of the employees from whom the deductions were made. The Union agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claim, liability, or damage arising from this provision.

14. Payroll Deductions

The Union shall have six (6) input deduction screen fields available at no cost for payroll deductions for programs or purposes sponsored by the Union and approved by the County. Any additional input screen fields needed by the Union during the stated duration of this Memorandum are subject to a service charge.

15. Union Release Time Bank

The County will grant a combined maximum of 160 hours of release time per fiscal year, with a maximum of 24 hours for any one employee per fiscal year, to be paid for by the Union, deducted from employee vacation, CTO or personal leave time, or deducted from a bank established from donations of vacation, CTO or personal leave time. The County will match the first 40 hours of time donated by employees to the bank. The County's contribution of 40 hours is restricted in its use to the training of Union Stewards to improve the handling of grievances and disciplinary issues. At no time shall deductions from the bank be allowed in excess of donated hours.

Upon request from the Union manager or designee, the County may authorize release time for Union Stewards and Officers to attend meetings and training not otherwise covered in this Memorandum of Understanding. The Union shall specify in the request whether the time to be used will be paid time or unpaid time. The Union shall provide a monthly reporting to the Human Resources Director including the names and hours used by employees during County work hours. In all cases release time shall not unreasonably interfere with a department's operation, and Union members shall secure permission from their supervisors before leaving work assignments. Requests for release time shall not be unreasonably denied.

ARTICLE 5. MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. Definition of Management Rights

Subject to applicable laws, it is the exclusive right of the County to determine the purpose or mission of each of its constituent departments, boards, and commissions; set standards of service to be offered to the public; and exercise control and discretion over its organization and operations. It is also the right of the County to direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; determine whether goods or services shall be made, purchased, or contracted for; and determine the methods, means, and personnel by which the County's operations are to be conducted. The County has the right to take all necessary actions to maintain uninterrupted service to the community, provided that the exercise of these rights does not preclude employees or their representatives from meeting and conferring with the County on the impact of County actions on matters within the scope of representation pursuant to Government Code § 3500 et. seq. and applicable law.

2. Management Conduct

Management is expected to conform to the standard of conduct expected of public employees and is expected to refrain from activity which is in violation of federal, state, or county law, or the County Employer-Employee Relations Policy.

ARTICLE 6. HOURS AND OVERTIME

1. Application

This Article is intended only as a basis for outlining standards for hours of work, work schedules, and a basis for calculating overtime payments. Hours specified under types of employment indicate a commitment by the County to minimum and maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

2. Definition of Types of Employment

A. Permanent Types of Employment with the County.

- 1) Full-Time: An allocated position that is regularly scheduled for eighty (80) hours of work per pay period. Additional definitions can be found in County Code - Title 3 - Personnel Chapter 3.04.
- 2) Part-Time: An allocated position that is regularly scheduled for less than eighty (80) hours per pay period. If the Board of Supervisors by resolution, after fulfilling meet and confer obligations, designates a standard work week of less than forty (40) hours a week, "part-time" service shall consist of a weekly or pay period schedule which is less than the standard number of hours per week.

B. Non-Permanent Types of Employment with the County.

1) Extra-Help:

- Extra-help is a generic term for a non-allocated position used to fill unanticipated, temporary, infrequent or occasional employee needs of a department or the County.
- An extra-help position is at-will. Employees in extra help assignments do not gain seniority or other property rights and are not eligible for other benefits normally associated with a County Civil Service classification.
- Extra-help should not normally be used when the staffing need for a position is regular, scheduled, or routinely anticipated, or is a, frequent, predictable, or constant factor that could be calculated into a department's annual budget request, and could be appropriately assigned to a fully trained permanent or regular employee.

2) Temporary:

- A temporary position is an extra-help position that is limited in time and scope, usually for a particular project, and frequently of short duration, rarely longer than 6 or 12 months, or is used for an extended period of time to assist on or complete a particular project or assignment that has a clear end or completion date [such as a grant funded project].

3. Work Schedules

The County reserves the right to establish and modify work schedules after meeting and conferring with the Union.

4. Flex-Time Schedule

The County reserves the right to utilize a flextime schedule. An employee and the employee's appointing authority must agree to the assignment to flextime. Employees assigned to a flex-time schedule will be eligible for compensation for overtime when required by law or when the employee's pay status hours exceed forty (40) in the employee's regular seven (7) day work period or in excess of a normal full-time daily work shift. The County reserves the right to discontinue the flextime schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

5. Posting of Work Schedules

For the convenience of employees, changes in normal work schedules will be posted in advance.

6. Changes of Schedule

Except when operational emergencies arise, notice of a change in an employee's work schedule – other than for changes caused by a transfer, re-assignment or promotion- will be given to an affected employee not less than five [5] calendar days prior to the effective date of the schedule change.

Lunch time may be assigned by the department or supervisor any time from three [3] to five [5] hours after the start of the employee's shift or work day, and does not require a five day notice to change, unless the employee has notified his or her supervisor of a scheduled appointment that cannot be timely changed on short notice.

An employee may agree to any schedule change – and waive any notice requirement.

Unless the change in schedule has been requested or waived by the employee, failure to give the five [5] calendar days notice to a full-time employee shall entitle the affected employee to compensation equaling one-and-one-half (1½) times the employee's base hourly rate for all hours actually worked on the new schedule which are exclusive of the old schedule until five [5] calendar days notice has been achieved. However, for each such hour worked that constitutes statutory overtime, compensation shall be based on the regular rate of pay so that one-and-one half (1½) time is not compounded upon one-and-one-half (1½) time.

7. Overtime

It is the policy of Mendocino County to avoid the necessity for overtime whenever possible. When overtime work is necessary to provide County service, such overtime shall be compensated as provided below. Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime.

No employee shall work overtime unless authorized by the employee's designated supervisor.

After the twelfth consecutive hour, no employee shall be required to work mandatory overtime.

A. Statutory Overtime

Statutory overtime for the non-exempt employee is defined as all hours worked in excess of forty (40) hours in a regular seven (7) day work period, or all hours worked in excess of a normal full-time daily work shift.

B. Non-Statutory Overtime for the Non-Exempt Employee

Non-statutory overtime for non-exempt employees is defined as hours in pay status in excess of forty (40) hours in a seven (7) day work period or hours in pay status in excess of the normal full-time daily work schedule established by the appointing authority, or any other circumstance except Article 6.7.A, where overtime pay is provided for non-exempt employees elsewhere in this Memorandum. Except for the Elections Department, overtime is also defined as hours actually worked on the seventh consecutive full (8, 9, or 10) hour day and any consecutive full (8, 9, or 10) hour days worked thereafter; however, individual employees may waive such overtime with the consent of the Union.

8. Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth above may apply with respect to a particular unit of time.

9. Assignment of Overtime

Employees who wish to work discretionary overtime may notify the supervisor in writing of their availability.

In non-emergency situations, the department head or designee will assign overtime to employees on the availability list, on a rotating basis, with as much advance notice as is reasonably possible.

Except in emergency operations, or in the Election's Division of the County Clerk's Department during an election, no bargaining unit employee shall be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period.

The department may consider such factors as – but not limited to – location of work assignment, the type of work activity, level of supervision needed by the employee, the skills needed to perform the work, and availability of the employee.

The “availability list” will include all employees who request to be on said list, who meet the minimum job requirements, and who are routinely assigned to duties similar to those required in the overtime assignment.

When an overtime assignment is accepted, the County shall indicate the method of payment. (i.e. cash or compensatory time off).

Overtime in the Department of Transportation will routinely be assigned first to the appropriate Yard Supervisor, who has been assigned a vehicle for the purpose of responding to emergencies. Additional personnel needed after the initial response and assessment by the Yard Supervisor will be assigned in accordance with the overtime provisions above.

10. Overtime Compensation for Non-Exempt

All overtime shall be earned at the rate of one-and-one-half (1-½) hours for each one overtime hour worked. Overtime compensation for non-exempt employees will be payable with compensation for the pay period in which the regular workweek ends or later as permissible by law.

Non-exempt employees shall be compensated for overtime earned either in cash or as compensatory time off. Statutory overtime shall be compensated in accordance with law utilizing all permissive credits. Non-statutory overtime earned shall be compensated either in cash or as compensatory time off.

11. Compensatory Time Off (CTO)

A. Approval for Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's appointing authority. The appointing authority shall attempt to schedule such time off at the time agreeable to the employee.

B. Cash Pay Only

When forty-eight (48) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked.

Unused CTO shall be paid out in pay period 13. Notification of pay out date shall be provided to all employees upon hire.

C. Payment at Separation

Each employee who is separated from County service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation, or in accordance with law.

12. Rest Period

Each department head shall grant rest breaks to employees, except where unusual operational demands prevent a rest break. Rest breaks will not be unreasonably or consistently denied. The rest period shall not exceed fifteen (15) minutes in any four (4) consecutive hours of work and shall be considered as time worked.

13. Duty-Free Meal Period

Employees shall be granted a duty-free meal period during each work shift that exceeds six (6) consecutive hours. The duration of the meal period may be not less than thirty (30) minutes nor greater than sixty (60) minutes and will be scheduled as near to the middle of the work shift as reasonably possible. Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked.

14. Non-Duty-Free Meal Period

Notwithstanding Article 6.13 above, in those special circumstances where the County determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the appointing authority, the employee shall be assigned to a non-duty-free meal period which shall be considered time worked. If the County plans to take action under this Article, the department shall give the affected employee(s) advance written notice and provide an opportunity for the affected employee(s) to discuss the issue with the appointing authority before final action is taken.

15. Call Back

An employee who is not assigned to on-call status and is called back to work shall receive compensation for a minimum of three (3) hours worked.

16. Fair Labor Standards Act

The parties agree to comply with the current federal law known as the Fair Labor Standards Act (FLSA) and to meet and confer thereon as necessary during the term of this Memorandum on matters within the scope of representation for the purpose of implementing the Act as may be required by federal law or executive order or amending any ordinances, resolutions, policies, rules, regulations, or procedures necessitated by, or impacted by FLSA requirements. In addition, the parties shall comply with any amendments to the current FLSA that may occur and may be effective during the term of this Memorandum, as well as all decisions by any agency of competent jurisdiction that has superseding authority to interpret and enforce the law.

**ARTICLE 7. SALARY AND SALARY UPON STATUS CHANGE
[Incorporating 8/3/07 Side letter defining FFPP, etc]**

1. Salary Increase

2006-07

Effective the first full pay period beginning December 31, 2006, each classification represented by SEIU and covered by this MOU [listed in Attachment C or as amended] shall have its salary range increased by three percent (3%).

2007-08

Effective the first full pay period after January 1, 2008, each classification represented by SEIU and covered by this MOU [listed in Attachment C or as amended] shall have its salary range increased by three percent (3%).

2008-09

Effective the first full pay period after January 1, 2009, each classification represented by SEIU and covered by this MOU [listed in Attachment C or as amended] shall have its salary range increased by three and one-half percent (3.5%).

Attachment C shall be revised and annually reviewed and amended to incorporate any changes in the regular Civil Service classifications assigned to or represented by SEIU.

A. Salary Range

Effective July 1, 2007, the salary grade chart will be updated in the following manner:

- Internal alignment for all positions will have been reviewed and revised
- External alignment will have been surveyed and will be taken into account as part of internal alignment

B. Salary Range Increase

Effective July 1, 2007, all SEIU salary ranges will be increased by 5%.

Effective July 1, 2007, the 5% increases in steps will be implemented on a rolling basis as follows:

- New Step 1 is a 12-month step
- Incumbents in Former A Step move up to new Step 1 and will receive a new merit date of July 1, 2007.
- Incumbents in Former B Step move laterally to new Step 1 and retain their original annual merit date.
- Incumbents in Former C Step move laterally to new Step 2 and retain their original annual merit date.
- Incumbents in Former D Step move laterally to new Step 3 and retain their original annual merit date.
- Incumbents in Former E Step for less than 12 months move laterally to new Step 4 and retain their original annual merit date.
- Incumbents in Former E Step for 12 months or more move up to new E Step and retain their original annual merit date.
- Incumbents in classifications that move to a higher pay grade move to the same step at the new level that they were in at the former level, and retain their original annual merit date.
- Subsequently, staff will advance to the next step on the merit date with an evaluation of satisfactory or better.

2. Salary Surveys

Upon Union ratification and Board approval, the parties shall establish a survey jurisdiction comprised of the following agencies:

- City of Ukiah
- City of Santa Rosa
- El Dorado County
- Humboldt County
- Lake County
- Napa County
- Nevada County
- Sonoma County
- Sutter County
- Yolo County

A. 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.

B. Survey Market Adjustments

No 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% adjustment
- 15% and greater = 3.5% adjustment

3. Salary Plan Administration

The salaries or rates of compensation prescribed are fixed on the basis of full-time service in full-time positions, unless otherwise designated.

4. Merit Increase

Upon progress and productivity, employees may be considered for increase from one step in the salary range to the next step in the salary range according to the following plan:

- The letters 1 (A), 2 (B), 3 (C), 4 (D), and 5 (E) (*letters in parentheses indicate former step identification*), respectively, denote the various steps in the pay range. Each step represents a five percent (5%) increase in salary above the previous step.
- Step 1 (A) shall be paid upon initial employment except when a higher step in a salary range is authorized under Article 7.6 of this Memorandum.
- Step 2 (B) shall be authorized upon receiving an overall rating equivalent to satisfactory, or above, after completion of twenty-six (26) pay periods of employment at Step 1 (A). Effective July 1, 2007, Step 2 (B) shall be authorized upon receiving an overall rating equivalent to satisfactory, or above, after completion of twenty-six (26) pay periods of employment at Step 1 (A).
- Step 3 (C) shall be authorized upon receiving an overall rating equivalent to satisfactory, or above, after completion of twenty-six (26) pay periods of employment at Step 2 (B).
- Step 4 (D) shall be authorized upon receiving an overall rating equivalent to satisfactory, or above, after

completion of twenty-six (26) pay periods of employment at Step 3 (C).

- Step 5 (E) shall be authorized upon receiving an overall rating equivalent to satisfactory, or above, after completion of twenty-six (26) pay periods of employment at Step 4 (D).
- Nothing in this section should be construed to prevent any pay for performance strategies.

A. Merit Increase Not Automatic

Advances in pay shall not be automatic upon completion of the periods of service outlined herein, and all increases shall be made only upon the written approval of the appointing authority. Written approval, plus a current evaluation, must be submitted to the Human Resources Department not later than ten (10) days after the proposed effective date.

B. Missed Merit Increase

If the merit increase does not become effective on the proposed effective date, due to an error or oversight in initiating or processing the approval for an advance in pay for which an employee may be otherwise eligible, the employee may report these facts in writing to the department head with a copy to the Human Resources Department within forty-five (45) days of the first pay period following the effective date. The proposed increase shall be made effective retroactive to the proposed effective date.

C. Denial of Merit Increase

In the event a merit increase is denied, the affected employee shall be re-evaluated within three (3) months of the initial denial of the merit increase.

A department head shall grant a merit increase to an employee who has received an overall rating equivalent to satisfactory, or above.

In accordance with these rules, a department head shall withhold a merit increase for an employee whose work performance has received an overall rating that is less than satisfactory.

1) The department head shall notify the affected employee and the Human Resources Director of the decision to deny a merit increase.

- (a) The department head shall endeavor to provide the employee and the Human Resources Director notice of this decision to deny a merit increase, at least ten (10) days prior to the date on which the employee is eligible for the merit increase.
- (b) Denial of a merit increase must be supported by a performance evaluation and include a corrective action plan.
- (c) In the event a merit increase is denied, the affected employee shall be re-evaluated within three (3) months of the initial denial of the merit increase, and periodically thereafter, if appropriate for the corrective action plan.

2) If an employee is denied a merit increase, the employee has a right to meet with the department head and ask for reconsideration of the denial.

- (a) During this meeting the employee has a right to discuss the merit increase denial, his or her evaluation, and the department's corrective plan.
- (b) The employee may have a representative present during this meeting.
- (c) This meeting is not an evidentiary hearing, nor can the decision of the department head to deny a merit increase be appealed or grieved, except for grounds that would otherwise exist under this Memorandum or law.

5. Pay Range Revision

When a pay range for a given class, or for several classes, is revised upward or downward, the incumbents of positions in classes affected shall have their existing pay adjusted to the same numbered step in the new pay range.

6. Extraordinary Qualifications Upon Hire

In the event any employee entering into County employment is found to possess extraordinary qualifications for a position through former training or experience, the County Executive Officer may authorize the employment of such employee at not higher than the second step of the appropriate pay range.

It is further provided that under extraordinary circumstances and when the public interest may require, a person possessing extraordinary qualifications may be employed at the third or fourth step of the appropriate salary range on the recommendation of the appointing authority and when authorized by the County Executive Officer.

A. Reporting Requirement

The County must report to the Union, in writing, all employees hired under the extraordinary Qualification Provision above.

7. Salary Step Upon Layoff/Rehire

An employee who has been laid off from County service because a position is abolished or because of a lack of work or lack of funds, and who is reemployed in the same classification within the period provided for restoration or re-employment, shall return at the same salary step 1 (A), 2 (B), 3 (C), 4 (D), and 5 (E) held as of the date of layoff. Upon returning from layoff, the employee shall receive credit for pay periods of service rendered prior to the layoff in accumulating the total number of pay periods of employment required for advancement to the next step in the salary range. An employee who returns from layoff to a classification with a salary range higher or lower than the range for the classification from which laid off shall receive a rate of pay as provided in County Code 3.04.140.

8. Salary Step on Promotion or Reclassification

In the case of the promotion or reclassification of any employee to a position in a class with a higher pay range, such employee shall be entitled to receive the first step of the new range or a step in the new range that is equal to one step higher than the salary the employee was receiving prior to promotion or reclassification, whichever is greater.

If the amount equal to a one-step increase in the employee's pay range prior to promotion or reclassification does not appear in the new range, then the employee will receive the step in the new range next above what would normally be a one-step increase in the employee's former range.

If an increase equal to one step should exceed the last step of the new range, the employee shall be promoted to the last step of the new range.

For the purpose of this section, reclassification is defined as the process by which the Civil Service Commission, Merit Systems for Local Government, or other lawful authority places an employee in a classification with a higher pay range based on finding that the employee's performance of work duties while serving in the class previously held are more consistent with the duties assigned to the classification with the higher pay range.

A. New Anniversary Date Established

In all cases of promotion, a new anniversary date shall be established for purposes of eligibility for future merit increases.

9. Salary Step on Demotion

Any employee of the County of Mendocino who is demoted to a class with a lower pay range; the following shall apply:

A. Probationary

An employee who, during the probationary period, is demoted to a class formerly occupied in good standing during the current period of continuous employment shall have their salary reduced to the salary (including merit increases) they would have received if they had remained in the lower class.

B. Voluntary/Involuntary Demotion

An employee who, after the probationary period, is demoted to a position in a class which is allocated to a lower salary range than the class from which they are demoted shall have their salary reduced to the salary in the range for the new class which is the same or closest to the salary they were receiving before demotion. The anniversary date of such employee after demotion shall remain the same as before demotion.

10. Salary Step Upon Transfer

In the case of the transfer of any employee from one position to another in the same class, or to another class to which the same pay range is applicable, the employee shall remain at the same pay step and retain the original anniversary date.

11. Deferred Compensation Plan

Employees are eligible for voluntary participation in a deferred compensation plan made available by the County, subject to continued qualification of such plan under the law.

12. Assignment of New Classification

After consultation with the Union, the Human Resources Director shall assign each newly established job classification to an appropriate unit as defined in the County Employer-Employee Relations Policy. The Union may appeal such assignment to the General Government Committee. The appeal shall be in writing and shall be filed with the General Government Committee within thirty (30) days after the Human Resources Director makes the assignment. The decision of the General Government Committee on the appeal shall be final.

13. "Y" Rates

Whenever the effect of reclassification is to reduce the salary of an incumbent, the Board of Supervisors may direct that a capital "Y" be set opposite the reclassified position on all payroll and other personnel records. Whenever a capital "Y" is set opposite a position, the incumbent shall continue to receive their previously authorized salary until termination of their employment or until a higher rate of pay may be authorized, whichever occurs first.

ARTICLE 8. CIVIL SERVICE/MERIT SYSTEMS

Most County employees have rights guaranteed under Civil Service or State Merit Systems depending on the agency in which they are employed. Either Civil Service or State Merit Systems may not cover some employees in Special Districts. If an employee is uncertain of their status under these systems they should contact their shop steward and/or the Department of Human Resources.

Pursuant to section 3.16 of this MOU, a copy of the Civil Service Rules and other employment or County documents are available at County work sites where five (5) or more SEIU represented employees are assigned, through the employee's department, Human Resources, or on the County web page.

1. Probationary Periods for New Hires, Promotions, Demotions, and Transfers.

If the employee has not already successfully completed a probation for a classification, there shall be a 12-month probationary period for all persons who are newly hired, promoted, demoted, or who transfer from one classification into a different classification in the same salary grade. This section does not apply to trainees.

Employees covered by this 12-month probation shall have a 5-month and 11-month review and evaluation.

Additional evaluations and reviews may occur.

A. Transfers to a different department within the same classification.

There shall be a six (6) month probationary period for all such transfers – provided the employee has previously passed a probationary period for the classification.

B. Rehires

An employee returning to service with the County after a break in service into a classification in which he / she has previously passed probation shall serve a new 6-month probationary period from the date of re-hire.

2. “Bumping Rights” of Permanent Employees on Promotion, Demotion and Transfer.

An employee who has attained permanent status in employment with the County who is serving a probationary period as a result of promotion or voluntary transfer shall return to their previous classification and department should the employee not become permanent in the promotion or transfer either by the choice of the employee or due to failure to pass probation, unless the employee has been terminated for cause in accordance with Article 18 of this memorandum.

Alternatively, at the request of the employee and with the approval of Human Resources and the affected Department the employee may instead transfer or demote into any classification in the County where there is a vacant funded position within which the employee has obtained permanent status. The employee shall serve the same probationary period he or she would otherwise serve by a transfer or voluntary demotion (6 months).

3. Layoff Procedure

In accordance with County Civil Service Rule VI, in the event of a reduction-in-force, employees are subject to layoff by department, classification and in inverse order of seniority

4. Layoff Notice or Pay- in-Lieu for Permanent Employees

In the event of a reduction-in-force (layoff), affected employees shall be provided with a full thirty (30) calendar days' notice or pay-in-lieu of full notice.

Any permanent employee who receives a lay-off notice may elect one of the following options:

- A. Thirty (30) calendar day notice of layoff and the employee works during the full notice period; OR
- B. Fourteen (14) calendar day notice of layoff and the employee works during the 14-day notice period; and in accordance with their position allocation (full-time or part-time), then receives two (2) weeks of pay at the employee's regular base hourly pay rate.

Base hourly pay rate for the purposes of layoff means the pay rate of the employee as established in the applicable salary table for the employee's classification. Such base hourly pay rate shall be subject to any legally required State and Federal withholding requirements.

Subject to the Rules of the Civil Service Commission, the County Human Resources Department will work with employees subject to layoff to find other County employment, if any such exists, and will also facilitate the employee's referral to the Mendocino Private Industry Council.

ARTICLE 9. SPECIAL ASSIGNMENT PREMIUMS

1. Shift Differential

All affected employees who regularly work what is commonly referred to as the p.m. [swing] and a.m. [graveyard] shifts, shall be paid a shift differential as follows:

- A. Employees who work the p.m. or swing shift shall receive an additional One-Dollar (\$1.00) per hour.
- B. Employees who work the a.m. or graveyard shift shall receive an additional Two Dollars (\$2.00) per hour.

2. On-Call

Employees shall be compensated at the rate of Two Dollars and Fifty Cents (\$2.50) per hour while on-call. An employee who is on-call shall not be eligible for minimum call back compensation if required to return to work.

3. Bilingual Pay Premium.

- A. When a department head designates a position within the bargaining unit, which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of Thirty-Two Dollars and Fifty Cents (\$32.50) per pay period. Use of bilingual skills shall include time spent translating, answering phone calls, doing research, and speaking with or writing to clients in a language other than English.
- B. When the County designates a position within the bargaining unit, which requires bilingual skills on the average, less than ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the Human Resources Director. Thereafter, the employee shall be entitled to the payment of Eighteen Dollars (\$18.00) per pay period. Use of bilingual skills shall include time spent translating, answering phone calls, doing research, and speaking with or writing to clients in a language other than English.
- C. An employee who receives a bilingual premium may be called upon to assist other employees in other positions who do not have bilingual skills. Such a circumstance(s) shall not be interpreted as the employee working out of his/her classification.

4. Under-filling Social Worker Positions

A Social Worker III who is under-filling a Social Worker V position and has performed the work of a Social Worker V for at least one year shall receive a differential in the amount necessary to bring said employee's wages to the mid-point between the wages of a Social Worker III and a Social Worker V.

A Social Worker Supervisor I who is under-filling a Social Worker Supervisor II position shall receive a differential in the amount necessary to bring said employee's wages to the mid-point between the wages of a Social Worker Supervisor I and a Social Worker Supervisor II.

5. Out of Class Pay Provision (s)

In accordance with County policy, when an employee performs duties higher than the scope of duties normally assigned for at least two (2) weeks, the employee may be placed in an acting or temporary out-of-class assignment.

- A. Acting Assignment - An employee who is assigned temporarily to a position within a higher classification, who meets the minimum qualifications of this classification, and who will be performing the majority of duties that indicate the distinguishing characteristics of a higher classification shall be placed on the same range and step to which he/she would have been promoted or upon promotion. Such increase shall not be greater than ten percent (10%) unless the assignment is greater than six (6) months.
- B. Temporary Out-of-Classification Assignment – An employee who is assigned a to perform a portion of significant duties that are within a higher classification that are beyond the scope of the classification to which his/her present position is allocated and that are within a higher classification for which the employee may or may not meet the minimum qualifications shall receive a five percent (5%) pay increase.

ARTICLE 10. EXPENSES, MATERIALS AND REIMBURSEMENTS

1. Reimbursement for Meals

The County shall reimburse employees for the expense of meals in a manner consistent with the County Travel and Meal Policy, which is incorporated into this agreement by reference.

2. Mileage Reimbursement

The County shall reimburse employees in a manner consistent with the County Travel and Meal Policy, which is incorporated into this agreement by reference.

3. Tools and Equipment

A. Tools and Equipment Provided by County

Except as provided in Article 10.3.B below, the County agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

B. Tools and Equipment Provided by Employee

Where the County requires an employee to provide a set of personal tools to be used in the line of duty and which appear on an itemized inventory of tools designated in writing by the appointing authority as being required to be used in work, the County agrees to reimburse employees in represented units for loss or theft of such tools to the extent authorized by Government Code § 53240 and subject to the following restrictions and guidelines:

- 1) No reimbursement is authorized for loss primarily attributable to the claimant's own negligence or carelessness, or to normal wear and tear.
- 2) All affected employees required to use personal tools in their employment with the County shall inventory these tools and provide information as to type of tool, quantity, make, and condition. The inventory shall be forwarded to the appointing authority and updated at least once each year, with each employee responsible to report additions or deletions as they occur.
- 3) All tools must be stored in a cabinet, box, or locker with locks in good working order. All tools shall be locked prior to the employee leaving the work site.
- 4) All losses shall be reported to the appointing authority in writing as soon as discovered.
- 5) Cabinets and chests will be considered tools.
- 6) This policy does not include electronic equipment unless it has been authorized for use by the appointing authority.
- 7) The procedures for reimbursement shall be the same as the personal property reimbursement guidelines as outlined in Article 10.4

C. Classifications Requiring Own Tools

- 1) Those classes required to provide their own tools are:
 - Auto Mechanics
 - Heavy Equipment Mechanics
 - Heavy Equipment Service Technicians
- 2) Each employee working in the Auto Mechanic, Heavy Equipment Mechanic or the Heavy Equipment Service Technician classification series will be reimbursed up to Two Hundred Twenty Five Dollars (\$225.00) per calendar year for the purchase of tools necessary for their work for the County.
- 3) All purchases must be approved by the employee's supervisor.

Other classes may be added.

4. Personal Property Reimbursement

Upon recommendation of the appointing authority, the County, in accordance with Government Code § 53240, shall provide for payment of the costs of replacing or repairing property or prosthesis of an employee such as: eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, when any such items are lost or damaged in the line of duty, without negligence by the employee. If the items are damaged beyond repair, the usual and customary value of such items may be paid.

5. Safety Clothes and Shoes Reimbursement

The purpose of this article is to address safety boots and other clothing, which are provided or reimbursed by the County to employees as specified below. Such reimbursement shall be provided on an annual basis on or about the anniversary date of the employee entering the department. The County will only reimburse for the purchase and/or repair of safety/work boots worn while working for the County that comply with the Department of Transportation requirements and American National Standard for Personal Protection – Protective Footwear, Z41 1991 as appropriate to the kind of work being performed. Any employee working part-time in the classifications identified below shall receive clothing and/or safety boot reimbursements at a prorated amount as determined by regular number hours to be worked per pay period. For example, based on a 40-hour week a 20-hour employee would be entitled to fifty (50%) of the reimbursement.

A. Each full-time employee in a permanent position within the following classifications will be reimbursed up to Three Hundred Twenty Five Dollars (\$325.00) for the purchase of safety boots, work shirts, work pants and other clothing, which may be required by the County. In addition, there will be reimbursement of up to Fifty Dollars (\$50.00) for the purchase of work clothing that is made available through the County.

| | |
|---------------------------|----------------------------------|
| Bridge Crew Supervisor | Senior Road Crew Supervisor |
| Bridge Crew Worker | Road Crew Worker |
| Senior Equipment Operator | Senior Solid Waste Site Operator |
| Equipment Operator | Solid Waste Site Operator |
| Road Crew Supervisor | |

B. Each full-time employee in a permanent position within the following classifications will be reimbursed up to Two Hundred Twenty Five Dollars (\$225.00) for the purchase of County required safety boots. In addition, they will receive department issued pants, shirts, and/or coveralls, which shall also be laundered at County expense by a laundry service designated by the appointing authority.

| | |
|---------------------------------|-------------------------------------|
| Equipment Superintendent | Heavy Equipment Mechanic |
| Senior Heavy Equipment Mechanic | Heavy Equipment Services Technician |

C. Each full-time employee in a permanent position within the following classifications will be reimbursed up to Two Hundred Seventy Five Dollars (\$275.00) for the purchase of work boots and work clothing.

| | |
|--------------------------------|-----------------------|
| Solid Waste Supervisor | Refuse Site Attendant |
| Solid Waste Maintenance Worker | |

**Clothing & Tool Allowance Chart
10/1/07**

| | \$225 Reimbursement Tools | \$225 Reimbursement Safety Boots | \$275 Reimbursement Safety Boots | \$325 Reimbursement Safety Boots | Department Issued Clothing | Laundry | \$50 for County Purchased Clothing |
|--|---------------------------------|--|--|--|----------------------------------|---------|---|
| Auto Mechanics | X | | | | | | X |
| Bridge Crew Supervisor | | | | X | | | X |
| Bridge Crew Worker | | | | X | | | X |
| Equipment Operator | | | | X | | | X |
| Equipment Superintendent | X | X | | | X | X | |
| Heavy Equipment Mechanic | X | X | | | X | X | |
| Heavy Equipment Services Technician | X | X | | | X | X | |
| Refuse Site Attendant | | | X* | | | | X |
| Road Crew Supervisor | | | | X | | | X |
| Road Crew Worker | | | | X | | | X |
| Senior Equipment Operator | | | | X | | | X |
| Senior Heavy Equipment Mechanic | X | X | | | X | X | |
| Senior Road Crew Supervisor | | | | X | | | X |
| Senior Solid Waste Site Operator | | | | X | | | X |
| Solid Waste Maintenance Worker | | | X* | | | | X |
| Solid Waste Site Operator | | | | X | | | X |
| Solid Waste Supervisor | | | X* | | | | X |

* Do not have to purchase safety boots. All others must use money for such boots as needed.

ARTICLE 11. HEALTH AND WELFARE BENEFITS

1. Health Insurance

A. Plan Description

- 1) Medical, dental, vision, life and death and dismemberment programs will be provided by the County of Mendocino.
- 2) The benefit levels of dental, vision, life and death and dismemberment programs as they exist are presently described in the pertinent Plan Documents and are incorporated in this Memorandum by reference.
- 3) Effective the beginning of pay period, the health plan contribution levels are as set forth in section 11.1. of this MOU, and in the amounts specifically cited in Attachment A, Premium Schedule, are attached hereto and incorporated by reference.

B. Health Plan Assessment

Within six (6) months of Union ratification and Board approval of this MOU, the parties agree to meet to research and possibly implement alternatives to the current health, vision, dental, life and Accidental Death and Dismemberment (AD&D) plans currently provided by the County. The intent of the parties is to complete such plan assessment no later than July 2007 in order to implement any changes effective January 2008. The parties understand and agree that because any changes to the plans have County-wide impact that such plan assessment may be jointly conducted with other employee organizations and other affected employee representatives.

C. Retiree Medical

In conjunction with the health plan assessment provided for in Paragraph B above, the parties shall explore the availability and feasibility of offering County employees a health saving account plan to provide for retiree medical expenses.

D. Health Premium Levels

1. Health insurance premium increases will be implemented effective the first full pay period of each calendar year, based upon actuarial recommendation.
2. The contributions to health insurance premiums may be increased in an amount necessary to pay for "health care industry cost trends" as determined by the health system actuary, utilizing the same share-of-cost ratio, at which time a new Attachment A - Premium Schedule with amended Health Premium Schedule will become applicable.
 - (a) Should the health care industry cost trend increases recommended by the health system actuary be more than 16%, the parties agree to Meet and Confer on insurance premiums and benefits, prior to the adoption of any increase of more than 16%.
 - (b) 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.
3. The County will pay approximately 75% of both the employee and dependent coverage, and collectively employees in the bargaining unit represented by SEIU Local 707, will pay approximately 25% of the costs associated with providing health benefits insurance including medical, vision, and dental to the members of the SEIU unit as a whole.
4. 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

- 1) 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.
- 2) The negotiating parties agree to complete each Meet & Confer regarding benefit changes and premium increases within thirty (30) calendar days.
- 3) The parties agree that impasse, as becomes necessary, shall be completed within the same thirty (30) calendar day period as stated in 2. above.
- 4) Both parties agree that the above-shortened time frame in and of itself shall not constitute an unfair labor practice.

F. Health Benefits Trust Account

The County will agree to reopen negotiations once a reserve at a level established by the Health Benefits actuary/consultant has been obtained that will allow for premium reduction.

G. Maintenance and Improvement of Benefits

- 1) The benefits described in this section and the pertinent plan documents shall be maintained during the term of this MOU.
- 2) The County agrees to on-going negotiations with the County's providers to develop further network savings.
 - (a) The County will negotiate existing and future provider contracts including physicians, hospitals treatment facilities and any other medical services that are under contract with the County of Mendocino. The County will investigate the feasibility of broadening our pool of insured persons by forming a cooperative venture with other public employers for the purpose of increasing our leverage with insurers and providers and for the purpose of spreading risk.

H. Health Benefits Committee

The Health Benefits Committee is a committee established by the CEO to advise the CEO on the provision of high quality and affordable health benefits for all County employees and their eligible dependents.

I. Opt Out

Employees may opt out of the County health insurance 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.

J. Domestic Partner

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:

- Employees and their Domestic Partner must register with and be certified by the State of California; and
- 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 *Family Code Section 299*.

2. General Retirement Benefits

The County will provide retirement information to each new employee upon initial employment.

A. Retirement Benefit

Effective October 2003, the County implemented the formula in Government Code Section 31676.12 (2% at 57 retirement formula) for all non-safety classifications represented by the (SEIU) Service Employees International Union Local 707.

The County will pay for future service at the same ratio (percentage) as previously established. In this regard, and as the retirement benefit has increased the employee retirement cost will increase to reflect the benefits enumerated under Government Code, section 31676.12, of the retirement formula.

B. Service Buy-back

Employees may buy-back past service with Mendocino County at their own cost, which includes both the employee and the employer's contribution.

- 1) The Retirement Board shall arrange the costs, rates, procedures and time limits to exercise this buy-back option and the actuarial firm retained by the Retirement Board, and administered by the Retirement Deputy.
- 2) Retirement contributions made by or bought back by the employee shall be credited and accrue to the employee's account and become a vested interest of the employee.

ARTICLE 12. HOLIDAYS

1. Holidays

The following are paid holidays. All employees occupying a permanent full-time or permanent part-time position shall receive their regular pay for these holidays:

| | |
|--------------------------------------|---|
| January 1 st | New Year's Day |
| 3 rd Monday in January | Martin Luther King's Birthday |
| 3 rd Monday in February | Washington's Birthday (President's Day) |
| Last Monday in May | Memorial Day |
| July 4 th | Independence Day |
| 1 st Monday in September | Labor Day |
| 2 nd Monday in October | Columbus Day |
| November 11 th | Veteran's Day |
| 4 th Thursday in November | Thanksgiving Day |
| 4 th Friday in November | Day following Thanksgiving Day |
| December 25 th | Christmas Day |

Any additional days designated by the President 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.

2. Holidays on Saturdays or Sundays

When a holiday listed herein above falls on a Saturday, and an employee is not regularly scheduled to work on the Saturday, the preceding Friday is designated as a paid holiday in lieu of a paid holiday on the Saturday.

When a holiday listed herein above falls on a Sunday, and an employee is not regularly scheduled to work on the Sunday, the following Monday is designated as a paid holiday in lieu of a paid holiday on the Sunday.

3. Working on a Holiday

When a holiday listed herein above falls on a Saturday or a Sunday, and an employee occupying a permanent full-time or permanent part-time position works on the holiday because the Saturday or Sunday is part of the employee's regular work schedule, the employee shall receive holiday pay for working on the County recognized holiday.

4. Compensation for Working Holidays

Each permanent full-time or permanent part-time employee shall receive regular holiday pay for those holidays listed herein above. In addition to holiday pay, when a permanent full-time or permanent part-time employee is required to work on a designated holiday, they shall be paid at a rate of one-and-one-half (1½) times their salary or shall be granted compensating time off at a rate of one-and-one-half (1½) times for every hour worked.

5. No Doubling of Holiday Pay

Nothing contained in this Article shall be construed to result in an employee receiving any consideration, credit, or payment for the same holiday twice.

6. Holiday Contiguous with Pay Status

An employee shall receive holiday pay if the employee is in pay status on either the workday prior to the holiday or the workday immediately following the holiday.

ARTICLE 13. VACATION

1. Vacation Accrual

A. Full-Time Employees

Every permanent full-time employee of the County of Mendocino shall be credited with forty (40) hours of paid vacation upon the completion of thirteen (13) bi-weekly pay periods of service. Thereafter, vacation shall accrue at the rate of 3.079 hours per pay period of service until the employee has completed three (3) years of service; thereafter, vacation shall accrue at the rate of 4.616 hours every pay period until the employee has completed eight (8) years of service; thereafter, vacation shall accrue at the rate of 6.157 hours per pay period until the employee has completed fifteen (15) years of service; thereafter, vacation shall accrue at the rate of 7.694 hours per pay period.

| Years of pay Service | ---Accrual Rate--- | | | | Maximum Accruals | | |
|-------------------------|--------------------|-----|------|-------|------------------|------|-------|
| | period | hrs | days | weeks | hrs | days | weeks |
| 0 to 3 | 3.079 | 80 | 10 | 2 | 240 | 30 | 6 |
| >3 to 8 | 4.616 | 120 | 15 | 3 | 320 | 40 | 8 |
| >8 to 15 | 6.157 | 160 | 20 | 4 | 320 | 40 | 8 |
| >15 | 7.694 | 200 | 25 | 5 | 400 | 50 | 10 |

B. Part-Time Employees

Every permanent, part-time employee who is employed a minimum of twenty (20) hours per week shall receive a portion of the vacation benefits in direct relation to the fixed percentage of full-time work to which the position is budgeted and allocated.

2. Calculation of Service for Vacation

Each year of service shall consist of twenty-six (26) bi-weekly pay periods as calculated from the first day of the pay period following the day on which the employee commenced County service, unless said service commenced on the first working day of the pay period, in which case, years of service shall be calculated from the day that the employee commenced County service. Paid sick leave, paid military leave, or other forms of leave with pay shall be counted in years of service. Any employee absent from his duties without pay for more than sixteen (16) hours in a pay period shall neither accrue vacation leave for that pay period nor have the pay period counted for the purpose of calculating length of service.

3. Vacation Accrual Limits

- An employee, who has worked three (3) years or less, may accrue up to two hundred and forty (240) hours of vacation.
- An employee, who has worked fifteen (15) years or less, may accrue up to three hundred and twenty (320) hours of vacation.
- Thereafter, an employee may accrue up to four hundred (400) hours of vacation.

A. No Accrual in Excess of Limits

Notwithstanding the accrual provisions set forth in Article 13.3 above, except as hereinafter provided in Article 13.4 herein below, an employee whose accrual exceeds the limits set forth above shall accrue no additional vacation.

4. Vacation Accrual Limits During Sick Leave

- When an employee who is receiving paid sick leave reaches the maximum number of accrued vacation hours set forth in Article 13.3, during the period of such paid sick leave, the accrual limits shall be waived and the employee shall continue to accrue vacation at the normal rate.
- The waiver of the normal accrual limits shall not become effective until the employee has filed with the Human Resources Department a valid statement from their physician stating that they cannot return to work.
- The waiver of the stated vacation accrual limits shall continue for thirteen (13) pay periods, if necessary, after the pay period in which the employee returns to work.
- During the waiver period, the employee will use enough vacation so that the balance of accrued vacation will not exceed the stated limits.
- Any such excess vacation accrual not used shall be forfeited and removed from the employee's record, with no compensation being made for the employee.
- After the stated period of thirteen (13) pay periods, the vacation accrual limits will again be effective for the employee

5. Vacation Accrual Upon Termination

When an employee terminates, the accrual of vacation shall cease as of the last day of work, except when an employee is on paid sick leave. If an employee should be on paid sick leave, the accrual of paid vacation shall continue until paid sick leave has been exhausted.

6. Vacation Accrual Upon Layoff/Reemployment

An employee who has been laid off from County service because a position is abolished, or because of a lack of work or lack of funds, and who is re-employed within the period provided for restoration or re-employment, shall accrue vacation benefits at the same rate their benefits accrued prior to the date of layoff. Continuous County service immediately prior to the date of layoff shall be added to future service after re-employment for purposes of calculating years of service, pursuant to this Section.

7. Use of Accrued Vacation

Except as hereinafter provided, every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrued to them in that year.

8. Scheduling of Vacations

The scheduling of vacations for employees shall be the responsibility of each department head who shall see that applications for vacation are made far enough in advance so as to achieve the most efficient functioning of the department and of the County service. Use of vacation may be allowed to a minimum of one (1) hour and to a maximum of the employee's accrual. Vacation leave accruing during the period of vacation leave may be taken in conjunction with vacation leave already accrued. No employee shall work for compensation for the County in any capacity during the period of his or her paid vacation from County service.

9. Cash Out for Exceptional Circumstances

In exceptional circumstances, such as cases of extreme emergency, compensation in lieu of unused vacation leave, not to exceed the equivalent of eighty (80) hours, may be paid to an employee upon approval of the Board of Supervisors, provided that the employee consents and the department head submits a request to said Board prior to the date that the employee's accrued vacation leave reaches the maximum allowed. The amount of compensation paid to an employee shall be calculated at the employee's current rate of pay.

A. Vacation Cash-out

Once each fiscal year, an employee who is accruing 6.157 hours or more of vacation per pay period and who has utilized 80 hours of vacation in the previous twenty-six (26) pay periods may cash-out up to forty (40) hours of vacation provided that the employee is left with an accrued balance of at least forty (40) hours.

10. Vacation Pay Upon Termination

Any employee after thirteen (13) pay periods of part-time service of twenty (20) hours or more per week in a permanent allocated position or after thirteen (13) bi-weekly pay periods of permanent full-time service shall be paid, upon termination, an amount of money equal to their accrued vacation. When an employee's effective date of termination occurs after the completion of one (1) full week in a given pay period, they shall be deemed to have accrued vacation leave for that pay period. A terminated employee may not be re-employed by the County for compensation in any capacity until the total number of working days of accrued vacation have elapsed. This Article shall not prevent a department head from filling a vacated position immediately following the effective date of the employee's separation from their department, provided funds are available.

A. Vacation Pay Upon Termination of Probationary Employees

When a permanent full-time employee is terminated prior to the completion of thirteen (13) pay periods, the employee shall receive payment for 3.079 hours of vacation accrual for each pay period worked. A permanent-part-time employee who is employed a minimum of twenty (20) hours per week shall receive payment in direct relation to the fixed percentage of full-time work to which the position is budgeted and allocated.

ARTICLE 14. SICK LEAVE

1. Sick Leave

Benefits provided for in this Section are conferred as a privilege and not as a right of the employee. In no case shall cash settlement be made in lieu of accumulated sick leave, nor shall any such leave be granted except during the applicant's employment with the County.

2. Sick Leave Accrual

A. Full-Time Employees

Each permanent full-time employee of the County of Mendocino shall be entitled to earn and accrue credit for future use, 4.616 hours of paid sick leave per pay period.

B. Accrual For Permanent Part-Time

Every permanent part-time employee holding a budgeted position who is paid at a biweekly rate of pay, and who is employed a minimum of twenty (20) hours per week shall earn and accrue a portion of the sick leave benefits in direct relation to the fixed percentage of full-time work to which the position is budgeted and allocated.

3. Sick Leave Accrual Limit

Sick leave hours may be accrued without limit.

4. Calculation of Sick Leave

Sick leave shall be calculated from the first day of the pay period following the day on which the employee commenced County service, unless said service commenced on the first working day of the pay period, in which case biweekly pay periods of service shall be calculated from the day that the employee commenced County service.

Paid vacation leave, paid military leave, or other forms of leave with pay, including VTO shall be counted in biweekly pay periods of service. Any employee absent from his duties without pay for more than two (2) working days in a pay period shall not accrue sick leave for that pay period.

5. Sick Leave Usages and Documentation

Sick leave with pay may be granted only for bona fide illness or injury, exposure to contagious disease, dental, eye, or other physical, psychiatric or medical examination or treatment by a licensed practitioner. Sick leave is not to be used as a substitute for, or supplement to, vacations, holidays, and days off. Such use by an employee shall be grounds for discharge from County employment. Claims for sick leave shall be allowed only subject to the following conditions:

A. The applicant must notify their direct supervisor of their illness at the first reasonable opportunity.

B. Employees absent from work for a period of three (3) days or more because of illness, injury, or quarantine or for non-emergency medical, dental, or optical care shall be paid only upon furnishing their direct supervisor with satisfactory proof as may be required by the supervisor, that absence was due to such cause. Such request by the supervisor shall be made within three (3) days of the employee's return to work and shall be supplied by employee within one (1) week of request.

C. If a physician's statement is required, and the employee does not submit it to the department head within one (1) week after being requested to do so, the department head shall notify the County Auditor and the Human Resources Director for the purpose of having the employee's pay withheld for the period of absence for which the documentation was requested.

6. Family Sick Leave

Employees represented by the Union shall be allowed to use accumulated sick leave for the purpose of providing care due to illness or injury of an employee's family member.

A. Each calendar year, an employee may use one-half (½) of the sick leave the employee would accrue during that year to attend to an illness of a family member of the employee – for example, a full time regular employee accruing 120 hours of sick leave per year could use up to 60 hours per calendar year for care of a family member.

B. The same procedures and verification standards used for “regular” sick leave shall be used for family sick leave.

C. Additional family and medical leave provisions are covered under Article 15.3 and in the County's Family and Medical Leave Policy.

D. For the purpose of Article 14.6, “family member” is defined as an employee's child, spouse, domestic partner, parent, grandchild or grandparent.

1. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

2. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

7. Alternative Use Other Than Sick Leave

At the option of the employee, absence from work due to medical, vision, or dental appointments may be charged to vacation or CTO, subject to prior approval of the department head.

8. Denial of Sick Leave

If an application for sick leave is denied, the subject absence shall be deemed to be leave without pay.

9. Accrued Sick Leave Upon Layoff

An employee who is laid off: because a position is abolished, or because of a lack of work, or lack of funds, shall not accrue sick leave during the period of layoff. All accumulated sick leave shall be held for the employee's credit should they return to work during the period provided for restoration or layoff re-employment.

10. Sick Leave Credit at Retirement

The parties agree that eligible employees represented by the Union shall have, when applying for retirement from County service, all accrued sick leave applied toward calculating total County service for the purpose of retirement.

11. Wellness Leave

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. An employee must have a balance of no less than forty (40) hours of sick leave accrued at the time the leave is to be used to attend the wellness program. If the employee's accrual balance contains donated catastrophic or other leave hours, the employee must accrue the necessary forty (40) hours on his or her own before the sick leave can be used for attending approved wellness programs. The employee must have the prior approval of the employee's department head (or designee) to use sick leave to attend the program. A department head may not capriciously, arbitrarily, or consistently deny the use of said leave. This benefit is meant to augment the current benefit under County Policy #29 (Wellness Policy) and shall not be interpreted as a reduction or limitation in the existing benefit.

ARTICLE 15. MISCELLANEOUS LEAVES OF ABSENCE

1. Bereavement Leave

Employees who suffer a death in their immediate family may be allowed to be absent with pay for up to twenty-four (24) non-consecutive work hours to be used within thirty (30) calendar days for each family member who dies. Part-time employees who receive benefits may be eligible for bereavement leave. The number of hours available shall be based on the percentage of the allocated position to full-time (i.e., .5 allocation times 24 = 12.0 hours available leave). Such time shall be considered additional paid leave.

A. Additional Days

Employees may use an additional 16.0 hours of accrued leave. Part-time employees who receive benefits may be eligible for bereavement leave. The number of hours available shall be based on the percentage of the allocated position to full-time. Accrued leave for this purpose may be compensatory, personal leave, vacation time, or sick leave. Should the employee not have any such accrued leave, this absence may be considered leave without pay.

B. Immediate Family

For the purpose of this Section, "Immediate Family" is defined as the employee's spouse, domestic partner, child, stepchild, grandchild, parent/step-parent, brother, sister, grandparent or spouse's, child, stepchild, grandchild, parent/step-parent, brother, sister or grandparent.

C. Non-Immediate Family

Employees may use vacation, CTO, personal leave days, or leave without pay to attend memorial services for non-"immediate family." While approval of such leave is at the discretion of the appointing authority, requests shall not be unreasonably denied.

2. Paid Personal Leave

A. Annual Credit

A permanent full-time or permanent part-time employee who has completed thirteen (13) pay periods of County service shall be credited with personal leave hours based on the percentage of time of the position allocation up to a maximum of twenty-four (24) hours. For example:

| | | | |
|-----|---------------------|--------------|------------|
| 5/5 | (40 hours per week) | will receive | 24 hours |
| 4/5 | (32 hours per week) | will receive | 19.2 hours |
| 1/2 | (20 hours per week) | will receive | 12.0 hours |
| 2/5 | (16 hours per week) | will receive | 9.6 hours |

Such hours shall be credited on the first pay period following completion of required service, and annually thereafter on the first day of pay period which includes January 1st.

B. Use of Personal Leave

Personal leave hours shall not be charged to any accumulated leave balance and may only be used: During the pay period which includes January 1st through and including the pay period which includes December 18th of the following fiscal year in which such hours are credited; and upon mutual agreement of the employee and the employee's department head.

C. No Accrual of Personal Leave

Personal leave shall be taken in the period earned and shall not be carried forward, nor shall there be any payment for credited but unused personal leave hours upon separation of the employee from County service.

3. Families And Medical Leave

It is the policy of Mendocino County to provide family and medical leave in accordance with federal and state laws. The County shall provide up to twelve (12) weeks of family and medical leave in a rolling twelve (12) month period for qualifying employees, or longer to the extent required by law, including the provisions for pregnancy disability under state law. Policy #27 – as amended, the County’s Family and Medical Leave Policy is hereby ratified and incorporated by reference.

4. Pregnancy Disability Leave

California law allows for up to four (4) months of pregnancy disability leave for an employee. This leave is in addition to any entitlement under the federal Family Medical Leave Act (FMLA).

- The County is not obligated to continue payment of health insurance premiums taken under this pregnancy disability provision that would require that the employee be responsible for those costs.
- The County shall continue the employee's benefits and premium payments as allowed under FMLA when pregnancy disability leave and FMLA coincide.

The use of pregnancy disability leave requires reasonable notice and confirmation from the attending physician that the leave is medically necessary.

The County’s policy regarding the use of pregnancy disability leave are set forth in Policy 27- as amended, the County’s Family and Medical Leave Policy, which policy is hereby ratified and included by reference in this MOU.

- This amended Family and Medical Leave Policy supersedes all previous provisions of this MOU and contrary past practice.
- Pursuant to the amended Family and Medical Leave Policy, six weeks [or more with a physician’s certificate] of Pregnancy Disability Leave will be extended to the mother for medical recovery following birth, prior to the beginning of the California Family Rights Act leave.
- Pursuant to the County’s Family and Medical Leave Policy, as amended, employees shall also be allowed to use accrued vacation and/or CTO time for maternity leave during the four-month period.

After federal and state family and medical leaves have been exhausted, an employee may request additional unpaid leave [LWOP] from the Civil Service Commission, pursuant to the normal policy and procedures for requesting LWOP.

5. Catastrophic Leave

The County shall maintain and operate a catastrophic leave bank in a manner consistent with the Catastrophic Leave Policy, which is hereby ratified and incorporated into this agreement by reference.

6. State Disability Insurance Integration

In order to receive full pay an employee may request in writing the utilization of any accrued paid leave to integrate with State Disability Insurance.

The employee when initiating the request for State Disability Insurance integration shall designate the category of Paid Leave (s).

7. Military Leave

Military Leave shall be granted consistent with applicable mandatory provisions of law.

8. Voluntary Time Off

Voluntary Time Off (VTO) is a voluntary pledge by an employee to reduce work hours without a corresponding loss in benefits or service time.

A. Pledge Submission

Employees may submit a pledge for the specific number of hours/days the employee will take VTO.

Joint agreement between the employee and their department head, or designee, will determine the exact hours to be taken off.

B. Conditions

The department head, or designee, may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same position, subject to the following conditions:

VTO shall be considered time in pay 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. VTO shall be prorated for part-time employees based upon their regular work scheduled (budgeted FTE). Employees may reduce their work schedule, without a loss in their level of benefits, by not more than twenty percent (20%) per pay period.

1. VTO may be taken in increments of not less than one-half (½) hour.
2. VTO shall be available to employees by pledge. Said pledge may be revoked by mutual agreement between the employee and department head for good cause. The Human Resources Director shall resolve any dispute.
3. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases, and toward seniority.
4. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.
5. VTO shall be available only to employees who are in pay status the workday before the beginning of the VTO as well as the entire workday after the completion of VTO.
6. VTO shall not be available to employees on other leaves without pay.
7. VTO request pledge is contingent on approval by a specific date that must be noted under the employee remarks section of the VTO Pledge Form.

C. Term

This program will continue throughout the term of this Memorandum.

D. Non-pledged VTO

Each employee shall be entitled to take twenty-four (24) hours of VTO time during the fiscal year. The request for utilization of these hours shall not be unreasonably denied. If the appointing authority denies the use of these hours, the denial shall be in writing and will state the reasons for denial. Employees may reduce their work schedule, without a loss in their level of benefits, by not more than twenty percent (20%) per pay period.

E. Agreement to Support

The County and the Union shall develop and distribute literature to represented employees that will publicize and explain the VTO program.

The County and participating employee organizations may make joint presentations concerning the VTO program.

The County and the Union will jointly design a mutually acceptable pledge form that will include space for the department head to explain the denial of a request for VTO.

9. Worker's Compensation Leave

Before an injured employee may begin collecting temporary disability payments, the waiting period for employees disabled out of or in the course of employment shall be in accordance with state law,

10. Court Leave

County employees summoned for jury duty or subpoenaed for court appearances shall be compensated as follows:

A. Jury Duty

County employees summoned for jury duty or subpoenaed for court appearances shall be compensated as follows:

- 1) Any employee summoned for duty shall be entitled to a leave of absence with full pay for such period of time as may be required to attend court in response to such summons. The employee may retain such payments as may be allowed for travel, lodging and meal expenses; but as a condition for entitlement to court leave, said employee shall not be entitled to any and all fees as payment for services as a juror or witness. Any such payment(s) shall be made payable to the County of Mendocino.
- 2) As an option, an employee, when summoned for duty, may choose to use accrued vacation, CTO, personal leave, or leave of absence without pay. In these cases, the employee will be entitled to retain all fees received as payment for jury and witness duty, including allowances paid for travel, meals, and lodging.

The parties agree that the County's current jury duty policy, as defined in the Mendocino County SEIU MOU, will remain in effect with the addition that an employee who works on the night shift or the p.m. shift who is called to jury duty may be excused from all or part of their shift to accommodate this participation. Any time that is excused in excess of the number of hours in jury duty attendance, plus reasonable travel time, must be "made up". The Department Head and the employee will make every reasonable effort to schedule the "makeup" of any hours. Hours may be made up by scheduling additional hours of work, or by utilizing vacation and compensatory time. This makeup of work time owed the County shall not be compensated as overtime.

To be eligible for such jury duty leave, the employee must advise the affected Department Head in writing of his/her summons to jury duty and, after jury duty service, report to the Department Head the number of hours the employee was detained for jury duty service; including reasonable travel time

B. Appearance Regarding County Duty

Whenever a permanent employee is subpoenaed to appear in court for any reason pertaining to their regular County duties, they shall receive their regular County salary for such court appearance. Such court appearance shall be counted as hours worked by them and as part of their regular workweek. Such employee shall make payable to the County any fee that they receive for serving as a witness.

C. Appearance for Non-County Reasons

Whenever a permanent employee is subpoenaed to appear in court for a matter or reason not pertaining to their regular County duties, such appearance shall not be considered a part of their regular work week, and such employee shall not receive County pay unless the employee chooses to use CTO, vacation, or personal leave for such appearance. Additionally, such employee shall be entitled to retain any fee paid for service as a witness, together with all allowances paid for travel, meals, and lodging.

11. Unpaid Leave

Department heads may grant leaves without pay, not to exceed five (5) working days, to employees of their department.

Department heads may grant leaves without pay for periods in excess of five (5) working days and not to exceed three (3) months, at the request of the employee concerned, to employees of their departments because of illness, disability, or pregnancy; or for other reasons, when approved by the County Human Resources Director.

Requests for leaves without pay for periods in excess of three (3) months shall be submitted to the Civil Service Commission for approval or disapproval.

Requests for leaves without pay for periods in excess of one (1) year for reasons other than military service shall be further submitted, together with recommendations by the Health Officer in cases involving illness or disability, to the Board of Supervisors for approval or disapproval.

A. Leave Without Pay for Job-Incurred Disability

Requests for leaves without pay for disabilities which are determined to be work-incurred as the result of Mendocino County employment shall be approved by department heads for the period following expiration of paid sick leave and vacation until discontinuation of disability compensation payments. Requests for such leaves in excess of one year shall be further submitted with a recommendation by the Health Officer, to the Board of Supervisors for approval or disapproval.

B. Leave Without Pay for Military Service

Department heads and the Civil Service Commission in accordance with applicable law shall approve request for leave without pay for military service.

C. Accruals During Leave Without Pay

A permanent full time employee who is granted a leave without pay, who is absent without leave, or who is suspended without pay more than 16 hours in a pay period shall accrue paid vacation, sick leave, service credits, and other benefits during any pay period of such leave, absence, or suspension only for those hours in pay status. This provision shall be applied pro rata for permanent part time employees.

ARTICLE 16. MISCELLANEOUS PROVISIONS

1. Employee Assistance Program

Employees represented by the Union 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. Please refer to the Mental Health Section of the Plan for procedures relating to Mental Health care after an employee has completed the number of visits available through the EAP.

A. EAP Confidentiality

Participants in the EAP program shall be guaranteed confidentiality.

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

2. On-the-Job Injury

An employee who is entitled to any temporary disability indemnity due to an injury or illness arising out of, and in the course of employment, and such injury is covered under the Worker's Compensation provisions of the Labor Code, may use as much accumulated sick leave as, when added to the disability indemnity, will result in a payment of their full salary.

An employee going on leave without pay due to on-the-job injuries will not suffer a break in seniority, but shall have their merit salary anniversary date delayed by as many pay periods as the leave without pay shall last. The County will continue to pay the employee's group insurance premium (employee only) for the duration of the leave without pay, but not to exceed a period of six (6) months for any single injury.

The waiting period for employees disabled out of or in the course of employment before an injured employee may begin collecting temporary disability payments shall be three (3) days. Such days shall be charged against sick leave or other applicable accrued leave time unless the employee is hospitalized as a result of the disability or the disability lasts for more than fourteen (14) days.

3. Class A/B Driver's License - Physicals

The County will provide physicals required for the renewal of the medical certificate required to maintain a Class A or Class B California driver's license for those employees in classifications where such license is required.

4. Direct Deposit

The County will continue to make a deposit of participating employees' paychecks directly to the employees' accounts in the participating financial institutions.

5. Labor- Management Committee

The County agrees to convene a Labor-Management Committee (LMC) to meet no less frequently than once a quarter. For the first six (6) months after convening the LMC (due to the number of items agreed to for LMC discussion), the parties may schedule LMC meetings more frequently. All parties agree their designees will receive training.

ARTICLE 17. EMPLOYEE SAFETY

1. Injury Prevention Program

The County and the Union agree that the Mendocino County Injury Prevention Program is incorporated as a part of this Memorandum. The County shall provide one complete copy of the County's Injury Prevention Program Manual at each work site.

A. Injury Prevention Program Description

The County of Mendocino will establish responsibilities, provide funding, and adopt procedures and guidelines for the maintenance of an effective safety program, in compliance with federal, state, and local laws. The Injury Prevention Program of the County serves as the mechanism for the implementation of this program.

The County will provide a safe work environment for all its employees, and the County will protect the safety of the general public near its facilities and operations within reasonable economic and technological constraints. The County does not believe that it is practical or possible to eliminate every safety risk in the workplace.

The County will:

1. Identify responsibilities for implementing the Injury Prevention Program.
2. Maintain procedures for identifying and evaluating workplace hazards.
3. Maintain procedures for correcting unsafe conditions and work practices tempered by economic and technological constraints in a timely manner.
4. Provide a system for communicating with employees on safety matters, to include a method by which employees can report hazards to the County without fear of reprisal.
5. Instruct employees in general safe work practices and in specific safe work practices with respect to hazards unique to each employee's job assignment.
6. Maintain a system for ensuring compliance with safe work practices.
7. Maintain active Safety Council charged with oversight for the Injury Prevention Program. The Safety Council will include representation by a designee and an alternate designee of the Union.

The continual cooperation of all employees is necessary to support and sustain an effective safety program. Employees are encouraged to report hazards and offer suggestions for improving safety in the workplace. No adverse action will be taken against any employee for reporting safety problems.

2. Safety Issue Disputes

Disputes as to workplace safety shall be resolved in accordance with the Injury Prevention Program.

3. Safety Apparel

All employees shall be issued safety apparel appropriate to the task assigned as designated by the appointing authority. Safety equipment provided for under this Article will be reissued as needed upon certification by the department head.

4. Safety Glasses

The County shall provide employees with safety prescription glasses (glasses only, not prescription examination) whenever the Cal/OSHA or other state or federal regulations require safety glasses. The County will not provide replacements for broken lenses or frames unless such breakage is the result of an on-the-job accident.

During the term of this Agreement, the parties shall discuss ways to address the safety issues of those employees that work in secure facilities.

ARTICLE 18. DISCIPLINARY ACTIONS

Disciplinary Actions

1. Definitions:

A "disciplinary action" includes the following actions: dismissal, demotion, or suspension without pay.

For the purposes of this Section a "working day" is defined as a day in which Mendocino County administrative offices are open to the public.

2. Representation

A representative of the employee's choice may represent the employee throughout the process of discipline.

3. Notice of Charges

To initiate disciplinary action against a permanent Civil Service employee, the appointing authority must submit to the employee a written Notice of Intent to Take Disciplinary Action and file a copy with the Human Resources Director. The Notice must state specifically the reason(s) for the action with accompanying documentation and explain the employee's "Skelly" rights of appeal.

A. Rights of Access

The employee shall be given access to copies of all materials supporting the proposed action and shall be provided with copies upon request.

B. Request for "Skelly" Hearing

The employee may appeal the proposed action and request a hearing by responding in writing to the appointing authority within five (5) working days of receipt of the Notice. Upon receipt of timely response, the appointing authority shall schedule and conduct a "Skelly" hearing as soon as possible.

C. Conduct of Skelly Hearing

The appointing authority shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority may determine to uphold, modify, or revoke the proposed disciplinary action.

4. Order of Disciplinary Action

If the employee does not respond to the Notice of Intent within the prescribed time limits, or if, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written Order of Disciplinary Action. The Order shall state the proposed action, the reasons for the action, and the employee's rights of appeal.

A. Appeal of Order of Disciplinary Action

The employee, within ten (10) working days after the Order is furnished to the employee, may appeal the Order in writing to the Civil Service Commission. The Appellant, the County, and the Civil Service Commission shall submit such appeal to the Human Resources Director who shall schedule the matter for hearing by the Civil Service Commission within twenty (20) working days of the submittal date, or a specific date that is mutually agreed upon. The agreed upon date shall be confirmed in writing to all parties.

Within twenty (20) working days from filing an appeal, the Commission, or its referee, shall hold a hearing which may be continued from time-to-time, and at the conclusion thereof either affirm, modify, or revoke the Order. The appellant may appear personally, produce evidence, be represented by counsel, and have a public hearing if it is desired. If the Commission appoints a referee, a complete transcript shall be made and presented to the Commission.

B. Order of Disciplinary Action for Merit System Employees

See Articles 7 and 8 of the Local Agency Personnel Standards (LAPS) Manual.

5. Hearing

At any hearing or investigation conducted by the Mendocino County Civil Service Commission, or its referee, the Commission, or its referee, shall have the power of subpoena and may require the attendance of witnesses and the production thereby of books, records, and other documents pertinent to the hearing and/or investigation. Each commissioner, or referee, shall have the power to administer oaths to witnesses. The Commission may employ a hearing officer, or referee, to act as the presiding officer at hearings and specify the rules of evidence in force.

Any decision by the Commission shall specify a finding as to each ground, and the finding and decision shall be certified to the appointing power whose action was the subject of the hearing and be forthwith enforced and followed. If an order of suspension, dismissal, or reduction in rank or compensation served upon an employee is reversed or modified by the Commission, such employee shall be restored to their previous position with all rights and privileges pertaining thereto except as the decision may affect the employee's status. The employee who is restored to their position shall be entitled to back pay from the date of termination, less any contributions to retirement and salary earned, from other employment earned during the pendency of the appeal.

6. Pay Decrease as a Result of Disciplinary Action

The pay of an employee may be temporarily decreased to a lower step within the pay range established for the classification.

The temporary reduction in salary step shall in no event exceed the monetary equivalent of a two hundred and forty (240) hour suspension without pay.

A. Appeal of Pay Decrease

An appeal concerning a pay decrease shall not follow the grievance procedure but shall follow, instead, the disciplinary provisions of Article 18 of this Memorandum.

ARTICLE 19. GRIEVANCE PROCEDURE

1. Purpose

The County and the Union agree to this Grievance Procedure in order to provide an orderly procedure to promptly resolve grievances of employees covered by this Memorandum.

2. Definitions

A grievance is a claim by an employee(s) **(1)** concerning or alleging that a written Countywide rule, regulation, resolution, ordinance, policy, procedure, **OR (2)** provision of this Memorandum, has been violated or misapplied to the disadvantage of the employee or the Union. Excluded from this definition is:

- An allegation intended for the purpose of changing a written County-wide rule, regulation, resolution, ordinance, policy, procedure, or provision of this Memorandum; or,
- An allegation for which appeal is already provided in Civil Service Rules or the Mendocino County Code.

A. Working Day Defined

For the purpose of this Article, a "working day" is defined as a day in which Mendocino County administrative offices are open to the public.

3. Standing to Initiate Grievance

An individual employee who, in good faith, has an actual grievance with the County over a grievable matter as defined in Article 19.2 may file a grievance.

At any step of the grievance procedure, the employees may represent themselves, or may be represented by a Union representative, who may be a County employee (excluding their supervisor or manager).

4. Grievance Procedure-Initiation

The grievance must be initiated within ten (10) working days from the date of the action or occurrence-giving rise to the grievance, or within ten (10) working days of when the grievant knew of, or could have reasonably discovered, such action or occurrence.

5. Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

6. First Step

The grievance shall first be discussed on an informal basis by the grievant with the grievant's immediate supervisor within ten (10) working days from the date of the action causing the grievance, as provided in Article 19.4 above. The immediate supervisor shall respond within ten (10) working days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held, whenever possible, during the grievant's work hours.

7. Second Step

In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing, with a copy to County Human Resources and the Union, to the next level supervisor within ten (10) working days after receipt of the immediate supervisor's response. Such written grievance shall:

- B. Fully describe the grievance and how the employee was adversely affected by the County;
- C. Set forth the written County-wide rule, regulation, resolution, ordinance, policy, procedure, or provision of this Memorandum, that has been allegedly violated;
- D. Indicate the date(s) of the incident(s) grieved; and
- E. Specify the remedy or solution to the grievance sought by the employee.
- F. Response to Second Step:
The written grievance shall be responded to in writing by the responsible supervisor within ten (10) working days from the time the written grievance is received, and a copy sent to County Human Resources and the Union.
The written response shall include:
 - 1) A complete statement of the supervisor's position and the facts upon which it is based; and
 - 2) The remedy or correction that has been offered, if any.

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the department head, with a copy to County Human Resources and the Union within ten (10) working days of receipt of the written response at Step Two.

8. Third Step

Within ten (10) working days after receiving the completed grievance form, the department head, or their representative, shall meet with the employee and shall discuss the grievance. The department head shall give their decision within ten (10) working days after the discussion and send a copy of the decision to Human Resources and the Union.

Should the employee remain aggrieved, the decision of the department head may be appealed to the Binding Arbitration (Step Four). Such appeal must be made within ten (10) working days of receipt of the written decision of the department head.

A. Mediation

Prior to a grievance moving to Step Four, the parties may, by mutual agreement, request the assistance of a mediator from the State Conciliation & Mediation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance. If the grievance is not resolved, discussions during mediation shall not be admissible in any subsequent hearing.

9. Fourth Step

If the grievance is not settled following completion of the Third Step of the grievance procedure, the Union may request binding arbitration. The request for binding arbitration must be submitted to the Human Resources Director, in writing, within ten (10) days of receipt of the response from Step Three.

An arbitrator may be selected by mutual agreement of the County and the Union. Should the parties fail to agree on an arbitrator, they shall make a joint request to the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names, with the opportunity to strike determined by chance.

All documentation supporting the parties' positions shall be filed at least ten (10) days before the hearing with the arbitrator.

The arbitrator shall not have power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum of Understanding. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties. The decision of the arbitrator shall be final and binding upon the parties.

The cost of employing the arbitrator shall be borne equally by the parties. All other costs such as, but not limited to, attorney's fees and witness fees shall be borne only by the party incurring that cost.

Court Reporter/Transcript Fees

If a court reporter is requested, the requesting party is obligated to pay for the services of the court reporter.

Cost of transcript copies shall be borne by those parties requesting copies.

10. Non-Retaliation

Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

11. Maintenance of Performance Standards by Grievant

Employees who file a grievance are in no manner excused or exempt from performance standards of the job. Job performance standards will be maintained throughout and following any action undertaken as a result of this grievance procedure.

12. Award Limit

The arbitrator's award shall be binding upon the Union. To the extent that the award of the arbitrator is not in excess of \$2500 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$2500 per individual grievant, final action is not taken by the County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$2500 per individual grievant. The Union may then resort to a court of competent jurisdiction to pursue other available legal remedies.

ARTICLE 20. FAIR SHARE

1. Fair and Equal Representation

It is recognized that the Union must provide fair and equal representation to all employees in all represented classes. Employees who are not members of the Union benefit from Union representation. This Fair Share Service Fee Article will, therefore, apply to all employees covered by this Memorandum who choose not to join the Union. A Fair Share Service Fee is established pursuant to Hudson procedures.

Under this Fair Share Service Fee Article, union membership remains voluntary. If an employee decides not to join the Union, the employee shall pay the Fair Share Service Fee as provided in this Article. Such Service Fee shall pay for the chargeable services rendered by the Union.

2. Employees Subject to Fair Share Agency Shop Service Fee

All represented County employees shall be subject to a Fair Share Agency Shop Service Fee. Effective July 1, 2007, this shall include people in supervisory classifications and extra help positions.

3. Part-time Employees

Employees who work less than full-time are subject to the Fair Share Agency Shop Service Fee. The Service Fee shall be set on a pro-rata basis expressed as a percentage of gross wages.

4. Enactment of Fair Share Agency Shop

A Fair Share Service Fee consistent with state law will be effective the first pay period following ratification of this Article by the Board of Supervisors and ratification by the employees. The State Mediation and Conciliation Service will conduct the employee ratification vote. Employee ratification will require an affirmative majority of the ballots cast. The balloting will be conducted among all MCEA/SEIU Local 707 members who are eligible to vote under the Union's by-laws and all other represented employees who will, upon enactment, are subject to the terms of this Article.

5. Payroll Deduction

As a condition of employment, all employees who are not Union members are subject to the Fair Share Agency Shop Service Fee and shall have, on a bi-weekly basis, a payroll deduction for such Service Fees.

6. Periods of Separation

The County shall not deduct Service Fees during periods that an employee is separated from the bargaining unit, but shall reinstate Service Fees upon the return of the employee to the bargaining unit. The term separation from the bargaining unit includes transfer out of the unit, layoff, promotion, demotion, reclassification, leave of absence of a duration of more than one full pay period (whether paid or unpaid), and for any other lawful reason, including disability.

7. Reporting

Along with the payroll deductions, the County will send the Union an alphabetical listing of the employees from whom deductions were made, the amount of the deduction, and the names of any employees transferred out of the bargaining unit, laid off, or on leave without pay for more than thirty (30) days, including information on the length of time of the leave of absence.

8. Exception

The only exception to the payment of a Fair Share Service Fee is as follows:

An employee may execute a written declaration stating membership in a bona fide religion, body, or sect that has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment.

An employee granted such exception must pay a sum equal to the Fair Share Service Fee to a non-religious, non-labor, charitable fund (exempt from taxation under Section 501(c)(3) of the Internal Revenue Code), chosen by the employee from those charities listed with United Way, Combined Health Appeal of California, or the American Red Cross.

9. Fee Structure

Any employee currently employed or hired into the bargaining unit covered by this Memorandum who is not a member of the Union shall, beginning with the third full pay period after individual written notice has been given in accordance with Article 20.13, and until the expiration of this Article, pay to the Union a Fair Share Agency Shop Service Fee for services rendered by the Union. The Service Fee shall be equal to the monthly dues of regular membership, less non-chargeable costs as defined in Article 20.11, and/or by statutory or case law, but in no event to exceed ninety-five percent (95%) of the regular membership dues.

The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with the County prior to making any such decision or determination.

10. Chargeable Costs

To the extent authorized by law, the costs of the Union's collective bargaining activities shall be considered by the Union when making a determination of the amount of the Fair Share Agency Shop Service Fee authorized by this Article. Examples of chargeable costs include, but are not limited to: (1) expenditures for labor contract negotiations (e.g., the fees and expenses of the Union representative and support staff, including research of and preparation for negotiating matters within the scope of representation); and (2) expenditures for administration of contracts (e.g., meetings and discussions with management concerning grievances under the Memorandum, meetings with employees as part of grievance resolutions, and costs of representatives and staff support for arbitrations, including costs for research and preparation).

11. Non-Chargeable Costs

Currently, the following activities are not included in the calculation or determination of the Fair Share Agency Shop Service Fee:

- A. Lobbying or other political activity, except as authorized by law;
- B. Payments to affiliates, except for chargeable costs as authorized by law;
- C. Social activities, except as authorized by law;
- D. Charitable and philanthropic activities;
- E. Insurance and other benefit programs, except as authorized by law; and,
- F. Any cost that, by law, cannot be included in a Fair Share Agency Shop Service Fee.

12. Deduction of Non-chargeable Costs

All non-chargeable costs will be deducted from the Fair Share Agency Shop Fee prior to such Fees being collected.

13. Advance Notification

No Fair Share Agency Shop Service Fee shall be collected from any employee until the employee has received written notice sent by certified mail from the Union, which includes legally adequate audited information concerning the breakdown of "chargeable" and "non-chargeable" expenses, and a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker.

Specifically, such notice shall, at a minimum, include an accounting report prepared, signed, and verified by an independent auditor, who is a certified public accountant, for the overall purpose of providing a detailed itemization of the expenditures of the Union so an employee may reasonably be able to determine what the Union spends on both chargeable and non-chargeable items and consider whether expenses designated as chargeable are related to the Union's collective bargaining functions. However, this requirement can be met without requiring or allowing non-members, or the County, to become the Union's auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:

1. State the amount of the Fair Share Agency Shop Service Fee and provide an overview of how the accounting reports were translated into calculation of this fee;
2. Disclose the Union's major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non-chargeable items; each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the auditor;
3. Disclose what percentage of total Union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
4. State the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and non-chargeable activities;
5. Disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the Fair Share Agency Shop Service Fee; and,
6. Explain the methodology used in producing the Union's accounting report. To enable the independent auditor to prepare the accounting report, the Union shall provide the auditor access to all records reasonably necessary for such a preparation, including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determination of chargeable or non-chargeable items. In the event that payments are made to any other organization, the auditor shall be provided access either to such organizations' records or relevant audited financial statements when reasonably necessary to prepare the above accounting.

14. Filing a Challenge

Instructions on filing a challenge to the amount of the Fair Share Agency Shop Service Fee with the Union shall, at a minimum, provide the following:

1. Non-members who wish to challenge collection of the Fair Share Agency Shop Service Fee because the amount identified allegedly contains expenditures for non-chargeable activities must file an objection letter with the Union within thirty (30) calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Union business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the Human Resources Director within three (3) calendar days of its filing with the Union;
2. The letter shall be signed by the challenger, or the challenger's agent, under penalty of perjury, and must state with specificity the particular expenditures being challenged and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;
3. While the challenge is pending, the amount of the Fair Share Agency Shop Service Fee reasonably in dispute shall be placed in an escrow account established by the Union;
4. Within thirty (30) calendar days after receipt, the Union shall schedule a date for arbitration, which shall be

conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Union and the challenger may, by mutual agreement, attempt to resolve the dispute informally;

5. The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
6. The Union shall have the burden of proving that the fee amount complies with this Article and applicable law; and,
7. The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Union. The challenging employee shall be responsible for their own costs including, but not limited to, attorney fees and copies of the court reporter's original transcripts.

15. Maintenance of Membership

Union members may terminate their membership in the Union by giving written notice to the Union and the County annually during the month of June. Thereafter, the employee will be subject to the Fair Share Agency Shop Service Fee.

16. Union Obligations

The Union shall comply with all applicable statutory requirements and furnish any information needed by the County to fulfill its obligations under this Article.

17. Indemnification and Hold Harmless

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses, or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Union under this Article including, but not limited to, the collection and procedures for collection of Fair Share Agency Shop Service Fees and the amount of such Fees. This Article shall be in addition to any other remedy available to the County under this Memorandum, or provision of law.

18. Rescission of Fair Share Agency Shop

The implementation of the provisions of this Article shall not prohibit or restrict an election to rescind this Fair Share Article pursuant to Government Code § 3502.5, or its successor provision.

19. Record-keeping and Reporting

The Union shall comply with the financial record keeping and reporting requirements of Government Code §3502.5(d), or its successor provision.

20. Violation

If a court finds the implementation of this Article in violation of constitutional law, the Union shall have sixty (60) days to comply with the court's order or the County may thereafter cancel Article 20. In the interim, all collections of Fair Share Agency Shop Service Fees by way of payroll deductions by the County shall be suspended, except as allowed by the court. Also, except as allowed by the court, no unpaid Fair Share Agency Shop Fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

21. Exemption of Continuous Nonmembers

County employees who are in the bargaining unit and who are not members of the Union the first pay period following Board of Supervisors approval of this amended memorandum shall be exempt from Article 20 in its entirety for as long as they remain employed in this bargaining unit and remain nonmembers of the Union. However, this exemption shall not prohibit a nonmember in the bargaining unit from voluntarily paying the Fair Share Agency Shop Fee through payroll deduction.

ARTICLE 21. FULL UNDERSTANDING, MODIFICATION, WAIVER

1. Full Understanding

This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

The parties recognize that existing County ordinances that have not been modified by this or previous Memorandums of Understanding shall remain in full force and effect until such time as the parties have met and conferred in good faith regarding any proposed changes as required under the Meyers-Milias-Brown Act.

2. Waiver

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. The Union acknowledges that the County has fulfilled its obligations under Government Code §3505 for the length of this Memorandum for the matters contained herein.

3. Modification

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by the County's Board of Supervisors.

4. No Limit on Civil Service Commission Authority

Nothing in this Memorandum shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission.

5. Non-Precedent Setting

The waiver of any breach, term, or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

6. Invalidation (Separability)

If, during the term of this Memorandum, any item or portion thereof is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction; or if compliance with, or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion that shall continue in full force and effect.

7. Replacement

In the event of suspension or invalidation of any article or section of this Memorandum, the parties agree, except in an emergency situation, to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 22. TERM OF AGREEMENT

This Memorandum shall be effective on OCTOBER 1, 2006 and shall remain in full force and effect through and including SEPTEMBER 30, 2009 and shall continue thereafter from year to year unless at least sixty (60) days prior to SEPTEMBER 30, 2009 either party shall file written notice with the other of its desire to amend, modify or terminate this Memorandum of Understanding.

ARTICLE 23. ENACTMENT

This Memorandum executed this 5th day of February 2008 by the BOS.

The undersigned representatives of the County of Mendocino and SEIU Local 707 having met and conferred in good faith, have reached agreement on the terms contained herein and mutually agree to recommend to the Board of Supervisors of the County of Mendocino and SEIU Local 707 that the terms of this Agreement be adopted.

**Negotiating Committee for
SEIU Local 707**

**Negotiating Committee for the
Mendocino County Board of Supervisors**

Signed this date: _____

Signed this date: 2-5-08

By: Tom Drum
Tom Drum; SEIU

By: Fran Buchanan
Fran Buchanan, IEDA
Chief Negotiator

By: Jacqueline L. Carvalho
Jacqueline L. Carvalho;
Chief Steward

By: Alison Glassey
Alison Glassey;
Assistant CEO

By: Arno Gassen
Arno Gassen;
Steward

By: Linda M. Clouser
Linda Clouser;
Human Resources Director

By: Dina Ortiz
Dina Ortiz;
Steward

By: Jim R. Wattenburger
2/5/08 JIM R. WATTENBURGER, Chair
Mendocino County Board of Supervisors

By: Steve Cardullo
Steve Cardullo
Steward

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

By: Sue Howell
Sue Howell
Steward

KRISTI FURMAN
Clerk of the Board
By: Kristi Furman

ATTEST: KRISTI FURMAN
Clerk of the Board

Kristi Furman

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

(Signature Page Insert)

**HEALTH PLAN BENEFIT COSTS & DEDUCTIBLES
ATTACHMENT A
PREMIUM SCHEDULE**

- REFER TO HR WEBSITE -

Attachment B Salary Schedule

| SEIU (101) - GRADE CHART (Effective 7/15/07) | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|
| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| SE17 | 7.75 | | | | |
| SE18 | 9.95 | 10.44 | 10.97 | 11.52 | 12.10 |
| SE19 | 10.43 | 10.96 | 11.51 | 12.08 | 12.68 |
| SE20 | 10.98 | 11.53 | 12.10 | 12.71 | 13.35 |
| SE21 | 11.52 | 12.09 | 12.70 | 13.34 | 14.01 |
| SE22 | 12.10 | 12.71 | 13.35 | 14.02 | 14.72 |
| SE23 | 12.71 | 13.35 | 14.02 | 14.72 | 15.46 |
| SE24 | 13.34 | 14.01 | 14.71 | 15.44 | 16.21 |
| SE25 | 14.02 | 14.72 | 15.45 | 16.22 | 17.03 |
| SE26 | 14.69 | 15.42 | 16.19 | 17.01 | 17.86 |
| SE27 | 15.43 | 16.20 | 17.02 | 17.87 | 18.76 |
| SE28 | 16.22 | 17.04 | 17.89 | 18.79 | 19.73 |
| SE29 | 17.02 | 17.87 | 18.77 | 19.70 | 20.69 |
| SE30 | 17.88 | 18.78 | 19.71 | 20.70 | 21.74 |
| SE31 | 18.77 | 19.70 | 20.69 | 21.72 | 22.81 |
| SE32 | 19.71 | 20.70 | 21.74 | 22.84 | 23.98 |
| SE33 | 20.70 | 21.74 | 22.84 | 23.98 | 25.18 |
| SE34 | 21.74 | 22.84 | 23.98 | 25.17 | 26.43 |
| SE35 | 22.82 | 23.97 | 25.16 | 26.42 | 27.74 |
| SE36 | 23.97 | 25.16 | 26.42 | 27.74 | 29.13 |
| SE37 | 25.16 | 26.42 | 27.74 | 29.13 | 30.59 |
| SE38 | 26.41 | 27.73 | 29.12 | 30.57 | 32.10 |
| SE39 | 27.72 | 29.11 | 30.56 | 32.08 | 33.68 |
| SE40 | 29.12 | 30.57 | 32.09 | 33.70 | 35.39 |
| SE41 | 30.57 | 32.09 | 33.70 | 35.39 | 37.16 |

**ATTACHMENT C
UNIT JOB CLASSIFICATIONS**

| JOB CLASS | JOB TITLE | GRADE | |
|-----------|--|-------|----|
| | | SE | |
| S502 | ACCOUNT CLERK I | SE | 24 |
| S503 | ACCOUNT CLERK II | SE | 26 |
| S504 | ACCOUNT CLERK III | SE | 28 |
| S565 | ACCOUNT CLERK SUPERVISOR | SE | 30 |
| 0123 | ACCOUNT SPECIALIST I | SE | 24 |
| 0124 | ACCOUNT SPECIALIST II | SE | 26 |
| 0125 | ACCOUNT SPECIALIST III | SE | 28 |
| 0127 | ACCOUNT SPECIALIST SUPERVISOR | SE | 30 |
| 0019 | ACCOUNTANT | SE | 34 |
| 0063 | ADMINISTRATIVE ASSISTANT | SE | 30 |
| 2046 | AG STANDARDS SPECIALIST I | SE | 32 |
| 2047 | AG STANDARDS SPECIALIST II | SE | 33 |
| 2048 | AG STANDARDS SPECIALIST III | SE | 36 |
| 2014 | AGRICULTURAL FIELD INSPECTOR | SE | 28 |
| 2045 | AGRICULTURAL TECHNOLOGIST | SE | 28 |
| 0150 | AIR QUALITY MANAGEMENT DISTRICT PROGRAM COORDINATOR | SE | 34 |
| 2064 | AIR QUALITY SPECIALIST | SE | 36 |
| 2064 | AIR QUALITY SPECIALIST | SE | 36 |
| 2064 | AIR QUALITY SPECIALIST | SE | 36 |
| 2060 | AIR QUALITY SPECIALIST TRAINEE | SE | 30 |
| 2059 | AIR QUALITY TECH | SE | 30 |
| 4065 | ALCOHOL/DRUG OPERATIONS/ UTILIZATION REVIEW COORDINATOR | SE | 30 |
| 4032 | ALCOHOL/DRUG PROGRAM ANALYST | SE | 32 |
| 0045 | ALCOHOL/DRUG TRAINING COORDINATOR | SE | 33 |
| 2063 | ANALYTICAL INSTRUMENTATION SPEC | SE | 34 |
| 2016 | ANIMAL CLINIC TECHNICIAN | SE | 25 |
| 2052 | ANIMAL CONTROL ASSISTANT | SE | 23 |
| 2017 | ANIMAL CONTROL OFF IN TRAINING | SE | 23 |

| | | | |
|------|-----------------------------------|----|----|
| 2053 | ANIMAL CONTROL OFFICER | SE | 26 |
| 2018 | ANIMAL CONTROL SHELTER SUPERVISOR | SE | 29 |
| 2050 | ANIMAL FACILITY ATTENDANT | SE | 22 |
| 0035 | ASSESSMENT INFO SUPERVISOR | SE | 29 |
| 0027 | AUDITOR-APPRAISER | SE | 35 |
| 0021 | AUDITOR-SEIU | SE | 36 |
| 3019 | AUTO MECHANIC I | SE | 25 |
| 3020 | AUTO MECHANIC II | SE | 28 |
| 3021 | AUTO MECHANIC III | SE | 30 |
| 3023 | AUTO SERVICES TECHNICIAN | SE | 23 |
| 8005 | BOOKMOBILE DRIVER | SE | 26 |
| 8010 | BRANCH LIBRARIAN | SE | 36 |
| 3001 | BRIDGE CREW SUPERVISOR | SE | 31 |
| 3000 | BRIDGE CREW WORKER | SE | 28 |
| 2039 | BUILDING INSPECTOR I | SE | 32 |
| 2040 | BUILDING INSPECTOR II | SE | 34 |
| 2041 | BUILDING INSPECTOR III | SE | 36 |
| 3033 | BUILDING MAINTENANCE MECHANIC I | SE | 24 |
| 3034 | BUILDING MAINTENANCE MECHANIC II | SE | 28 |
| 3035 | BUILDING MAINTENANCE MECHANIC III | SE | 30 |
| 3036 | BUILDING MAINTENANCE SUPERVISOR | SE | 31 |
| 0121 | BUYER TRAINEE | SE | 28 |
| 3024 | CARPENTER I | SE | 24 |
| 3025 | CARPENTER II | SE | 28 |
| 3026 | CARPENTER III | SE | 30 |
| 2012 | CARTOGRAPHER PLANNER | SE | 34 |
| 0033 | CHIEF PROPERTY APPRAISER | SE | 35 |
| S509 | CHILD SUPPORT ACCOUNTING SPEC | SE | 33 |
| S505 | CHILD SUPPORT SPECIALIST I | SE | 26 |
| S506 | CHILD SUPPORT SPECIALIST II | SE | 28 |

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MENDOCINO COUNTY GRIEVANCE FORM

GRIEVANCE FORM

Name: _____ Job Classification: _____

Department/Division: _____

Employee Organization (if applicable): _____

STEP I

AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.

Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within ten (10) working days from the date causing the grievance.

Supervisor's name: _____ Title: _____

The Supervisor has ten (10) days to respond to the grievance.

Date discussion held: _____ Date of Supervisor's response: _____

STEP II

IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO NEXT LEVEL SUPERVISOR WITHIN TEN (10) WORKING DAYS OF YOUR IMMEDIATE SUPERVISOR'S RESPONSE IN STEP I.

At Step II, provide one copy of this form to the County Human Resources Department and one copy to the Union.

Describe grievance:

Date of incident(s): _____ Specify regulation, rule, policy, or MOU provision violated:

Requested solution (be specific):

Employee's signature: _____ Date: _____

The supervisor shall respond within ten (10) working days from the time the written grievance was received and send a copy of the response to the County Human Resources Department and the Union.

Supervisor's Decision:

Supervisor's signature: _____ Date: _____

Step III

IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, SUBMIT TO THE DEPARTMENT HEAD WITHIN TEN (10) WORKING DAYS OF THE SUPERVISOR'S DECISION.

Within ten (10) working days after receiving the completed grievance form, the department head, or his or her designee, shall meet with the employee and shall discuss the grievance. The department head shall give his or her decision within ten (10) working days after the discussion and send a copy of the decision to Human Resources and the Union.

Date submitted to department head: _____

Employee signature: _____ Date: _____

Department Head's response:

The Department Head has ten (10) working days to respond.

Department Head's signature: _____ Date: _____

Step IV

Should the employee remain aggrieved, the union may appeal the decision of the Department Head to binding arbitration (Step Four). Such request for binding arbitration must be submitted to the Human Resources Director within ten (10) working days of receipt of the written decision of the department head.

Mediation

Prior to a grievance moving to Step Four, Binding Arbitration, the parties may, by mutual agreement, request the assistance of a mediator from the State Mediation & Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance. If the grievance is not resolved, discussions during mediation shall not be admissible in any subsequent hearing.



**COUNTY OF MENDOCINO
CATASTROPHIC LEAVE DONATION FORM**

Please note the following requirements:

- The donating employee must have a vacation leave balance of at least forty (40) hours after the donation of vacation leave.
- An employee requesting Catastrophic Leave must have donated a minimum of one (1) hour to the Catastrophic Leave Bank in the preceding 12 months; must have completed twenty six (26) pay periods with Mendocino County; and have exhausted all accrued sick leave, vacation leave, and compensatory time off (CTO) before qualifying for Catastrophic Leave.

To: Department Payroll Clerk

I, _____, hereby donate:
(Employee's Name - Please Print)

- _____ hours of CTO (Compensatory Time Off) AND/OR
- _____ hours of Vacation (Check type of leave hours to be donated)

One time only donation

to: _____ Department
A specific persons name on Catastrophic Leave OR

Catastrophic Leave Bank

Per pay period, starting pay period _____

OR

Employee Signature Phone ext. Date

Department Payroll Clerk Phone ext. Department

Hours entered by Payroll clerk (please initial) _____ Pay Period

Payroll clerk keeps a copy and forwards original to Human Resources



Confidential

**COUNTY OF MENDOCINO
Catastrophic Leave Request Form**

Catastrophic Leave is a paid leave of absence from donated hours of County employees to cover an employee’s time off due to a catastrophic illness or injury of the employee, the employee’s spouse, parent, or child. An employee may receive up to 480 hours of Catastrophic Leave in any 12-month period. The leave is given in 240-hour increments based on need, and is only available up to the extent hours have been donated by fellow employees either to the Leave Bank or an individual account.

To be eligible for Catastrophic Leave you must meet the following requirements:

- 1) Be a permanent (non extra-help) employee who has completed twenty six (26) pay periods with Mendocino County;
- 2) Have donated a minimum of one (1) hour to the Catastrophic Leave Bank in the preceding 12 months; and
- 3) Have exhausted all allowable accrued sick leave, vacation leave, and compensatory time off (CTO) before qualifying for Catastrophic Leave,
- 4) New employees with less than 26 pay periods may be eligible for Catastrophic Leave donated to them personally by other employees upon the approval of the Human Resources Director and the employee’s Department Head

Dept. Head Initials: _____

TO BE COMPLETED BY EMPLOYEE

Employee Name _____ At least one (1) hour donated on _____ (date)

Home Address _____ Home Phone _____

Dept. _____ Employee’s Phone Ext. _____

Supervisor _____ Supervisor’s Phone _____

REASON FOR LEAVE

I request Catastrophic Leave for the following reason and will attach appropriate documentation to support my request.

- My own long-term catastrophic illness or injury
- The long-term catastrophic illness or injury of my spouse, child, or parent
Name of individual(s) _____ Relationship _____
- Other (please fully specify) _____

Donation to Union Release Bank



Name: _____ SS#: _____

Department: _____ Work Phone: _____

This is my authorization to credit the Union Release Time Bank with leave time from my accruals. Please deduct the time from the type(s) of leave indicated below, in the indicated time increments.

Please donate in whole hours or 15-minute increments.

- Vacation:** 15 Min. One Hour Eight Hours Other: ___Hr___Min
- CTO:** 15 Min. One Hour Eight Hours Other: ___Hr___Min
- Personal Leave:** 15 Min. One Hour Eight Hours Other: ___Hr___Min

Signature: _____ Date: _____

- This Pay Period only.
- Each Pay Period beginning Pay Period _____.
- Employee's Copy Union's Copy Human Resource's Copy Payroll's Copy

Donation to Union Release Bank



Name: _____ SS#: _____

Department: _____ Work Phone: _____

This is my authorization to credit the Union Release Time Bank with leave time from my accruals. Please deduct the time from the type(s) of leave indicated below, in the indicated time increments.

Please donate in whole hours or 15-minute increments.

- Vacation:** 15 Min. One Hour Eight Hours Other: ___Hr___Min
- CTO:** 15 Min. One Hour Eight Hours Other: ___Hr___Min
- Personal Leave:** 15 Min. One Hour Eight Hours Other: ___Hr___Min

Signature: _____ Date: _____

- This Pay Period only.
- Each Pay Period beginning Pay Period _____.
- Employee's Copy Union's Copy Human Resource's Copy Payroll's Copy