

**COUNTY OF MENDOCINO
and
MENDOCINO COUNTY PROBATION EMPLOYEES
ASSOCIATION**

TENTATIVE AGREEMENT

1. TERM

- 3 Years –October 1, 2006 – September 30, 2009

2. WAGES

COLA

- Year 1 3% Effective the FFPP* following 1/1/07
- Year 2 3% Effective the FFPP* following 1/1/08
- Year 3 3.5% Effective the FFPP* following 1/1/09

*First Full Pay Period

3. Market Adjustment

- During the term of the Agreement, the parties agree that the following agencies will be used as the comparison market for the purpose of salary surveys:
 1. City of Ukiah
 2. City of Santa Rosa
 3. El Dorado County
 4. Humboldt County
 5. Lake County
 6. Nevada County
 7. Sonoma County
 8. Sutter County
 9. Yolo County
 10. Napa County
- Effective FFPP after January 1, 2007 – 1% Market Adjustment
- Effective FFPP after July 1, 2008, out-of-market adjustments for classifications that are:
 - Between 5-9.99% = 2.5% adjustment
 - Between 10-14.99% = 3.0% adjustment
 - 15% and greater = 3.5% adjustment

4. a. New Classifications

The Department will consider new classifications in the context of a restructuring plan to be implemented in July 2007. The Department will provide the Association with the proposed plan no less than sixty (60) days following Association ratification and Board approval of this MOU. After Association review, the parties may meet to discuss the proposed plan.

b. Department Internal Alignment Review

The County will conduct an internal alignment study. Restructured steps and/or internal alignment will be effective the earliest pay period following 7/1/07.

Effective July 1, 2007, the salary grade charts to be updated in the following manner:

- Bring rounding variations into alignment and establish uniformity in salary steps
 - Following classification reviews, revise salary charts and implement internal alignment
 - Include external alignment review as part of internal alignment considerations
- Effective the FFPP following July 1, 2007, all salary ranges will be increased by 5%.
 - Effective the FFPP following July 1, 2007, the 5% increases in steps will be implemented on a rolling basis as follows:
 - A Step dropped, incumbents to B Step
 - B remains 12-month step
 - New F Step becomes available
 - Staff advance to next step on anniversary date after 12 months at current step

5. Increase in Safety Retirement

During Year 2 of the Agreement, the County agrees to complete an actuarial valuation to determine the cost of an enhanced safety benefit for affected Unit members. Within six (6) months of completion of the valuation, the County agrees to meet and confer with the Unit on an enhanced benefit.

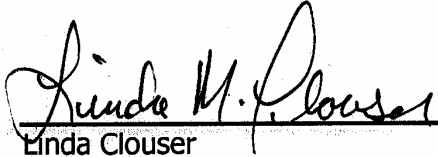
6. **Health Care Premium Limit**
Parties agree to maintain current MOU language.
7. **Retirement Medical Benefits**
County agrees to discuss any pending changes prior to implementation.
8. **Recognize Domestic Partners**
County will conform to law.
9. **Lead and Senior New Classifications**
Department agrees to review need for Lead and Senior classifications as part of the Department restructuring plan.
10. **Daycare Assistance**
County to assist employees with securing appropriate daycare with the employee assuming the majority of the cost
Parties to address issue in Labor-Management Committee.
11. **Bereavement Leave**
County agrees to use of non-consecutive Bereavement Leave days with no increase in total number of sick leave days that can be used as Bereavement Leave. Non-consecutive days shall be used within thirty (30) days of the first day of use.
12. **Recognition of MCEA as ONE Bargaining Unit**

Sideletter of Agreement
The parties agree that the issue of the availability of statutorily-provided interest arbitration is pending and that the final determination could produce different grievance remedies for a combined unit. Upon final resolution of the issue, the parties will meet to discuss combining the Probation Officers and the Juvenile Hall Employee Units.
13. **Military Buy Back**

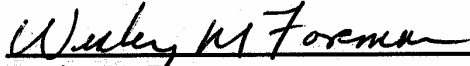
The County agrees to conduct an evaluation of the cost of Military Buy Back. Upon completion of the evaluation, the parties will meet and confer regarding the benefit.
14. **Unit MOU**
Within sixty (60) days of Association ratification and Board approval of this MOU, the County will draft a Unit-specific MOU and provide to the Association for review and finalization.

DATED: January 4, 2007

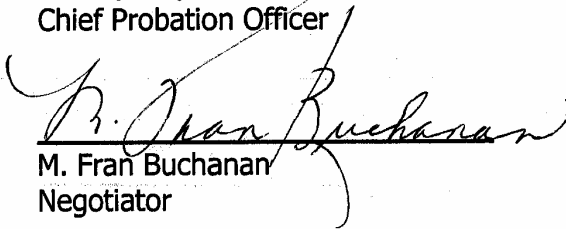
FOR THE COUNTY



Linda Clouser
Interim HRD Director



Wesley M. Forman
Chief Probation Officer

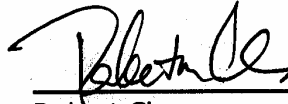


M. Fran Buchanan
Negotiator

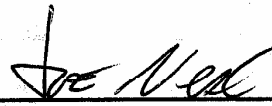
FOR THE ASSOCIATION



Mary Ellen Boltz



Robert Clare



Joe Neal



ELECTRONIC / FAX COPY ATTACHED

Tom Drumm
Negotiator, Local 707 Senior Field
Representative