

Memorandum of Understanding

between

County of Mendocino



and

**Mendocino County
Deputy Sheriffs' Association**

2005 – 2007

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County of Mendocino and the Mendocino Deputy Sheriffs' Association

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GENERAL PROVISIONS

ARTICLE 1. PREAMBLE

Pursuant to the Meyers-Milias-Brown Act and the County of Mendocino Employer-Employee Relations Policy, this Memorandum of Understanding has been entered into by the County of Mendocino, hereinafter referred to as the County, and the Mendocino County Deputy Sheriffs' Association, hereinafter referred to as the Association. The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the County and the Association, and the establishment of rates of compensation, hours of work, resolution of grievances, and other matters relating to employment conditions to be observed by the parties.

ARTICLE 2. RECOGNITION

The County hereby recognizes the Association as the sole and exclusive representative for the bargaining unit consisting of all employees in the following classes:

- Deputy Sheriff/Coroner I & II
- Sheriff's Sergeant
- Corrections Corporal
- Corrections Deputy
- Corrections Sergeant
- Public Safety Dispatcher Public
- Safety Dispatcher Supervisor
- Marijuana Eradication Officer
- District Attorney Investigator
- Sheriffs' Evidence Technician
- Sheriffs' Evidence Technician Supervisor
- Welfare Fraud Investigator

ARTICLE 3. FULL FORCE AND EFFECT

1. All written wages, hours, terms and conditions of employment that are both currently in effect and covered by the Meyers-Milias-Brown Act, including those set in this Agreement, shall remain in full force and effect during the term of this Agreement, unless changed by mutual agreement except in circumstances pursuant to the Meyers Milias Brown Act Section 3504.5, Paragraph 2. Such written wages, hours, and terms and conditions of employment include those set forth in the Mendocino County Code, the Civil Service Rules, the County Employer-Employee Relations Policy, the Mendocino County Sheriff's Office written policies, rules and regulations, and written working conditions that are established by any other rules and/or regulations.
2. An Employee shall not be disciplined for violating an unwritten rule, regulation, policy or procedure.

ARTICLE 4. CONCLUSIVENESS

1. DSA and the County agree that during the negotiations which resulted in this MOU, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation; therefore, during the term of this Agreement, the County and DSA shall not be obligated to meet and confer on any matter.
 - A. Whether or not specifically referred to in this MOU;
 - B. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
 - C. Whether or not the matters were proposed and later withdrawn during negotiations.
2. Notwithstanding the above, the parties agree to meet and confer over revisions to the Civil Service Ordinance and the Civic Service Rules during the term of this Agreement. The parties further agree that the County shall not take action to implement such revisions during the term of this Agreement unless there is mutual consent to do so.

ARTICLE 5. CONTENT, TERMS AND CONDITIONS

If any Article or Section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Articles and Sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any Article or Section, the County and the Association agree to meet within thirty (30) days for the purpose of renegotiating said Article or Section.

ARTICLE 6. ASSOCIATION RIGHTS

1. Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and County policies, rules and regulations.
2. The Associations rights include:
 - A. The right to represent its members before the Board of Supervisors or advisory boards or commissions, with regard to wages, hours, and working conditions or other matters within the scope of representation subject to the provisions of applicable Federal, State or County laws and regulations.
 - B. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to the matters within the scope of representative.
 - C. The right to a reasonable amount of time during regular working hours to represent its members before the Board of Supervisors or their representatives when formally meeting and conferring on matters within the scope of representative, such time allowance to be limited to three (3) members of the Association.
 - D. The right to payroll deductions made for payments of organization dues and lawful programs.
 - E. The right to the use of the designated bulletin board by recognized employee organizations in each building or facility where employees represented by the Association are assigned, subject to the following conditions;

- 1) Material shall be posted on space as designated.
 - 2) Posted material shall bear the identity of the organization.
 - 3) Posted material shall not be misleading, contain any deliberate misstatements, or violate any Federal, State or local or Civil Service ordinance, law statute or rule.
 - 4) Material shall be neatly displayed and shall be removed when no longer timely.
 - 5) Posted material shall not be of such quantity as to prevent the use of such bulletin boards for other County purposes. (No such employee organization material shall be posted or displayed at other than a regular bulletin board).
- F.** The use of County facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on the appropriate charges to offset the cost of such use.
- G.** The Board of Supervisors or its designated representative making copies of the agenda available.
- H.** Reasonable access to employee work locations for officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- I.** There shall be no discrimination because of lawful Association activities against any employee or application for employment by the County or by anyone employed by the County.
- J.** It is acknowledged that nothing contained in this agreement is a waiver by the Association of its right to meet and confer on any proposed changes by the County or any matter(s) relating to employment conditions and employer-employee relations, including but not limited to, wages, hours and other terms and conditions of employment during the term of this Agreement.
- K.** The Association shall have the right to utilize County duplicating equipment, at a cost not to exceed that charged County departments and under the same conditions imposed upon County departments, and to utilize the County interoffice mail system, for the conducting of Association business. All Association mail sent through the County interoffice mail system shall have the following statement printed or stamped prominently at the bottom of each page: "The County neither agrees nor disagrees with the above information".
- L.** The Association and its members are authorized to utilize the department computer electronic mail to communicate information relative to the Association. The following rules and regulations govern the use of the electronic mail system. These regulations are incorporated into the Department General Orders Manual. A violation of any Federal or State law, County Code, Civil Service or General Orders regulation while using the electronic mail system may subject the employee to disciplinary action up to and including termination.
- 1) This authorization is for DSA business only and is not to be used to transmit information of a personal nature.
 - 2) Transmission of any information that is offensive, obscene or discriminatory (sex, race, or ethnicity) is prohibited.
 - 3) There shall be no transmission of any material that would tend to criticize, demean, or judge any employee.

- 4) Electronic computer messages which would violate the provisions of County Code Section 3.16.170 relating to political activity is prohibited.
- 5) The system is for information purposes only and is not intended for storage. Information should be deleted/removed as soon as possible after receipt.

ARTICLE 7. CONSULTATION

Upon request, the County will consult with authorized Association representatives regarding matters of concern to the MDSA, within the definition of consultation as set forth in Section II of the County of Mendocino Employer-Employee Relations Policy.

ARTICLE 8. GRIEVANCE PROCEDURE

The only grievance procedure for all employees represented in this unit shall be as follows:

1. Procedure is hereby established to permit systematic consideration of an individual employee grievance. The objective of this procedure is to resolve grievances as informally as possible and near as possible to the job level in which the grievance has arisen.
2.
 - A. The employee may request the assistance of another person of his/her own choosing in preparing his/her grievance.
 - B. A copy of all written grievances shall be forwarded to the Association president or his/her designee.
3. A grievance is an allegation by an individual employee or employees that a written County-wide rule, regulation, resolution, ordinance, policy, procedure or this MOU has been misapplied to the disadvantage of the employee(s). Excluded from this definition are:
 - A. An allegation for the purpose of changing a written County-wide rule, regulation, resolution, ordinance, policy, procedure or this MOU.
 - B. An allegation for which appeal is already provided in Chapter 3.16 (Civil Service) or the Mendocino County Code.
4. The County Grievance Committee for the DSA unit shall consist of a representative selected by the grievant, a representative selected by the Sheriff, and the County Administrative Officer or designee, who shall not be a member of the Sheriff's Office, as Chairman.
5. The grievance procedure shall be as follows:
 - A. An aggrieved employee shall first discuss his/her grievance informally with his/her immediate supervisor. Initial discussion shall be sought by an employee not later than ten (10) working days after the cause for grievance occurred.
 - B. If the grievance is not satisfactorily adjusted within three (3) working days, the employee may present his/her grievance in writing to his/her higher level supervisor with a copy to the immediate supervisor within five (5) working days after the expiration of the aforesaid three (3) working days. The responsible supervisor at this level shall hear the grievance and render a decision in writing within five (5) working days.

- C. If the employee remains aggrieved, he/she may appeal in writing within five (5) working days to the department head who shall render a written decision on the grievance within seven (7) working days.
- D. If the employee remains aggrieved, he/she may appeal in writing within seven (7) working days to the County Grievance Committee. The County Grievance Committee shall hold a hearing within ten (10) working days after receipt of the written grievance. All correspondence dealing with the grievance shall be filed with the Committee prior to the hearing. The Committee's majority shall render a decision in writing within five (5) working days after the date of the hearing.
- E. If the employee or department head does not agree with the decision of the Grievance Committee, either party may appeal in writing to the Grievance Appeals Board within seven (7) working days after the Grievance Committee has issued its decision. The Grievance Appeals Board shall consist of the five (5) members of the County's Civil Service Commission sitting ex-officio as the Grievance Appeals Board. Any appeal addressed to the Grievance Appeals Board shall be filed in the Human Resources Department that shall then immediately contact members of the Appeals Board to arrange for a hearing date within seven (7) working days of the receipt of the appeal. The Grievance Appeals Board shall render a written decision within ten (10) working days after the conclusion of the hearing. The decision of the Grievance Appeals Board shall be final.

6.

- A. The time limits specified in any subsection of this grievance procedure may be extended to a definite date by mutual written agreement between the employee and the department head.
- B. If the aggrieved employee does not adhere to the time limits specified in any subsection of this grievance procedure, the grievance shall be deemed settled by the Department's latest response.
- C. If the Department, through the appropriate supervisor, does not adhere to the time limits specified in any subsection of this grievance procedure, the grievance is automatically progressed to the next immediate step.

ARTICLE 9. WORKWEEK, OVERTIME, COMPENSATORY TIME

Notwithstanding any other provisions of Article 9 of the DSA Memorandum of Understanding, employee classifications represented by the Deputy Sheriff's Association may be scheduled to work a minimum of eighty-four (84) hours each fourteen (14) day work period. Each fourteen (14) day work period will be concurrent with each regular County pay period. A schedule would consist of working forty-eight (48) hours one week and thirty-six (36) hours the next week, with at least two (2) days off between shifts unless otherwise agreed to by the employee. Overtime will be earned for hours worked in excess of eighty (80) hours in each fourteen (14) day work period. The currently negotiated Memorandum of understanding concerning overtime pay would remain the same with regards to call out, call back, and court time. In addition, overtime will be paid for any shifts that exceed twelve (12) hours.

1. Workweek

A work week for non-bailiff personnel is defined as five (5) consecutive eight (8) hour work days with two (2) consecutive days off. For the purpose of time worked in a work week, all

paid leave time taken during a week shall be computed as time worked. A work day for employees represented by the DSA shall be eight (8) consecutive hours, within which is included a reasonable meal period.

2. Transition Period

During the transition period of the normally scheduled shift rotation, if an employee is scheduled to work more than five (5) consecutive days, the sixth (6th) day shall constitute the beginning of a new work week, and will not be subject to overtime provision, except for those hours worked in excess of eight (8). Every effort will be made to minimize the employee working more than five (5) consecutive days.

Transition period shall be defined as the last week of the expiring schedule and the first week of the new schedule.

3. Exception

Exception to the above may be made by the Department at the written request of the employee.

4. Overtime

All overtime will be either paid or accumulated at time and one-half the normal hourly rate.

5. Compensation for travel to/from in service training school

The parties agree that employees represented by the Association shall be compensated at the overtime rate when traveling to or from an in service training school outside of their normal work schedule

6. CTO Maximum

The parties also agree that employees represented by the Association may accumulate a maximum of ninety-six (96) hours of compensatory time off, computed at a rate of one and one-half times (1½) hours worked. No more than forty (40) hours of compensatory time off may be cashed out per quarter.

7. Compensatory Time Off

A. Compensatory time off, computed at a rate of one and one-half times (1½) the hours worked, may be accumulated to a maximum of ninety-six (96) hours. Any overtime worked in excess of the accumulation shall be paid overtime.

B. At the time such overtime work is required, the employee shall be advised whether overtime work shall be paid or compensatory time off granted. Accumulated compensatory time off may be taken by an employee as time off with pay upon the request of the employee and approval of the appointing authority. Upon termination of employment for any reason, all accumulated compensatory time off shall be paid. All accumulated compensatory time off earned but not taken as time off, with pay in the first six (6) months of a calendar year, shall be paid in the last pay period of June or continued as accumulated compensatory time off at the election of the employee. However, all accumulated compensatory time off earned by employees in the Law Enforcement Unit, but not taken as time off with pay in the first six (6) months of a calendar year shall be continued as accumulated compensatory time off.

C. All accumulated compensatory time off earned but not taken as time off with pay in the last six (6) months of a calendar year, together with any accumulated compensatory time off continued but not taken from the first six (6) months, shall be paid in the last pay period of December of that calendar year. However, such accumulated compensatory time off earned by Law Enforcement Unit employees shall be continued as accumulated time off.

D. Employees in the Law Enforcement Unit shall have the option to request cash payment for compensatory time off during any pay period. If payment is not requested the CTO shall continue to accumulated to ninety six (96) hours maximum. Payment for compensatory time off shall be limited to forty (40) hours per quarter.

8. Change in Work Schedule

A. Employees in the Law Enforcement Unit shall be given a notice of at least four (4) calendar days of a change in work schedule. Such a four (4) day notice of change in work schedule will not be required when an unforeseen emergency exists or when a fellow employee is absent due to illness or injury, and such leave was not requested four (4) days prior to absence. If the department is unable to give a four (4) calendar day notice of change in schedule, the employees affected by the change shall be entitled to overtime compensation for work performed other than their originally scheduled work week during the four (4) calendar day notice period. It is understood that the language in this item is not intended to change, in any way, the present policies used for sick leave, alteration of work hours to cover such leave, or compensation for such work.

B. For the purposes of this section, an emergency is defined as any natural or man-made disaster affecting the need for law enforcement services to the community or an unscheduled, unplanned sudden need to increase the level of service to the community.

9. Rest Periods

All employees are allowed fifteen (15) minute rest periods for each period of work of four (4) consecutive hours. This period shall be considered as time worked. This provision shall not apply when the public good mandates that employees must work in emergency situations.

10. Distribution of Overtime

Every effort shall be made to equalize the distribution of overtime over which the Sheriff has control by offering the overtime first to the employee with the least amount of accumulated overtime on the books.

11. Release Time Bank

Employees within this unit may contribute hours of vacation time or CTO time to an Association Release Time Bank. The release time will be used by the Association for Association business or other lawful activities of benefit to the Association or the members.

All time used from this bank will be done under the same guidelines as vacation or CTO usage and is conditioned upon receipt of prior approval of the employee's supervisor. This change shall not affect the current provisions in the County Employer/Employee Relations Policy regarding release time off for the meet and confer process.

ARTICLE 10. COURT TIME

Employees represented by the Association who are called to duty or subpoenaed to court about events arising out of their employment, at a time when they are not working, shall be compensated at the rate of time and one half (1½) the employee's regular rate of pay with a minimum compensation of three (3) hours, except that there shall be no minimum compensation when such duty or testimony is scheduled to be contiguous to the employee's regular duty shift.

1. Contiguous shall mean, if an employee is either in the office, or on the grounds of a station, or in service (on the air) prior to or subsequent to normal duty shift and the employee is assigned, said assignment shall be contiguous for the purposes of this section. Overtime at time and one half (1½) an employee's regular rate of pay shall only be paid for the period worked for contiguous assignment.
2. Compensation at the rate of time and one half (1½) an employee's regular rate of pay, for a minimum of three (3) hours, shall be made to an employee scheduled to appear in court during off-duty hours, if an employee is not notified of a cancellation of said court appearance by the end of his/her shift on the last day the employee worked before the scheduled hearing, provided that the employee must confirm (i.e. e-mail, fax, Sheriff's Office subpoena coordinator) that no cancellation has been received before the end of his/her last day worked prior to the scheduled appearance.

ARTICLE 11. OFF DUTY MEETING PAY

Employee's required to attend meetings, during time they would otherwise be on non-duty hours, will be entitled to compensation at the rate of time and one half an employee's regular rate of pay for a minimum of three (3) hours, unless such meeting or training session is contiguous to the employee's regular duty shift as defined in these Articles.

ARTICLE 12. MEDICAL BENEFITS

The medical benefits shall be as contained in the County's health plan document.

1. Medical Plan

- A. Employees may participate in Plan I, or reduce their coverage to Plan II.
- B. Employees who can provide proof of equivalent alternative major medical insurance may opt out of the County's plan. In the event their alternate insurance ceases for any reason the employee will be allowed to re-enroll in the County plan.
- C. The regular open enrollment period for 2006 (effective the beginning of the first full pay period in January of 2006) will be held during November 2005.

2. Health Insurance Premiums

- A. The parties will continue the 75/25 cost sharing on health insurance premiums in the amounts as set forth in the County Health Premium schedule. The County may reasonably delay implementation of any new premium increase and changes in order to assure appropriate administration and technical requirement for implementation.

B. In the event the Health care premium cost increases more than sixteen percent (16%) during the term of the MOU, the parties will meet and confer prior to the adoption of an increase in excess of sixteen percent (16%).

3. 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.

4. Maintenance and Improvement of Benefits

A. The pertinent plan document shall be maintained during the term of this MOU.

B. DSA commits to on-going representation at the monthly Health Benefits Committee (HBC) Meetings.

5. Health Plan Review

The County will continue to review the stability of the health plan and make recommendations to the HBC.

ARTICLE 13. OCCUPATIONAL HEALTH SERVICES

The County agrees to provide the Level One plan available from Occupational Health Services, Inc. (O.H.S., Inc.), located in Larkspur, California, for a monthly cost not to exceed four dollars and two cents (\$4.02) per employee per month.

ARTICLE 14. PHYSICAL EXAMINATION

1. The County agrees to pay One Hundred Dollars (\$100.00) annually or Two Hundred Dollars (\$200.00) biennially, of the cost of a physical examination to a physician of the employee's choice. The employee may schedule the physical examination on County paid time.
2. The County shall pay One Hundred Dollars (\$100.00) and credit the employee for County paid time for the physical examination only after receipt, by the Sheriff, of a completed report from which details the results of the physical examination; such report to include remedial recommendations.
3. All persons covered under the MOU for DSA agree that physicals shall include a stress test not to exceed One Hundred Dollars (\$100.00) in cost, every other physical starting with the physical in the contract year of 1982-83, except those deputies who have taken a physical prior to March 18, 1983. These deputies will be required to take a stress test with their next physical and every other physical thereafter.

EXAMPLE:

- Deputy A takes a physical 1983 March 19 or after (stress test must be included)
- Deputy A takes a physical again in 1985 (no stress test required)
- Deputy A takes a physical 1989 (stress test just be included)
- Deputy B takes a physical prior to March 18, 1983 (no stress test required)

Deputy B waits and takes next physical in 1989 (stress test must be taken)

ARTICLE 15. PHYSICAL FITNESS

The Association agrees that there exists a need for employees to be physically fit and therefore strongly encourages each employee to participate in a voluntary physical fitness program of his/her choosing which will take into consideration appropriate weight relative to height.

During the term of this MOU the Association and the County shall engage in discussions, in a non-meet and confer forum, to pursue development of a voluntary physical fitness program.

ARTICLE 16. WAGES

Classifications represented by MCDSA shall receive the following scheduled pay increases in the first full pay period of the month indicated herein. No increases during the term of this agreement are scheduled except those listed below.

1 % COLA for all Members effective January 1, 2006.

1 % COLA for all Members effective July 1, 2006.

1 % COLA for all Members effective January 1, 2007.

The salaries for employees represented by the Association for the term of this agreement (unless changed as a result of the meet and confer process) shall be as provided for in Attachment "I".

ARTICLE 17. PREMIUM PAY

1. Corrections and Communications Retention Premium

Corrections and Communications personnel shall receive a three percent (3%) premium after the completion of five (5) years service within the division and a two percent (2%) premium, for a total of five (5%) percent, after the completion of ten (10) years within the division. Those classifications eligible to receive Corrections and Communications Retention Premium pay are:

Corrections Deputy Corrections Corporal
Corrections Sergeant
Public Safety Dispatcher
Public Safety Dispatcher Supervisor

2. POST Premiums

- A.** Except Deputy Sheriff I, each employee who has been awarded a valid intermediate or advanced certificate issued by the California Commission of Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County.
- B.** Each eligible employee who has been awarded a valid intermediate certificate shall receive a premium pay of 5% of his or her base hourly rate added to the employee's base hourly rate for all compensation purposes, including overtime.
- C.** Each eligible employee who has been awarded a valid advanced certificate shall receive an additional 5% of base hourly rate added to the employee's base hourly rate for all compensation purposes, including overtime.

- D. The payments set forth in this Article 17 shall become effective at the beginning of the first full pay period following the date of eligibility or application for the specified POST premium, whichever date is later.
- E. Only the following classifications are eligible to receive POST Premiums:
 - Deputy Sheriff /Coroner
 - Sheriff's Sergeant
- F. The County may, at its sole discretion, determine that other classifications may receive specialty or POST Premium pay.

ARTICLE 18. ASSIGNMENT PREMIUMS

1. Assignment Discretion

The Sheriff has unfettered discretion to assign an employee to, or reassign an employee from an assignment which is eligible to receive an Assignment Premium. Therefore, assignment to, or reassignment from an assignment which is eligible to receive an Assignment Premium is not appealable in any form, process or tribunal.

2. Investigations Assignment Premium

- A. Deputy Sheriff's and Sheriff's Sergeants assigned to the Sheriff's Detective Unit, Marijuana Suppression Program (COMMET) or the Major Crimes Task Force shall receive an assignment premium of five percent (5%).
- B. An employee who does not have full Peace Officer powers or who does not perform the full range of duties of a Detective, Investigator or Special Agent (e.g. Evidence Technician) shall not be eligible for the Investigations Assignment premium.

3. Training Officer Premium

- A. An employee who is assigned as a Field Training Officer (FTO), Field Training Sergeant (FTS), Facility Training Officer, or Dispatch Training Officer shall receive a Training Officer Premium of five percent (5%) of base salary per pay period for the entire pay period during which she/he is so assigned.
- B. Employees shall be assigned training and training supervisor responsibilities based on Department staffing requirements and budget constraints.

4. Bilingual Duty Premium

The Appointing Authority may designate any position within the bargaining unit to receive bilingual pay.

An employee, to qualify for bilingual pay, must demonstrate a language proficiency of job related terminology, acceptable to the Appointing Authority and the Human Resources Director.

Within six (6) months of DSA ratification and County approval of this MOU, the parties shall meet to develop and implement a bilingual safety communications program for the Department. Employees who are subsequently certified by the Department and Human Resources as having met the Basic Safety Communications proficiency level will receive three percent (3%) premium pay. Employee's who are currently or who become certified as fully proficient will receive five percent (5%) premium pay.

5. Animal Handler Differential Pay

Employees assigned as an Animal Handler shall receive five percent (5%) differential pay. The assignment as an Animal Handler is at the direction of the Sheriff and such assignment shall be for a minimum of one pay period.

6. Resident Post Pay Premium

- A.** An employee who has been permanently assigned to a resident post shall receive a resident post premium of approximately five percent (5%) on the County range table added to base pay.
- B.** An employee permanently assigned to a resident post pursuant to this section shall be compensated an additional Fifty Dollars (\$50.00) in uniform allowance, paid quarterly in four (4) equal amounts.
- C.** Resident posts and their boundaries shall be as designated by the Sheriff. To be eligible for resident post pay, the employee's principal residence must be within the boundaries of the resident post.
- D.** For the purposes of this section, principal residence is defined as the employee's true, fixed and permanent home to which he/she has manifested the intention of returning whenever he/she is absent. Prima facie evidence of principal residency may include but is not limited to, the following:
 - 1) Address where registered to vote
 - 2) Where the employee resides on workdays, non-workdays and holidays
 - 3) Attendance of dependants at a primary or secondary school
 - 4) Declaration of residency to obtain a license of any other privilege of benefit
 - 5) Other acts, occurrences or events that indicate presence within the resident post boundary is more than temporary or transient.
- E. Covelo Resident Deputy Bonus Pay Program**

In addition to the five percent (5%) residency post pay set forth in this section, a pilot program is created that would allow, at the sole unfettered discretion of the Sheriff, a bonus to be paid to Covelo Resident Deputies (limit of four (4) Deputies) after completion of twelve (12) months of resident service. The terms of this bonus pay program are as follows:

- 1) Bonuses in the following amounts may be paid at the sole unfettered discretion of the Sheriff under the following schedule.
 - (a) After completion of the twelve (12) months of resident service in the Covelo community, the Sheriff, at his discretion, may pay a bonus amount per resident Deputy - not to exceed three thousand dollars (\$3000.00).
 - (b) After completion of twenty-four (24) months of resident service in the Covelo community, the Sheriff, at his discretion, may pay a bonus amount per resident Deputy not to exceed five thousand dollars (\$5000.00).
 - (c) After completion of thirty-six (36) months of resident service in the Covelo community, the Sheriff, at his discretion, may pay a bonus amount per resident Deputy not to exceed seven thousand dollars (\$7000.00).
 - (d) After four (4) years of completion of resident service in the Covelo community, and after completion of resident service in the Covelo community each successive year thereafter, the Sheriff, at his discretion, may continue to pay a bonus pay per

resident Deputy an amount not to exceed the maximum amount of seven thousand dollars (\$7000.00).

2) In the alternative, and not in conjunction with the above described bonus pay program, a bonus incentive program is created. This incentive program is also paid at the sole unfettered discretion of the Sheriff.

(a) A resident Deputy permanently assigned to residency post in the Covelo community, may request reimbursement for the rental or lease cost of housing within the (historic) Round Valley Judicial District for the first year of resident service in said District.

(b) Reimbursement may not exceed Two Hundred Seventy Five Dollars (\$275.00) per Deputy per month

(c) A receipt verifying the amount of the rental or lease expense must accompany requests for reimbursement under this bonus incentive program alternative.

(d) The election of which program the employee desires to participate in, the pilot bonus program or the bonus incentive housing reimbursement program, must occur within thirty (30) days of accepting assignment as a Covelo resident Deputy, and must be maintained for the balance of the first year of the resident service, or in respect to the housing reimbursement program, for the period of resident service if less than one year.

(e) Because payment of any bonus and the amount to be paid is determined by the employer without prior promise or agreement, and therefore, the employee has no contract right, express or implied, to any bonus amount, the bonus amount shall not be included in any overtime computation.

7. Work Out of Classification Assignment Pay

Upon specific written assignment by the Sheriff or his/her designated representative, an employee may be required to perform the principal duties of his/her supervisor when the supervisor is temporarily absent from the position. Employees so assigned shall be compensated with the salary increase to a step in the salary schedule that most closely approximates a five (5%) percent increase. Such employees shall not suffer any loss of benefits or compensation during such assignment. This section will not be used to delay the promotional process.

Consistent with all of the above conditions, an employee in one of the classifications described above who is required to perform the principal duties which are normally performed by a supervisor at least two levels above the employee's current classification shall be compensated with a salary increase. Such increase shall be established by placing the employee at the salary step that most closely approximates a ten (10%) percent increase.

8. Special Pay Compensation

RETAINING THE CURRENT DEFINITIONS OF OVERTIME AND PREMIUM PAYS

This section sets forth which premium or special compensation payments are included in calculating overtime and which premium, incentive or bonus pays are not included in determining overtime as follows:

A. Special Compensation Premium Pays

Premium pays provided in this Memorandum will be added to an employee's base hourly rate for computing overtime or any other differential, premium pay, or any other specialty pay unless specifically provided for in this Memorandum.

B. Specialist Premiums

- 1) The County will provide specialist premium compensation to employees whom the Department Head assigns to a specialized unit of duty from among those assignments listed below.
 - 2) Animal Handler, Bilingual, Investigator, Resident Post and Training Officer are non-civil service job designations.
 - 3) Specialist premium pay shall be compensated according to the levels shown below:
 - (a) Level I Pay is included in determining overtime according to all hours worked (includes regular hours worked and overtime):
 - 1. Intermediate Peace Officer's Standards and Training (POST)
 - 2. Advanced POST
 - 3. Longevity
 - 4. Resident Post Pay
 - (b) Level II Job class related specialty or incentive pays or assignments (not included in overtime):
 - 1. Animal Handler
 - 2. Bilingual
 - 3. Detective/Investigator
 - 4. Training Officer
 - 5. Bonus pays paid at the discretion of the department head
- Note: also see Covelo Resident Deputy Bonus Pay Program

9. Educational Incentive

Deputy Sheriff-Coroner I, Deputy Sheriff-Coroner II, Sheriff's Sergeant

- A.** Effective January 1, 2007, the classifications of Deputy Sheriff-Coroner I, Deputy Sheriff-Coroner II and Sheriff's Sergeant shall be eligible for an Educational Incentive premium as provided herein.
- B.** To qualify for award of this premium, applicants shall have completed combinations of experience, post-secondary education and training as prescribed by this Article.
 - 1) Years of Service: Only current, continuous, full-time service in the classifications of Deputy Sheriff-Coroner I, Deputy Sheriff-Coroner II or Sheriff's Sergeant with the Mendocino County Sheriff's Office shall be counted. Years of service accrued during a prior term of employment shall not be counted for purposes of this premium.
 - 2) Education Points: One semester unit shall equal one education point, and one quarter unit shall equal two-thirds of a point. Such units of credit shall have been awarded by a community college, college or university accredited by a national or regional accrediting body recognized by the United States Department of Education.
 - 3) Training Points: Twenty classroom hours of police training acknowledged by the California Commission on Peace Officer Standards & Training shall equal one training point. Such training must be conducted in a classroom or other appropriate site, in increments of two hours or more, taught by a qualified instructor, concluded with appropriate testing, and for which records are kept.

(a) All education and training must be supported by copies of transcripts, diplomas and other verifying documents attached to the application for premium pay. Units of credit transferred from one educational institution to another must be documented by transcripts from both such educational institutions. When credit is awarded, it shall be counted for either training or education points, whichever is to the advantage of the applicant.

(b) Training acquired in completing a certified Basic Course may be credited toward the number of training points or the number of units necessary to obtain the premium pay. When education points as well as training points are acquired in completing the Basic Course, the applicant may select, without apportionment, the use of either the education points or the training points.

C. An Educational Incentive premium of 3% shall be paid to eligible employees who:

- 1) Have completed no less than five years of current, continuous, full-time service as defined in Section 2.a. above; and
- 2) Have acquired no less than 25 education points as defined in Section 2.b. above; and
- 3) Have acquired no less than 25 training points as defined in Section 2.c. above.

D. An additional Educational Incentive premium of 2% (for a total of 5%) shall be paid to eligible employees who:

- 1) Have completed no less than ten years of current, continuous, full-time service as defined in Section 2.a. above; and
- 2) Have acquired no less than 30 education points as defined in Section 2.b. above; and
- 3) Have acquired no less than 30 training points as defined in Section 2.c. above.

E. All applications for this premium shall be completed on a form prescribed by the Sheriff's Office.

- 1) The applicant shall sign the form attesting that he or she meets the minimum requirements for the level of premium pay requested.
- 2) Documents verifying completion of the required education and training points shall be attached to the application.
- 3) Completed applications shall be submitted to the Sheriff's Professional Standards Unit for review.
- 4) The original application and its attachments shall be placed in the employee's personnel file maintained by the Sheriff's Office.
- 5) Corrections Personnel, Dispatcher Classifications

Effective 1/1/07, For Corrections Personnel and Dispatcher Classifications:

- 3% upon completion of an AA degree
- 5% upon completion of a BS/BA degree

During the term of this Agreement, the parties will meet to discuss the possibility of establishing training and/or certification criteria to serve as a basis for educational incentive compensation.

10. Work Out Of Classification Pay

Upon specific written assignment by the Sheriff or his/her designated representative, an employee may be required to perform the principal duties of his/her supervisor when the supervisor is temporarily absent from the position. Employees so assigned shall be compensated with the salary increase to a step in the salary schedule that most closely approximates a five (5%) percent increase. Such employees shall not suffer any loss of

benefits or compensation during such assignment. This section will not be used to delay the promotional process.

Consistent with all of the above conditions, an employee in one of the classifications described above who is required to perform the principal duties which are normally performed by a supervisor at least two levels above the employee's current classification shall be compensated with a salary increase. Such increase shall be established by placing the employee at the salary step that most closely approximates a ten (10%) percent increase.

11. Stand-By

The County agrees to implement by no later than pay period 26 of Fiscal Year 2000-2001 [December 10, 2000] a stand-by or on-call system that meets the County's concerns about the overtime and full compensation requirements of FLSA, legal, policy and budgetary constraints, and the departmental needs of the Sheriff's Office.

- A.** DSA, the County and the Sheriff's Office's designated representatives agree to meet and confer at mutually agreeable dates and times to craft an on-call or stand-by policy and system.
- B.** Stand-by or on-call shall be a flat rate pay of \$2.50 per hour.
- C.** The parties agree and understand that this provision for on-call or stand-by status is meant to comply with existing law, and is not meant to be full-time or regular work time as defined by FLSA.

ARTICLE 19. RETIREMENT CREDIT

- 1.** Section 3.04.160 of the Mendocino County Code shall be amended to authorize credit upon retirement of one hundred percent (100%) of the unused sick leave for purposes of calculating length of service for the determination of retirement benefits.
- 2.** Effective February 8, 1998, the County agrees to increase its contribution to the retirement fund in lieu of that portion of the employees existing contribution by 3%. This increase, with the contribution currently being paid by the County, shall total 6% of base salary.
- 3.** An employee represented by DSA who was employed as a full time permanent employee on 1/1/96 and who has at least 20 years of service as defined in Section 1 shall be entitled the lesser amount of the amount equal to actual cost or \$256/month for health benefit premiums for his/her spouse upon retirement paid to the Retirement Board on behalf of the employee. For the purpose of this section, a spouse is a person to whom the employee is legally married. An employee that leaves the Mendocino County Retirement System and uses time served with Mendocino County to integrate into a new system that has reciprocity with the County shall not be eligible for this benefit. The employee need not be married at the time of retirement and may add his/her spouse in the event of marriage, or remarriage as a result of death or divorce. The employee shall enroll his/her spouse within sixty (60) days of the qualifying event. This benefit may only be applied to a health benefit plan provided by the County Retirement Board for retirees. Employees who are eligible for this benefit upon retirement shall remain eligible for life, and you may receive any increase in benefits as a result of changes in the MOU.

4. Safety Retirement Classifications represented by DSA shall receive the following changes, corrections, and increases in retirement benefits as scheduled:
 - A. Effective the first full pay period in July 2005, the County will implement the formula in Government Code Section 31664.2 (the 3% at 55 safety retirement formula) for all DSA safety members.
 - B. Eligibility to receive this safety retirement enhancement to receive 3% at 55 is contingent on the employee being employed by Mendocino County on or hired after July 1, 2005 in a safety retirement eligible classification represented by a bargaining unit that has received this retirement enhancement benefit.
 - C. The County will pay for past safety retirement service of the employee provided that this past employment occurred in the service of County of Mendocino in a classification that was receiving safety retirement at the time of the employee's service in that classification.
 - D. Pursuant to Government Code Section 31581.2, it is the intent of the Board of Supervisors that the retirement contributions made by the County, including those for past service, do not become a vested interest of, and will not accrue to the employee. Upon retirement, sufficient funds will be transferred to the retirement reserves to assure that the retirement benefit is paid to the member and or spouse.
 - E. Effective the first full pay period in January 2003, the County will adjust the retirement contribution rates to reflect the cost of Living Adjustments (COLA) as recommended by the Retirement System actuary which will result in no sharing of COLA costs among general and safety members.
 - 1) The County will at that time contribute an amount sufficient to cover the estimated cost to safety members in DSA for this separation in retirement COLA payments, so as to result in no loss in pay to DSA safety members.

ARTICLE 20. VACATION LEAVE

1. Full Time Employees. Every full time employee of the county of Mendocino shall be credited with forty (40) hours of paid vacation upon the completion of thirteen (13) biweekly 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.
2. Every part time employee holding a budgeted position which is compensated at a biweekly rate and who is employed a minimum of twenty (20) hours per week shall receive a portion of the vacation benefits as set forth in Subsection 1 above and Subsection 4(A) below in direct relation to the fixed percentage of full time work to which the position is budgeted and allocated.
3. Each year of service shall consist of twenty-six (26) biweekly 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 for 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 two (2) working days in a pay period shall neither accrue vacation leave for that pay period nor have the pay period counted toward a year of service.

4. Vacation Accrual

- A.** 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.
 - B.** When an employee who is receiving paid sick leave reaches the maximum number of accrued vacation hours set forth in 4(a), supra, 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 Personnel Department a valid statement from his/her physician stating that he/she 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 limits stated in 4(a), supra. Any such excess vacation accrual not used shall be forfeit, 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 accruals will again be effective for the employee.
 - C.** 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, the accrual of paid vacation shall continue until paid sick leave has been exhausted.
 - D.** 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, shall accrue vacation benefits at the same rate that he/she accrued benefits 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.
- 5.** 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 him/her in that year. 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 in Subsection 4(a), supra. The amount of compensation paid to an employee shall be calculated at this current rate.
- 6.** 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 his/her department and of the County service.

Vacation may be allowed to a minimum of one (1) hour and to a maximum of the employee's accrual. The taking of split vacation, however, shall be discouraged except in cases where public service may be seriously impaired. Vacation leave accruing during the period of vacation may be taken in that time. No employee shall work for compensation for the County in any capacity during the period of his/her paid vacation from the County service.

7. The department head is required to allow, and each regular full time or regular part time employee is required to use, in each year, no less than one-half of the total vacation hours accrued by him/her in the previous year of service beginning with each employee's next vacation anniversary date.
8. Any employee after thirteen (13) pay periods of part time service of twenty (20) hours or more per week in a regular allocated position or after thirteen (13) biweekly pay periods of full time regular service shall be paid upon termination an amount of money equal to his/her accrued vacation. When an employee's effective date of termination occurs after the completion of one (1) full week in a given pay period, he/she shall be deemed to have accrued vacation leave for that pay period. A terminating 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 section shall not prevent a department head from filing a vacated position immediately following the effective date of the employee's separation from his/her department, provided funds are available.

ARTICLE 21. VACATION SCHEDULING

1. Requests for vacation leave shall be solicited from the groups set forth herein below in (4) during the month of November, with the resulting vacation schedule for each respective group granted based upon legitimate operating needs and not unreasonably denied. Conflicts between vacation requests submitted in accordance with this section shall be resolved by department seniority.
 2. Notwithstanding the above, vacation requests submitted at times other than during the month of November shall be granted, or not granted, based upon legitimate operating needs and not unreasonably denied. If such request conflicts with that of a request scheduled in accordance with (1) above, no seniority privilege to resolve the conflict shall apply and the request scheduled in accordance with (1) above shall stand.
 3. Vacation may be allowed to a minimum of one (1) hour and to a maximum of the employee's accrual. The taking of split vacations, however, shall be discouraged except in cases where public service may be seriously impaired. Vacation leave accruing during the period of vacation may be taken in that time. No employee shall work for the County in any capacity during the period of his/her paid vacation from the County service.
- 4. Groups**
- A. Deputy Sheriff/Coroner I & II
 - B. Sheriff's Sergeant/Sheriff's Correction Sergeant
 - C. Corrections Deputy

- D. Communications Dispatcher I & II
- E. Communications Supervisor
- F. Marijuana Eradication Officer
- G. Corrections Corporal
- H. District Attorney Inspector I & II
- I. Welfare Fraud Investigator
- J. Public Safety Dispatcher
- K. Public Safety Dispatcher Supervisor

ARTICLE 22. SICK LEAVE

1. Sick Leave Accrual

Each regular full time employee of the County of Mendocino shall be entitled to have accrued to his/her credit for future use 4.616 hours of paid sick leave per pay period, and every part time employee holding a budgeted position who is paid at a biweekly rate of and who is employed a minimum of twenty (20) hours a week shall have accrued to his/her credit a portion of the sick leave benefits in direct relation to the fixed percentage of full time work is budgeted and allocated. Such accrual of paid sick leave may be accumulated without limit.

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. Pay Period of Service

Each pay period of service shall be allocated from the first day of the pay period following the day on which the employee commenced County service unless such service commenced on the first working day of the pay period, in which case biweekly pay period of service shall be calculated from the day the employee commenced County service. Paid vacation leave, paid military leave, and other forms of leave with pay shall be counted in pay periods of service. Any employee absent from his duties without pay for more than two (2) working day sin a pay period shall not accrue sick leave for that pay period.

3. Conditions for Allowance

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

- A. The applicant must notify his/her direct superior at the first reasonable opportunity of his/her illness.
- B. If more than three (3) consecutive days of sick leave are claimed, the applicant must submit a statement from his/her physician to support his/her claim.
- C. If claim is made for sick leave for any day of the week, the applicant may be required by his/her department head to submit a statement from his/her physician to support his/her claim. Said requirement must be communicated to said employee within three (3) days after said employee's return to work. If a physician's statement is required and the

employee does not submit it to the department head within one (1) week after requested to do so, the department head shall notify the County Auditor and the Human Resources Director for the purpose of having said employee's pay withheld for said day or days. The County Auditor shall withhold said pay accordingly.

D. Absences from work due to medical, vision, or dental appointments may be charged to sick leave or CTO, at the employee's option. Such usage shall require the prior approval of the department head.

4. Denial of Application

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

5. 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 his/her employment, and such injury is covered under Workers' Compensation provisions of the Labor Code, shall use as much of his/her accumulated sick leave as, when added to his/her disability indemnity, will result in a payment to him/her of hi/her full salary.

6. Accruals during Layoff

An employee who is laid off because a position is abolished or because of a 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 he/she return to work during the period provided for restoration or layoff re-employment.

7. Use of 8 Hours of Sick Leave for Wellness Programs:

- A.** Effective pay period 18 of Fiscal Year 2000-2001 [beginning August 20, 200], the parties agree that up to 8 hours of sick leave per calendar year may be used by an employee for the purpose of attending an approved County Wellness Program [approved by the MCWOW staff].
- B.** To use this sick leave the employee must have a balance of 40 hours of sick leave accrued at the time the leave is used to attend the Wellness program.
- C.** The accrual balance of 40 hours must have been generated by the employee, and may not be the result of donated sick leave hours or hours deposited by the catastrophic leave program. If the accrual balance contains donated sick or catastrophic leave hours, the employee must accrue the necessary 40 hours on his or her own, before the sick leave can be used for attending approved wellness programs.
- D.** The employee must have the prior approval of the employee's department head or his or her designated agent to attend the program.
- E.** The parties agree that a department head may not capriciously, arbitrarily, or consistently deny the use of said leave.

ARTICLE 23. BEREAVEMENT LEAVE

In the event of the death of an immediate family member (defined as employee's spouse, child, stepchild, grandchild, parent, brother, sister, grandparent or spouses' parent, grandparent,

brother or sister) an employee may be allowed three (3) days of bereavement leave. The three days are to be consecutive and shall be considered paid leave.

Should additional days off be necessary, an employee may use two (2) additional days of bereavement leave charged against sick leave and any necessary vacation.

ARTICLE 24. FAMILY SICK LEAVE

An employee may use up to one half (0.5) of his/her annual accumulated sick leave for the purpose of providing family care in compliance with State and Federal laws. The qualifying family members are parents, grandparents, children, spouse, domestic partner, and spouse/domestic partner's parents or grandparents.

To qualify for Family Care leave an employee must have 1) been employed by the County for at least twelve (12) months, 2) worked at least 1250 hours in the year preceding the start date of the leave and 3) be employed at a worksite where the employer employs at least 50 employees within a 75 mile radius.

A qualifying employee may take up to 12 weeks of unpaid leave per year for the birth or adoption of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition.

During the period of Family Care Leave, the County shall maintain the employee's health insurance at the pre-leave level. Should an employee not return to County employment after the Family Care Leave, the employee shall reimburse the County for the health insurance premiums paid. The only exception to this shall be if the return to work is a result of continuation, recurrence or onset of a serious health condition or other circumstance beyond the employee's control (as per the Family and Medical Leave Act of 1993, Title 29, Park 825 CFR).

ARTICLE 25. HOLIDAYS

1. The County of Mendocino has established the following eleven days as paid holidays.

January 1	New Year's Day
3 RD Monday in January	Dr. Martin Luther King, Jr. Birthday
3 rd Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
2 nd Monday in October	Columbus Day
November 11	Veterans' Day
	Thanksgiving Day
	Day following Thanksgiving Day
December 25	Christmas Day

The Association and the County have agreed to eliminate the eleven holidays above and created a Holiday Leave Bank of eighty-eight (88) hours for full time equivalent employees (FTE). The hours added to the Bank annually shall be as follows:

- In the pay period containing January 1, forty (40) hours
- In the pay period containing July 1, forty-eight (48) hours

An employee may choose to utilize hours from the Holiday Bank in the same manner under the same restrictions as CTO or vacation leave. An employee who takes off one of the eleven days listed above which is a regularly scheduled workday, shall have that time deducted from the Holiday Leave Bank.

Unused leave hours remaining in the Bank shall be paid in pay period twelve (12) and the last pay period of the fiscal year. An employee may choose to have the time accrued to their CTO Bank following established departmental guidelines.

Should an employee leave County service having used hours in the holiday leave bank for holidays that are yet to occur, the County shall, on the employee's separation check, make any necessary adjustments to recoup the used, but unearned, hours.

2. Holiday Pay

A regular full time employee who is required to and does work on a paid holiday or whose regular day off falls on a paid holiday shall, in addition to regular pay, be paid or granted compensatory time off, as specified in Section 3.04.200 of the Personnel and Salary Ordinance. A part time employee occupying a regularly budgeted part time position and who is paid at a biweekly rate of pay shall continue to receive his/her regular pay for the designated holiday. If required to work on a holiday, the provisions of Section 3.04.200, infra, shall be applied in direct relation to the total workweek of the regular part time position.

3. Personal Leave

- A.** Employees represented by the Association shall receive, upon completion of probation, twenty-four (24) hours of personal leave. These leave hours must be used before the pay period which contains January 1. Those hours not used shall be eliminated and a new twenty-four (25) hour bank will be added in the pay period containing January 1.
- B.** The employees eligible for the provisions of this section are regular full time or regular part-time employees who have completed six (6) months of County service and are employed in a classification represented by the Association.

ARTICLE 26. DAY OF THANKSGIVING, MOURNING, ETC.

Thanksgiving Day is a holiday. But also, any day formally appointed by the President or the Governor as a holiday, day of thanksgiving, or of public mourning shall be considered a County paid holiday only if the Board of Supervisors formally declare it to be a paid holiday.

ARTICLE 27. MILITARY DUTY

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

1. While an employee is on authorized military leave consistent with applicable mandatory provisions of law he/she shall be entitled to continuance of County health benefits (e.g., major medical, dental and vision) for sixty (60) days from the date the employee leaves County employment for active duty. The employee shall still be responsible for payment of his/her share of the monthly insurance premium, based on the type of coverage selected. At the end of sixty (60) days County medical coverage will cease in lieu of military benefits the employee is entitled to, for self and dependents.
2. While an employee is on authorized military leave consistent with applicable mandatory provisions of law the County shall continue to pay the employee in an amount equal to the difference between the employee's base hourly rate with Mendocino County and the amount earned from the military, including all special pays and incentives the employee may receive. The County will continue to pay the employee under this formula for up to one (1) year from the date the employee leaves County employment for active duty.

ARTICLE 28. JURY DUTY

Any employee summoned for jury duty shall be entitled to leave of absence with full pay for such period of time as he/she may be required to attend the court in response to such summons. The employee may retain such payment as may be allowed him/her for travel, lodging, and meal expenses, but, as a condition of entitlement to court leave, he/she shall make payable to the County of Mendocino any and all fees which he/she may receive as payment for his/her services as a juror.

ARTICLE 29. UNIFORM ALLOWANCE AND REPLACEMENT

1. Those employees that are required to wear and maintain a uniform shall receive quarterly, on the last Friday of each quarter, a uniform allowance of \$200.00. The effective date shall be the first pay period following October 1, 2005. Payment for uniform allowance shall be made in a check/warrant separate from payroll. In addition, the Department will replace protective vests within five (5) years of initial use.
2. It is understood that his allowance is to be applied to all uniforms and equipment maintenance expenses and replacement of uniforms due to normal wear.
3. The county agrees to reimburse for uniforms and uniform equipment of employees represented by the Association that are damaged or stolen, during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform and/or uniform equipment. Reimbursement shall be based upon the residual value of the item, based upon its current cost.
4. Such reimbursement shall be made within thirty (30) calendar days from the date of submission of the claim and related required reports to the Department. Failure of the Department to deny a claim in writing within thirty (30) calendar days will result in a

determination that the claim is accepted and shall be paid. Uniform and uniform equipment to be carried is defined as said equipment or uniform authorized by the Sheriff or his/her designee. (See Appendices B and C).

5. If the Department denies the claim, a Special Board will be convened of one representative from the Department, one from the Association, and any one member of the County Civil Service Commission that both parties agree to as the third member. If no agreement is possible between the Association and the Department representatives as to a third party, the third party will be selected by placing the names of the Commission in a container and selecting a name at random without viewing contents of the container; said person shall act as the chairperson of the Board.
6. The decision of this Board shall be final.

ARTICLE 30. MEAL AND MILEAGE REIMBURSEMENT

1. The County Travel Policy provides a mechanism for employees traveling on County Business to obtain reimbursement for meals and mileage. Depending on the nature of the travel, reimbursement may also be available from non County funds such as POST, the California Standards Authority (formerly known as STC), and other state or federal agencies, and in some cases private enterprise.
2. Effective the first day of the pay period following Union ratification and Board approval of this agreement, the reimbursement for meals schedule is as follows:

Breakfast	\$ 6.00
Lunch	\$ 9.00
Dinner	\$15.00 (with the combination not to exceed \$30.00 per day)

3. Mileage reimbursement for employees' using their personal vehicles on County business will be paid at the then current IRS rate during the term of this agreement.
4. If POST or the Corrections Standards Authority (CSA), reimburses the County for meals, mileage and lodging expenses incurred, the employee will be reimbursed at the POST or CSA reimbursement rate(s) for such expense(s): notwithstanding the fact that such expense reimbursement(s) may exceed County meal and mileage reimbursement amounts.
5. Any officer who must appear in a court outside of that Officer's regular assigned Judicial district and uses his/her private vehicle for transportation shall be reimbursed for mileage at the rate specified in paragraph 2 above.

ARTICLE 31. LAYOFF

Employees shall be subject to layoff whenever their positions are abolished or whenever necessary because of lack of work or lack of funds.

1. Voluntary Layoffs

In the event of a mandatory layoff authorized by the Board of Supervisors and announced by the HR Director, a more senior, permanent employee with more seniority may elect layoff to the extent of displacing a more junior employee with less seniority. Such senior employee must be in permanent status and employed in the department that is conducting the layoff. Upon announcement, the HR Director will provide to DSA, a seniority list and approximate number of employees in each classification that will be affected by the layoff. Employee requests must be made by fully filling out and signing the County layoff form and by submitting this form to the department head or the department head designee. The department head and the HR Director have final approval authority on a case by case basis, without regard to seniority or outcome for persons in the same classification.

Upon the request being accepted the employee may not withdraw the request and must proceed to be laid off. The employee who volunteers shall not have bumping or seniority rights in regard to the voluntary layoff being conducted. Upon layoff the employee is subject to all rights and procedures as are applied to employees who are laid off from County service. Seniority will remain in tact in regard to all purposes including restoration.

When an Official announcement regarding layoff is made by the HR Director all employees in the department conducting the layoff shall be notified in writing and allowed one (1) week to submit the County layoff form.

2. Involuntary Layoff Language

In the event of an involuntary layoff, the Board of Supervisors declares that it will provide the following to employees that are laid off:

- A.** 30 day notice during which the employee works;
- B.** Reasonable paid release time to attend interviews and other activities in regards to seeking alternative employment.
- C.** Notice of Civil Service rights and accruals such as vacation;

The County will provide job placement services to the laid off employee in the form of interviews to determine eligibility for other County job openings.

3. Order of Layoff

- A.** Whenever it is necessary to lay off one or more employees in a department in which there is more than one employee in the class in which the layoff is necessary, employees shall be laid off in the following order.
 - 1) Temporary, provisional, and extra-help employees
 - 2) Probationary employees
 - 3) Permanent part time employees
 - 4) Permanent full time employees and permanent part time employees who are part time because of the operation of Subsection 7 (Reduction of Hours) of this Article.
- B.** Within the categories set forth in paragraph (a) above, no employee shall be laid off until those employees in the same class in the same department with less total service in the class in that department have been laid off. If an employee has terminated from County

employment, periods of service prior to such termination shall not be counted towards determining total service.

C. If the calculation of service between two or more employees produces a tie in the length of service, the order of layoff shall be determined as follows:

- 1) The employee with the least amount of total service in the department will be laid off or displaced first;
- 2) If a tie still exists, the employee with the least amount of total service in the County will be laid off or displaced;
- 3) If the tie still exists, the involved employee shall compete in an examination to be conducted in the same manner as would be used to fill the position if it were vacant, except that if a written exam is used there shall be no oral exam unless it is necessary to break a tie on the written exam.

4. Displacement

- A.** If an employee who is laid off has greater total service in the department than another employee in the same department in a class with the same or lower salary allocation and in which he/she previously had permanent or probationary status, the employee with the least total service shall be displaced by the senior employee and shall be laid off.
- B.** An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.
- C.** Should an employee have the right to displace in more than one class, he/she shall first displace in the class with the highest salary allocation.
- D.** After all displacement procedures have been utilized within the department in which the initial layoff occurs, the employee who is finally laid off may displace the employee with the least length of service with the County in the same job classification as that currently held by the displacing employee. Such displacement may occur in any County department in which the employee with the least length of service is employed. Length of service shall be calculated as provided in Civil Service Rule XII, Section 7,D.

5. Restoration

- A.** Each person who has been laid off or displaced from a position in which he/she had permanent status shall, in writing, be offered restoration to a position in the same classification in the same department from which he/she is laid off, should a position in the same classification in the same department become available or should the necessity for layoff or displacement cease to exist, within one (1) year after the date he/she is laid off or displaced. He/she must accept restoration within one (1) week after receipt of the offer of restoration and must be available to begin work within three (3) weeks after receipt of the offer, or within any longer period set forth in the offer. Should he/she not accept the offer or not be available to begin work within the times required by this rule, he/she shall be declared unavailable and shall forfeit his/her right to restoration unless further offer of restoration is granted by the Civil Service Commission.
- B.** Whenever more than one person has been laid off and/or displaced in the same class in the same department, the order of restoration shall be in the reverse order of layoff.
- C.** Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same

conditions. Should there be no person eligible and available for restoration, the position may be filled as otherwise provided by these rules for appointment to a vacant position.

- D.** A person who is unavailable for restoration may, within two (2) weeks after he/she is declared unavailable, request in writing to the Civil Service Commission that he/she be considered for further offer of restoration, should such occur within one (1) year after layoff or displacement. His/her request shall contain a full explanation of the reason for his/her unavailability. At the next meeting of the Commission, the Commission shall either grant or deny further offer to restoration. The Commission may specify conditions under which further offer to restoration may be granted.

6. Calculating Service

- A.** Service means employment by the County, whether with or without pay status. The length of service may be calculated by counting calendar days except for:
- 1) Permanent part time employees, whose service shall be counted in calendar days in proportion to the fixed percentage of full time work to which his/her position is budgeted and allocated.
 - 2) Extra-help, whose service shall be counted in actual hours worked.
- B.** Calculation of length of service in a particular status or classification shall be counted from the first working day of that employee.
- C.** Length of service shall be calculated in order to ascertain the following: service in a class, service in a department, service in a class in a department, service in a status, service with the County, service for reasons of displacement (under Rule XII,7,B), or for such other purpose as may be required by these rules.
- D.** If an employee has terminated from County employment, periods of service prior to such termination shall not be counted towards calculating length of service; however, interruption of service in a class as a result of layoff, promotion, demotion, probationary status, temporary or provisional assignment in another class, or retirement for service connected or non-service connected disability for which the retirement allowance is subsequently canceled by the Retirement Board because the disability no longer exists, shall not constitute a break in service in calculating such service.

7. Reduction in Hours

- A.** Whenever a layoff due to financial restraints should otherwise be necessary in a department, any regular full time or part time employee may, with the approval of the department head, voluntarily consent to a reduction in hours in place of such layoff. Under such circumstances, the following shall apply:
- 1) For the purposes of layoff and displacement a full time employee shall retain length of service in his/her classification just as if he/she were employed on a full time basis.
 - 2) A regular part time employee shall have his/her length of service calculated at the same fixed percentage of full time work as actually worked prior to the reduction in hours.
- B.** Such schedule or reduced hours shall be for a minimum period of time set by the department head. Should he/she determine that department operations so require, he/she may recall the employee to his/her former status, even should such action result in layoffs. The employee may not unilaterally return to his/her former status in the former position until the end of the minimum period.

- C. At the conclusion of the minimum period the employee and the department head shall either agree to extend the period, or the employee voluntarily working reduced hours shall be restored to his/her former regular full time or part time employment. He/she must be available to resume his/her restored hours within two weeks of a written notice of restoration or he/she shall be declared unavailable and shall be terminated.
- D. If, while assigned to a schedule of reduced hours, an employee is requested to work additional hours for temporary periods, such time worked will not be seen as full or partial restoration to former regular employment.

ARTICLE 32. VOLUNTARY DEMOTION

The parties agree that the salary provisions of the County Code governing voluntary demotions will be amended so that employees who voluntarily take a demotion shall receive the same salary compensation set in the Code for employees taking an involuntary demotion.

ARTICLE 33. RULE OF THREE

1. The County eligibility list shall be governed by the Rule of Three (3) as provided for in the County Civil Service Rules. If an eligible candidate is passed in favor of a candidate lower on the eligibility list more than one time, such employee is entitled to a written statement giving the reason for being passed over. The Rule of Three shall be modified to the Rule of Five for all lists that exceed fifteen (15) applicants. In the event that a list initially exceeds fifteen (15) applicants but subsequently falls below sixteen (16) applicants, the Rule of Five will be replaced by the Rule of Three.
2. Certification of Candidates
Upon receipt of a request for certification, the County Director of Personnel shall as soon as practicable, certify to the appointing authority a list of names of the five candidates having the highest scores on the employment register for the class, if the list of qualified applicants exceeds fifteen (15). Should the list of qualified applicants be fifteen or less the Rule of Three (3) shall apply. The certification list shall contain the three (3) candidates having the highest score. He/She shall also furnish the appointing authority with the application and other pertinent records of each candidate.

ARTICLE 34. PERFORMANCE EVALUATION

1. The County and the Association agree to use the Performance Evaluation Form that was jointly developed. This evaluation form shall be used for all performance evaluations, said evaluation shall be considered, at least in part, for future promotions.
2. Subsequent to the establishment of this system, the parties agree to establish extremely restrictive guidelines that will allow a department head to request, and the Board of Supervisors to approve, a one or two step increase for an employee who is of outstanding merit.
3. The performance evaluations produced from the system mentioned above will service as, at least part of, the future promotional guidelines to be established.

ARTICLE 35. STANDBY EMERGENCY

1. The County shall not schedule an employee for standby duty except for an emergency. Should the Sheriff or his designee find it necessary to schedule standby, as defined under this section, the employee so assigned shall be compensated at time and one half ((1½)
2. An emergency is defined as any natural or man-made disaster affecting the need for law enforcement services to the community or an unscheduled, unplanned, sudden need to increase the level of service to the community.

ARTICLE 36. COPIES OF RULES, CODES, ETC.

1. The County agrees to maintain and make available, and keep up-to-date, a copy of the County Employer-Employee Relations Policy, the Civil Service Rule, the Mendocino County Code Sections relative to the Civil Service (Chapter 3.16 as of July 1, 1980) and Personnel and Salary (Chapter 3.04, as of July 1, 1980), in the offices in Ukiah, Fort Bragg, and Willits.
2. The County also agrees to provide each employee represented by the Association a copy of this MOU, a copy of the Sheriff's Department General Orders and Policy and Procedures, plus two copies for the Association.

ARTICLE 37. ASSIGNMENT AND TRANSFER

1. The purpose of this article is to establish a system which will provide an efficient, equitable means of assignment and transfer.
2. The Department policy requires that all assignments and transfers will normally be for a minimum of two years. Circumstances may require a variance of the time span. Assignments and transfers shall be determined by departmental needs, past performance and present abilities.
3. In the event of an assignment or transfer, the following procedures will apply:
 - A. When there is a present or anticipated vacancy a Notice of Vacancy shall be posted with each area office and resident post.
 - B. Any employee who wishes to be considered for the vacant position shall file a written request to the Sheriff through official channels.
 - C. The requesting employee's immediate supervisor shall attach to the request in writing a narrative evaluation of the employee's performance and capabilities. Each subsequent supervisor in the chain of command shall also attach to the request a written narrative evaluation.
 - D. The transfer requests will be considered on the basis of departmental and personnel needs in conjunction with the evaluations, seniority, education, specialized training and prior work experience in the equivalent position.

E. After all transfer requests have been considered, all remaining vacancies may be filled by new employees. New employees will receive a minimum of two weeks orientation and training prior to permanent assignment.

Transfers and assignments shall follow the procedure as outlined in General Order 210.

Any employee wishing to know why he/she was not chosen for an assignment or transfer has the right to a personal audience with the Sheriff to discuss the reasons for not selecting that employee.

ARTICLE 38. SAFETY EQUIPMENT

1. The following safety equipment shall be provided at the request of the deputy sheriff or sergeant for on-duty use:

- A. Weapon
- B. Ammunition
- C. Chemical agent
- D. Rain gear
- E. Protective vest (to be replaced within five (5) years of initial use)
- F. Hand cuff case
- G. Hand cuffs
- H. Utility belt
- I. Holster
- J. Ammunition pouch
- K. Chemical agent holder
- L. Night stick ring
- M. One flashlight and charging unit

2. The County agrees to provide two flashlights for use in each of the four (4) jail sections.

ARTICLE 39. STAFFING LEVEL

It is agreed that the staffing level of the Sheriff's Department will be determined by the County considering employee safety and workload.

ARTICLE 40. WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- 1.
 - A. Salaries shall be as set forth in the Memorandum of Understanding between the County of Mendocino and the Mendocino County Deputy Sheriff's Association between and inclusive of 2005 and April 1, 2007 reached through the meet and confer process in accordance with statutes governing public sector employment.
 - B. Salaries shall be as set forth in Article 16 WAGES of this Memorandum of Understanding

2.

- A.** Hours and other terms and conditions of employment shall be as set forth in appropriate Articles of the Memorandum of Understanding between the County of Mendocino and the Mendocino County Deputy Sheriff's Association until the County and the Mendocino County Deputy Sheriff's Association have completed or exhausted a meet and confer process to continue or amend such appropriate Articles.
- B.** The parties agree to meet and confer to discuss the issue of Bailiff's salaries, classification, and duties upon request of the Court and/or DSA.

ARTICLE 41. FULL AND FAITHFUL PERFORMANCE

- 1.** DSA agrees that for the term of this MOU and the period of time necessary for the meet-and-confer process to conclude a successor agreement to this MOU, neither DSA, nor any person acting officially on its behalf, will cause, authorize, engage in, or sanction any strike, sick-in, work stoppage, slow down, picketing other than informational picketing on the employee's own time, concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another labor organization or meet-and-confer unit to engage in or honor such activities, or any activity by any other euphemism known which results in less than a full and faithful performance of any duties of employment, DSA agreement to this provision is contingent upon the absence of significant breach of the entire MOU by the County.
- 2.** If the Board of Supervisors has cause to believe that DSA has engaged in any activity which violates Subsection 1 above, the Board of Supervisors may take such action as it deems appropriate including the determinations that DSA shall no longer be recognized as the employee organization representing employees in this unit and shall therefore forfeit all rights and privileges of a recognized employee organization. Any such action taken shall occur only after a public hearing on the issue before the Board of Supervisors.
- 3.** Each employee in a classification for which DSA claims representation rights agrees that for the terms of this MOU and the period of time necessary for the meet-and-confer process to conclude a successor agreement to this MOU, he or she will not cause, authorize, engage in, or sanction a strike, sick-in work stoppage, slow down, picketing other than informational on the employees own time, concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another labor organization or meet-and-confer unit to engage in or honor such activities, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.
- 4.** If the Board of Supervisors has cause to believe that an employee has engaged in any activity which violates Subsection 3 above, the Board of Supervisors may determine that the employee shall be subject to disciplinary action up to and including discharge from County service.
- 5.** If the Board of Supervisors determines that the Executive Board of DSA has taken supererogatory efforts to assure that activities prohibited in this Article do not occur, Subsection 2 hereinabove shall be waived.

6. The County agrees it shall not, during the term of this MOU, lock out any employee in the DSA bargaining unit, or require any employee represented by DSA to work out-of-class during any action by another representative unit engaging in activities described in 1 above.
7. The County and the DSA recognize their duty and obligation to comply with the provisions of the MOU and to make every effort toward fully and faithfully carrying out each provision.

ARTICLE 42. IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

The County agrees to implement this Agreement pursuant to Article 43, TERM OF AGREEMENT. Grievances alleging non-implementation of this MOU pertaining to matters over which the Sheriff has authority, may be appealed directly to the Sheriff as per Article 8(5)c.

Grievances alleging non-implementation of this MOU, pertaining to matters over which the Sheriffs department has no authority, may be appealed directly to the County Grievance Committee.

ARTICLE 43. TERM OF AGREEMENT

The term of this agreement shall commence on October 1, 2005 and continue in full force and effect through April 1, 2007. In the event agreement on a successor Memorandum of Understanding (MOU) is not reached prior to April, 1 2007, all term and conditions of this agreement shall remain in full force and effect until agreement is reached on a successor MOU.

1. Except as specifically provided in this MOU that a particular Article or subsection is effective on a different date, all other provisions of this MOU are effective upon the date of DSA ratification and County approval of the MOU; whichever date occurs last.
2. The MCDSA ratified this MOU on October 1, 2005.
3. The County approved this MOU on November 21, 2005.
4. This agreement shall terminate at midnight on April 1, 2007

The undersigned representatives of the County of Mendocino and the Mendocino County Deputy Sheriff's Association (DSA) 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 to DSA that the terms of this Agreement be adopted.

Negotiating Committee for the Mendocino County Deputy Sheriff's Association (DSA)

Negotiating Committee for the Mendocino County Board of Supervisors

Signed this date: _____

Signed this date: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

RATIFIED BY:
Mendocino County Deputy Sheriff's Association (DSA)

RATIFIED BY:
Mendocino County Board of Supervisors

By: _____

By: _____

Title:

CHAIRMAN

DATED: _____

DATED: _____

ATTEST:

FORM APPROVED BY:
COUNTY COUNSEL

KRISTI FURMAN
Clerk of the Board

JEANINE B. NADEL

APPENDIX I Salary Schedule

The salaries for employees represented by the Deputy Sheriff's Association for the term of this agreement (unless changed as a result of the meet and confer process) shall be:

JOB CLASSIFICATION LIST EFFECTIVE July 2006

TITLE	A	B	C	D	E
CORRECTION DEPUTY	18.98 1518.40	19.93 1594.40	20.93 1674.40	21.98 1758.40	23.08 1846.40
CORRECTION DEPUTY 3%	19.53 1562.40	20.51 1640.80	21.54 1723.20	22.62 1809.60	23.75 1900.00
CORRECTION DEPUTY 5%	19.93 1594.40	20.93 1674.40	21.98 1758.40	23.08 1846.40	24.23 1938.40
CORRECTION CORPORAL	21.97 1757.60	23.07 1845.60	24.22 1937.60	25.43 2034.40	26.70 2136.00
CORRECT. CORPORAL 3%	22.63 1810.40	23.76 1900.80	24.95 1996.00	26.20 2096.00	27.51 2200.80
CORRECT. CORPORAL 5%	23.08 1846.40	24.23 1938.40	25.44 2035.20	26.71 2136.80	28.05 2244.00
CORRECT. SGT	24.22 1937.60	25.43 2034.40	26.70 2136.00	28.04 2243.20	29.44 2355.20
CORRECTION SGT 3%	24.95 1996.00	26.20 2096.00	27.51 2200.80	28.89 2311.20	30.33 2426.40
CORRECTION SGT 5%	25.42 2033.60	26.69 2135.20	28.02 2241.60	29.42 2353.60	30.89 2471.20
PUBLIC SFTY DISP.	17.22 1377.60	18.08 1446.40	18.98 1518.40	19.93 1594.40	20.93 1674.40
PUBLIC SFTY DISP. 3%	17.72 1417.60	18.61 1488.80	19.54 1563.20	20.52 1641.60	21.55 1724.00
PUBLIC SFTY DISP. 5%	18.07 1445.60	18.97 1517.60	19.92 1593.60	20.92 1673.60	21.97 1757.60
PUBL SFTY DISP SUP	19.93 1594.40	20.93 1674.40	21.98 1758.40	23.08 1846.40	24.23 1938.40
PUBL SFTY DISP SUP 3%	20.53 1642.40	21.56 1724.80	22.64 1811.20	23.77 1901.60	24.96 1996.80
PUBL SFTY DISP SUP 5%	20.93 1674.40	21.98 1758.40	23.08 1846.40	24.23 1938.40	25.44 2035.20

TITLE	A	B	C	D	E
DEP. SHER CORONER I	18.98 1518.40	19.93 1594.40	20.93 1674.40	21.98 1758.40	23.08 1846.40
DEP. SHER COR. I-INT	19.93 1594.40	20.93 1674.40	21.98 1758.40	23.08 1846.40	24.23 1938.40
DEP. SHER CORONER II	19.93 1594.40	20.93 1674.40	21.98 1758.40	23.08 1846.40	24.23 1938.40
DEP. SHER COR. II-INT	20.94 1675.20	21.99 1759.20	23.09 1847.20	24.24 1939.20	25.45 2036.00
DEP. SHER COR. II-RES	20.94 1675.20	21.99 1759.20	23.09 1847.20	24.24 1939.20	25.45 2036.00
DEP. SHER COR. II-INT/RES	21.92 1753.60	23.02 1841.60	24.17 1933.60	25.38 2030.40	26.65 2132.00
DEP SHER COR. II-ADV	21.92 1753.60	23.02 1841.60	24.17 1933.60	25.38 2030.40	26.65 2132.00
DEP. SHER COR. II-ADV/RES	22.92 1833.60	24.07 1925.60	25.27 2021.60	26.53 2122.40	27.86 2228.80
SHERIFF'S SERGEANT	24.22 1937.60	25.43 2034.40	26.70 2136.00	28.04 2243.20	29.44 2355.20
SHER. SGT - INT	25.42 2033.60	26.69 2135.20	28.02 2241.60	29.42 2353.60	30.89 2471.20
SHER. SGT - ADV	26.64 2131.20	27.97 2237.60	29.37 2349.60	30.84 2467.20	32.38 2590.40
SHER. SGT - RES	25.42 2033.60	26.69 2135.20	28.02 2241.60	29.42 2353.60	30.89 2471.20
SHER. SGT – ADV/RES	27.86 2228.80	29.25 2340.00	30.71 2456.80	32.25 2580.00	33.86 2708.80
SHER. SGT – INT/RES	26.64 2131.20	27.97 2237.60	29.37 2349.60	30.84 2467.20	32.38 2590.40
SHERIFF'S EVID. TECH	15.59 1247.20	16.37 1309.60	17.19 1375.20	18.05 1444.00	18.95 1516.00
SHER. EVID. TECH. SUP.	18.98 1518.40	19.93 1594.40	20.93 1674.40	21.98 1758.40	23.08 1846.40
DA INVESTIGATOR	23.08 1846.40	24.23 1938.40	25.44 2035.20	26.71 2136.80	28.05 2244.00
DA INVESTIGATOR - INT	23.65 1892.00	24.83 1986.40	26.07 2085.60	27.37 2189.60	28.74 2299.20

TITLE	A	B	C	D	E
DA INVESTIGATOR - ADV	25.39 2031.20	26.66 2132.80	27.99 2239.20	29.39 2351.20	30.86 2468.80
WELFARE INVESTIGATOR I	20.93 1674.40	21.98 1758.40	23.08 1846.40	24.23 1938.40	25.44 2035.20
WELFARE INVESTIGATOR II	21.97 1757.60	23.07 1846.50	24.22 1937.60	25.43 2034.40	26.70 2136.00
MARIJUANA ERAD OFF	18.98 1518.40	19.93 1594.40	20.93 1674.40	21.98 1758.40	23.08 1846.40

POST premiums for the Intermediate shall be five percent (5%). The premium for the possession of both certificates shall be ten percent (10%) of base pay.

Those classifications eligible to receive POST premiums are:

- Deputy Sheriff Coroner I/II
- Sheriff's Sergeant
- DA Investigators

Retention Premium for Corrections and Communications:

- Corrections Deputy I/II
- Corrections Corporal
- Corrections Sergeant
- Communications Dispatcher I/II
- Communications Dispatcher Supervisor

**COUNTY OF MENDOCINO
and
MENDOCINO COUNTY DEPUTY SHERIFFS' ASSOCIATION**

SIDELETTER of AGREEMENT

EFFECTIVE DATE OF WAGE INCREASE

The parties understand and agree that the current payroll system computes wages and benefits in conjunction with specific payroll effective dates. Wage increases, retroactive benefits or other compensation-related benefits taking effect outside of the specified payroll periods require manual calculations. For this reason, the parties agree that the effective pay date under the terms and conditions of this Memorandum of Understanding effective 2005-2007 is the first day of the first pay period in January 2006.

DATED _____

Deputy Sheriff's Association

County of Mendocino

\s\ Kirk Mason _____

\s\ M. Fran Buchanan _____

Post Negotiations Settlement Letters –

The following are intended to clarify the provisions and application of premium pays and overtime calculations:

#1 County of Mendocino Overtime Pay Provisions

John Ball
CHIEF
EXECUTIVE OFFICER

Alison Glassey
Assistant Chief
Executive Officer

**County of Mendocino
Executive Office**
501 Low Gap Road • Room 1010
Ukiah, California 95482
(707) 463-4441
Fax: (707) 463-5649

April 24, 2006

John Noble, Labor Relations Representative
Rains, Lucia, and Wilkinson, LLP
2300 Bethards Drive, Suite F
Santa Rosa, CA 95405

RE: County of Mendocino and Mendocino County Deputy Sheriffs' Association
2005 Negotiations Follow-Up

Dear John:

This is in response to the issue raised by the Deputy Sheriffs' Association regarding the County's intent in the payment of overtime on recently negotiated premiums, as well as payment of overtime on premiums included in the previous Memorandum of Understanding (MOU).

As you are aware, during the recent negotiations, the Association sought to clarify the County's overtime obligation on premiums contained in the MOU and the County agreed to modify the language in order to conform both to FLSA requirements and County payroll practices.

Subsequent to post-negotiation discussions with the Association, and after further review of the previous MOU, the County Board of Supervisors is issuing a clarifying policy establishing the terms and conditions under which premiums are added to base pay for the purpose of calculating overtime pay.

Essentially, the Board's directive, consistent with the previous MOU, places premiums in one of two categories: Level I pay, in which the specified percentage of an eligible employee's base hourly rate is added to the base hourly rate for all compensation purposes, including overtime,

and Level II pay, in which the specified percentage is not added to the base hourly rate for the purpose of calculating overtime.

Level I pay, which essentially adjusts the wage level on an ongoing basis, is characterized by the acquisition or attainment of a skill or status, through education or training certification (POST certificates) or satisfying a condition (years of service or permanent residence), that is not a minimum qualification for the job. For example, retention pay qualifies as wage adjustment pay because it is only enacted after an employee has worked for a designated period of time and, having satisfied that condition, the years of service are not subject to change.

Level II pay, which includes pay for special assignments, is characterized by the impermanence of the task, function or assignment to which the applicable wages are attached. Job assignments are subject to discontinuation upon exercise of supervisory discretion, specified notice, completion of the assignment or other stated conditions, and include duties such as animal handler and training officer.

Based on the Board's directive, review of the previous MOU, and the discussions with the Association, the County designates the premiums contained in the current MOU as outlined below. All overtime will be calculated in conformance with FLSA standards.

<u>MOU Section</u>	<u>Pay Type</u>	<u>Category</u>	<u>Amount</u>
9. 1. Workweek	(A) Animal Handler	Level II	5%
16. Salaries	POST Premium- Intermediate	Level I	5% (DAI 2.5)
	POST Premium- Advanced	Level I	5% (DAI 7.5)
	Retention Premiums (Longevity)	Level I	3-5%
17. Assignment Premiums	1. Investigations/Detectives	Level II	5%
	2. Training Officer Premium	Level II	5%
	3. (a) Resident Post Pay	Level I*	5%
	3. (e) Covelo Resident Bonus	Level II	\$3,000-7,000
	4. Out of classification	Level II	5% or 10%
	6. (b) 1. Animal Handler	Level II	5%
	6. (b) 3. (b) 5. Bonus pays	Level II	? (Unclear)
	6. (c) 2. POST Intermediate	Level I	5% (DAI 2.5)
6. (c) 3. POST Advanced	Level I	5% (DAI 7.5)	
18. Bilingual Duty	Language Skill Differential	Level I	3-5%
New Section	Educational Incentive	Level I	3-5%

* historical designation in previous MOUs

Please note that in your follow-up letter to me dated March 31, 2006, you referenced "promotional incentive" pay. Please clarify what this category includes.

Thank you for your cooperation and efforts to reach resolution on this issue.

Sincerely,

Alison Glassey
Assistant Chief Executive Officer

Copies: Kirk Mason, President
Mendocino County Deputy Sheriffs' Association
P. O. Box 902
Ukiah, CA 95482

Chair and Members, Mendocino County Board of Supervisors
John Ball, Chief Executive Officer
Jeanine Nadel, County Counsel
Dennis Huey, Auditor-Controller
Stephanie Kentala, HR Director
Fran Buchanan, County Labor Relations Representative

#2 Mendocino County and DSA Premium Pay Provisions

John Ball
CHIEF
EXECUTIVE OFFICER

Alison Glassey
Assistant Chief
Executive Officer

County of Mendocino
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June 22, 2006

Kirk Mason, President
Mendocino County Deputy Sheriffs' Association
P. O. Box 902
Ukiah, CA 95482

RE: County of Mendocino and Mendocino County Deputy Sheriffs' Association
2005 Negotiations Follow-Up

Dear Kirk:

This is in response to your letter dated May 30, 2006 and two emails, both dated June 13, 2006.

In your May 30, 2006 letter you indicate that "While MCDSA does not agree with all the points listed in the [April 24, 2006] letter [from the County] . . .", "MCDSA has decided to address the other overtime rate of pay issues during the next round of meet and confer". We consider the latter phrase as accepting the premium pay arrangements contained in the April 24, 2006 letter and repeated in this letter, as part of the negotiated MOU with MCDSA for the term of 2005 to 2007.

In your email dated June 13, 2006 at 2:52:36 PM, you ask if the premium pay arrangements are "going to be added into the body of the MOU or added as a side letter". It is our intention to add this June 14, 2006 letter to the MOU as an appendix and incorporate it into the MOU during the bargaining for a successor agreement.

In your email dated June 13, 2006 at 3:03:01 PM, you ask when the educational incentive and bilingual pay will take effect as designated Level I premium pay. The educational incentive as premium pay goes into effect on January 1, 2007; therefore the treatment of the education incentive as a Level I premium pay component in overtime calculations goes into effect on January 1, 2007. The bilingual pay was changed from flat rates to percentages of base pay in the negotiated MOU. The treatment of bilingual pay as Level I is to be effective as of certification of an individual at either of the two levels of proficiency and the resulting implementation of the bilingual premium at either 3% or 5%.

In this letter, the County Board of Supervisors is issuing a clarifying policy establishing the terms and conditions under which premiums are added to base pay for the purpose of calculating overtime pay.

Essentially, the Board's directive, consistent with the previous MOU, places premiums in one of two categories: Level I pay, in which the specified percentage of an eligible employee's base hourly rate is added to the base hourly rate for all compensation purposes, including overtime, and Level II pay, in which the specified percentage is not added to the base hourly rate for the purpose of calculating overtime.

Level I pay, which essentially adjusts the wage level on an ongoing basis, is characterized by the acquisition or attainment of a skill or status, through education or training certification (POST certificates) or satisfying a condition (years of service or permanent residence), that is not a minimum qualification for the job. For example, retention pay qualifies as wage adjustment pay because it is only enacted after an employee has worked for a designated period of time and, having satisfied that condition, the years of service are not subject to change.

Level II pay, which includes pay for special assignments, is characterized by the impermanence of the task, function or assignment to which the applicable wages are attached. Job assignments are subject to discontinuation upon exercise of supervisory discretion, specified notice, completion of the assignment or other stated conditions, and include duties such as animal handler and training officer.

Based on the Board's directive, review of the previous MOU, and the discussions with the Association, the County designates the premiums contained in the MOU as outlined below. All overtime will be calculated in conformance with FLSA standards.

<u>MOU Section</u>	<u>Pay Type</u>	<u>Category</u>	<u>Amount</u>
9. 1. Workweek	(A) Animal Handler	Level II	5%
16. Salaries	POST Premium- Intermediate	Level I	15% (DAI 2.5)
	POST Premium- Advanced	Level I	15% (DAI 7.5)
	Retention Premiums (Longevity)	Level I	3-5%
17. Assignment Premiums	1. Investigations/Detectives	Level II	5%
	2. Training Officer Premium	Level II	5%
	3. (a) Resident Post Pay	Level I*	5%
	3. (e) Covelo Resident Bonus	Level II	\$3,000-7,000
	4. Out of classification	Level II	5% or 10%
	6. (b) 1. Animal Handler	Level II	5%
	6. (b) 3. (b) 5. Bonus pays	Level II	None at this time
	6. (c) 2. POST Intermediate	Level I	15% (DAI 2.5)
	6. (c) 3. POST Advanced	Level I	15% (DAI 7.5)
18. Bilingual Duty	Language Skill Differential	Level I	3-5%

New Section Educational Incentive Level I3-5%

* historical designation in previous MOUs

Thank you for your cooperation in reaching resolution on this issue.

Sincerely,

Alison Glassey
Assistant Chief Executive Officer

Copies:

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