

RESOLUTION NO. 24-072

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE MENDOCINO COUNTY MANAGEMENT ASSOCIATION

WHEREAS, the Meyers-Milias-Brown Act requires that units of local government meet and confer with employee representatives for the purpose of developing agreements regarding wages, hours and other terms and conditions of employment; and

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

WHEREAS, these representatives have agreed upon contractual language for the parties' Memorandum of Understanding concerning wages, hours and other terms and conditions of employment effective October 1, 2023, through September 30, 2026; and attached hereto as Attachment A; and

WHEREAS, the Memorandum of Understanding terms will not have a negative impact on the funding status of the Mendocino County Employee's Retirement Association as required by Government Code Section 23026; and

WHEREAS, the Memorandum of Understanding hereby amends and fully supersedes the parties' previously approved Memorandum of Understanding, effective October 1, 2023 through September 30, 2026; and

WHEREAS, the Board of Supervisors finds the Memorandum of Understanding to be proper and suitable and hereby approves the Memorandum of Understanding.

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

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of May, 2024, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde and Williams
NOES: None
ABSENT: None

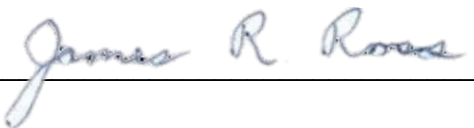
WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board



Deputy

APPROVED AS TO FORM:
JAMES R. ROSS
Interim County Counsel





MAUREEN MULHEREN, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board



Deputy

COUNTY OF MENDOCINO

and

MENDOCINO COUNTY MANAGEMENT ASSOCIATION



**MEMORANDUM
of
UNDERSTANDING**

October 1, 2023 – September 30, 2026

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PREAMBLE

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

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

1. RECOGNITION

1.1 Recognized Employee Organization

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

1.2 Management Association Classifications

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

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

1.3 Assignment of Management Unit Classifications

Before any position is assigned to the Association, a salary survey and proposed specification will be submitted to the Management Association for review.

2. NO DISCRIMINATION

The County and the Management Association agree that there shall be no discrimination because of any legally protected class including but not limited to race, color, religious creed, national origin, gender, disability, sexual orientation, or legitimate Management Association activity against any employee.

3. ASSOCIATION SECURITY

3.1 Notice of Recognized Association

The County shall provide a written notice to persons newly employed in the Unit that the Management Association is the exclusive bargaining representative for the employees' unit and classification; and the County shall also notify the employee that a current copy of the MOU can be obtained from the County Human Resources website under Labor Contracts.

- 3.2 Meet and Confer Release Time
Up to three (3) members of the Management Association are entitled to paid release time during normal work hours when formally meeting and conferring with County representatives on matters within the scope of representation.
- 3.3 Dues Deductions
Should the Management Association request dues deductions commence for those Association members who have authorized such deductions be made, the parties agree to meet and discuss how such dues deductions shall be implemented, as well as an appropriate indemnification clause by the Management Association for the County.
- 3.4 Notice of New Employees
The County shall provide the Management Association Chair with the names, departments and job title of newly hired or promoted employees assigned to the Management Association on a monthly basis.

4. PROBATIONARY PERIODS and EVALUATIONS

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

5. COMPENSATION

- 5.1 Salary
- Salary Year 1 (FY 23/24)
Effective the first full pay period following ratification and Board of Supervisors approval, all bargaining unit employees shall receive a 1% COLA. All regular full-time and part-time bargaining unit employees employed as of 12/1/2023 and employed on the date payment will be received, will be paid a supplemental payment equivalent of 1% of employee's base salary for the time period of 10/1/23 to the ratification of the agreement by the Board of Supervisors, or from the date of hire if hired after 10/1/23. The amount will be based on the employee's annual base salary as of 12/1/2023, and the supplement will be paid in employees' regular paycheck the first full pay period following ratification and Board of Supervisor's approval. Example calculation (Hourly base salary X 80 hours X number of pay periods X % FTE).
- The Alternate Defender shall be adjusted to 5% above the Deputy Public Defender IV step 5, which includes the 1% COLA, to achieve parity with the Mendocino County Public Attorneys Association.

Salary Year 2 (FY 24/25)

Effective the first full pay period in October of 2024, the County will implement one half of the total compensation study for classifications not at market. Each classification will receive a minimum increase of 2.5% through a combination of the increase from the compensation study and cost-of-living adjustment unless they are more than 2.5% above market. Classifications that are below market average will be brought up to 100% of market average of total compensation over two years. For reasons of equity and to prevent additional disparity to classifications above and below market, classifications that are more than 2.5% above market average of total compensation will not be adjusted. Compaction and alignment among classifications will be reviewed. No classification will have its rate reduced as a result of this study.

The Alternate Defender shall be adjusted to 10% above the Deputy Public Defender IV classification, following other salary changes that may occur in the same pay period, to achieve parity with the Mendocino County Public Attorneys Association.

Salary Year 3 (FY 25/26)

Effective the first full pay period in October of 2025, the County will implement the balance of the Total Compensation Study for classifications not at market. Each classification will receive a minimum increase of 2.5% through a combination of the increase from the compensation study and cost-of-living adjustment unless they are more than 5% above market. For reasons of equity and to prevent additional disparity to classifications above and below market classifications that are more than 5% above market average of total compensation will not be adjusted.

Sample calculations:

Study Result	One half of market increase	Year 1	Year 2	Year 3
8% below market	4%	1%	4%	4%
3% below market	1.50%	1%	2.50%	2.50%
2% above market	N/A	1%	2.50%	2.50%
3% above market	N/A	1%	0%	2.50%
9% above market	N/A	1%	0%	0%

5.2 Minimum Starting Salary

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

5.3 Salary Anniversary Date Adjustment

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

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

5.4. Classification Salary Range Increase

In the event the schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range. Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

5.5 Salary Step After Promotion or Demotion

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

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

5.6 Salary on Transfer

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

5.7 Salary on Reinstatement

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

5.8 Longevity

- After completion of seven (7) years of continuous County employment, the employee shall receive a two and a half percent (2.5%) increase to their base rate of pay.
- After completion of ten (10) years of continuous County employment, a 2.5% wage increase, for a total of 5%.
- After completion of fifteen (15) years of continuous County employment, a 2.5% wage increase, for a total of 7.5%.
- After completion of twenty (20) years of continuous County employment, a 2.5% wage increase, for a total of 10%.
- After completion of twenty-five (25) years of continuous County employment, a 2.5% wage increase, for a total of 12.5%.
- After completion of thirty (30) years of continuous County employment, a 2.5% wage increase, for a total of 15%.

5.9 Salary Disparity & Compaction

Should any employee in a classification represented by the Management Association have a top salary step that is not at least 5% higher than a classification the employee directly supervises, the County and Management Association representatives shall meet, upon the request of the Management Association, to discuss the issue and potential solutions to address the problem.

5.10 Flex Time Off (FTO)

A. Employees represented by Management Association are exempt under the Fair Labor Standards Act and are therefore not entitled to overtime pay or compensatory time off in lieu of overtime. Flexible time off (FTO), computed at the direct rate of one times the hours worked beyond the regular forty (40) hours per week by Exempt service employees, may be accumulated to a maximum of one hundred twenty (120) hours. Accumulated FTO hours may be taken by an employee as time off with pay upon the request of the employee and approval of the appointing authority. Accumulated FTO hours shall not be paid at any time. The choice of using Flexible Time Off, Vacation Leave, or Management/Personal Leave for an approved absence from work is at the election of the employee.

5.11 Bilingual Pay Premiums

- A. When a department head designates a position within the bargaining unit, which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the Department Head and the Human Resource Director. Thereafter, the employee shall be entitled to the payment of Fifty Dollars (\$50.00) per pay period. Use of bilingual skills shall include time spent translating, answering phone calls, doing research and speaking with or writing to clients in a language other than English.
- B. When the County designates a position within the bargaining unit, which requires bilingual skills on the average of less than ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the Human Resources Director. Thereafter, the employee shall be entitled to the payment of Twenty-Four (\$24.00) per pay period. Use of bilingual skills shall include time spent translating, answering phone calls, doing research and speaking with or writing to clients in a language other than English.
- C. An employee who receives a bilingual premium may be called upon to assist other employees in other positions who do not have bilingual skills. Such a circumstance(s) shall not be interpreted as the employee working out of his/her classification.

5.12 Coast/Covelo Assignment Premium

Effective with the ratification and approval by the Board of Supervisors Mendocino County employee whose regular assignment is in the coastal region including Fort Bragg, Mendocino, Point Arena; or in Covelo, shall receive a 5% assignment premium. This premium shall also apply to employees temporarily assigned to these locations for one full pay period or a longer period of time. Employees temporarily assigned to these locations shall receive this premium only during the temporary assignment of one full pay period or more.

6. BENEFITS

6.1 Medical Health Insurance

A. Plan Description

A medical, dental, vision, life and Accidental Death and Dismemberment (AD &D) insurance plans will be provided by the County of Mendocino. The benefits described in this section and the pertinent plan documents shall be maintained during the term of this MOU.

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

B. Health Premium Levels

- 1) Health insurance premium increases will be implemented effective the first full pay period of each calendar year, based upon the health insurer's actuarial recommendation, except as provided below in Article 6, Section B.3, "Health Care Premium".
- 2) The contributions to health insurance premiums may be increased in an amount necessary to pay for "health care industry cost trends" as determined by the health system actuary, utilizing the same share-of-cost ratio, referenced in section B.3.a, at which time a new Premium Schedule with amended Health Premium Schedule will become applicable.
 - a. If the increase recommended is more than 16%, the parties agree to Meet and Confer on insurance premiums and benefits, prior to the adoption of any increase of more than 16%.
 - b. If the increase is more than 16%, an increase of up to 16% may be implemented while a Meet and Confer process occurs regarding the balance of any additional changes in premiums or benefits.
 - c. The County will pay the percentage of the employee and dependent coverage, at the rate listed in Article 11, Section 3, "Health Care Premium", based on plan selected and employees in the bargaining unit represented by the Mendocino County Management Association, will pay the balance of the costs associated with providing health benefits insurance including medical, vision, and dental to the members of the Management unit as a whole (cost does not include buy up options for dental and vision).

3) Health Care Premium

a. County Contribution Rates 2024:

County Employee Contribution for Gold & Silver (over \$52k)	81.00%
County Dependent Contribution for Gold & Silver (over \$52k)	79.00%
County Employee Contribution for Silver (under \$52k)	83.25%
County Dependent Contribution for Silver (under \$52k)	79.00%
County Employee Contribution for Bronze HDHP	79.75%
County Dependent Contribution for Bronze HDHP	75.00%

- b. County Contribution rates will sunset 12/31/2024 - rates may increase or decrease based on the annual renewal premium received from the health plan broker, contribution rates must be evaluated yearly.

- c. The County agrees to continue to meet quarterly with the health benefits committee to review status of plan changes and review updated information in spring of 2024 & spring of 2025 regarding County usage experience and preliminary renewal rates when information is released by health plan broker.
- C. Executive Office, Health Benefits Division will announce the Regular Open Enrollment period at least one month prior to the beginning of that regular open enrollment period.
- D. Premium Cost-Sharing

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

The Human Resources Department will announce the Regular Open Enrollment period at least one month prior to the beginning of that regular open enrollment period.
- F. Emergency Health Premium and Benefit Re-Opener

The County may call for emergency negotiations if the financial condition of the health trust deteriorates or is impacted or altered to an extent that the financial stability of the trust and/or the trust's ability to pay for medical care of covered employees and dependents is jeopardized. The parties agree to meet and consult during the term of this MOU if any negotiated medical benefit or coverage issue is determined to be inconsistent with, or to create liability in penalties against the County, under the federal Affordable Care Act.
- G. Health Plan Opt Out

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

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

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

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

It is understood that the IRS does not (currently) recognize Domestic Partners as a spouse or dependent for federal income tax purposes. Therefore, it is understood that any additional taxes incurred by registering a Domestic Partner will be the sole financial responsibility of

the employee. Further, it is also understood that dependents of an employee's Domestic Partner are covered in this agreement. The County of Mendocino will endeavor to implement any changes in the Domestic Partner tax law as they occur in a timely manner.

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

6.2 Additional Benefits

A. Life Insurance

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

B. Accidental Death and Dismemberment

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

C. Employee Assistance Program (EAP)

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

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

1. EAP Confidentiality

Participants in the EAP shall be guaranteed confidentiality.

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

D. Education, Training and Health Stipend

1. Each employee represented by this bargaining unit shall be provided \$1000, per fiscal year (July to June) in the form of a taxable Education, Training and Health Stipend for expenses associated with the following: education, training, travel, computer equipment, software and other supplies and equipment; health club dues and fees and equipment intended to maintain good health and fitness. This Education, Training and Health Stipend replaces the Education, Training and Health Flex Benefit Program also known as the Management Training Benefit.

The stipend shall be divided equally into four quarterly payments and shall be automatically included in the last paycheck issued in September, December, March, and June, as long as the employee remains an employee of the bargaining unit at the

time of the quarterly payment.

This stipend will be taxable per IRS regulations and no receipts or claim forms are required.

2. The goals of this Program are the increased professional and personal competence, education, training, skills, health, benefit and well-being of employees. Programs, courses, education, training, and services or materials that contribute to or advance these goals are appropriate expenditures. These monies are not to be taken from the particular departmental funds.
3. An employee shall not be required to purchase necessary workplace equipment using these funds.
4. The County shall not be responsible for maintaining any items purchased with these funds.

E. Wellness Programs

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

F. Deferred Compensation

The County will match up to three percent (3%) of the employee's base salary.

The County deferred compensation contribution match shall be made on a bi-weekly basis and shall be consistent with the current laws and regulation governing deferred compensation contributions, including but not limited to Section 7522.10(g) of the California Public Employees' Pension Reform Act of 2013.

7. HOLIDAYS

7.1 Observed Holidays

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

January 1	New Year's Day
3rd Monday in January	Martin Luther King Jr.'s Birthday
3rd Monday in February	Washington's Birthday (Presidents' Day)
Last Monday in May	Memorial Day
July 4 th	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Indigenous Peoples' Day
November 11 th	Veterans' Day
4th Thursday in November	Thanksgiving Day
Friday Following Thanksgiving Day	
December 25 th	Christmas Day

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

- 7.2 For bargaining unit members designated as “court personnel”, they shall observe California Native American Day, which is celebrated on the fourth Friday in September, in lieu of observing Indigenous Peoples’ Day, the second Monday in October. No employee designated as court personnel working on Indigenous Peoples’ Day, shall be entitled to Holiday Pay. Court personnel includes Alternate Defender, Chief Public Defender Investigator, and Administrative Service Manager of the District Attorney and Public Defender’s Offices, and staff whose work is impacted by the Court calendar.

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

- 7.4 Floating Holiday
Each permanent full-time or permanent part-time employee shall receive one floating holiday per fiscal year, up to 8 hours, prorated for part-time employees based upon their regular work schedule (budgeted FTE), to be used between the pay period that includes October 1st and the last pay period that does not include October 1st of the following year.

The floating holiday shall be taken in the period provided and shall not be carried forward, nor shall there be any payment for unused floating holiday hours upon separation of the employee from County service.

This provision sunsets on September 30, 2026, and any floating holiday must be used in the last pay period preceding October 1, 2026.

8. VACATION

8.1 Vacation Accrual Maximums

Management Association members shall accrue vacation up to the following maximums:

- 240 Hours for first three (3) years
- 320 Hours after completion of three (3) years
- 360 Hours after completion of eight (8) years
- 440 Hours after completion of fifteen (15) years

(a) Accrual Hours Per Pay Period

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

8.2 Vacation Eligibility

New employees are eligible for vacation at hire.

8.3 Pay in Lieu of Vacation

A Management Association member can cash-out up to eighty (80) hours per calendar year, subject to the requirements of this section.

A. Irrevocable Election

To cash out vacation leave in the subsequent calendar year, each employee must fill out an Irrevocable Election Form and submit it to Human Resources during the County open enrollment period. The County will provide employees with the Irrevocable Election Form in advance of the deadline for receipt of the form.

Employees who do not submit a completed Irrevocable Election Form by the required date will not be permitted to cash out leave in the subsequent calendar year.

On the Irrevocable Election Form, an employee must irrevocably elect the number of vacation leave hours he or she wishes to cash out in the subsequent calendar year. For example, if an employee wishes to cash out up to 40 hours of vacation leave in calendar year 2023, he or she must irrevocably elect to do so in calendar year 2022.

Employees who irrevocably elect to cash out leave in the subsequent calendar year are not required to do so. However, employees may only cash out leave in an amount up to the amount set forth in their Irrevocable Election Form.

Employees must submit an Irrevocable Election form on an annual basis.

B. Cash Out Must Be Accrued in the Same Calendar Year

An employee may only cash out vacation leave accrued in the same calendar year regardless of how many vacation leave hours the employee has accrued in previous years.

For example, if an employee wishes to cash out 40 hours of vacation leave in February but has only accrued 24 at the time of the request, the employee may only cash out 24 hours at the time of the request.

9. MANAGEMENT ASSOCIATION LEAVE

Management Association members are entitled to 48 hours of Management Leave per calendar year. This leave to be used at the discretion of the department head.

Use of Management Leave

Management leave hours shall not be charged to any accumulated leave balance and must be used no later than the last pay period of the calendar year that does not include January 1.

No Accrual of Management Leave

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

10. SICK AND DISABILITY LEAVE PROVISIONS

10.1 Sick Leave Accrual

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

10.2 Industrial Leave – Anniversary Date Adjustment

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

Industrial Leave – Insurance Premium Payment

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

10.3 Extended Disability Leave – Salary Continuance

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

10.4 Family Sick Leave

Employees represented by the Management Association shall be allowed to use accumulated sick leave for the purpose of providing care due to illness or injury of an employee's family member. Such use of sick leave shall be limited to a maximum of sixty (60) hours per calendar year. The same procedures and verification standards used for "regular" sick leave shall be used for family sick leave.

10.5 Family Medical Leave Act

It is the policy of Mendocino County to provide family and medical leave in accordance with federal and state laws. The County shall provide up to twelve (12) weeks of family and medical leave in a twelve (12) month period for qualifying employees.

10.5.1 Usage of Family Medical Leave Act

Family and medical leave is unpaid leave to be used for:

- A. The employee's serious health condition, which is defined as a condition requiring in-patient care or continuing treatment by a health care provider (as defined in the Family Medical Leave Act);
- B. The birth, adoption or accepting of a child as a foster placement;
- C. Caring for an employee's sick child, spouse or parent.

10.5.2 Family and Medical Leave Qualifications

In order to qualify for family and medical leave an employee must:

- A. Have been employed by the County for at least (12) months (the months need not be consecutive);
- B. Have worked 1250 hours in the twelve (12) months preceding the leave request; and
- C. Complete the Family and Medical Leave request form.

If the leave is for the serious health condition of the employee or family member, supportive certification must be submitted. This form is not required for the birth, adoption, or placement of a child.

For the duration of the Family and Medical Leave the County shall continue to pay the

County's share of health insurance cost. The employee's share of cost shall be the responsibility of the employee. Arrangements for payment of the employee's share must be made with Human Resources/Benefits.

It is the intent of the County to comply with both Family and Medical Leave Act of 1993 (P.L. 103-3) and Government Code § 12945.2. Because of the complexity of these laws and the fact that circumstances surrounding the need for leave are generally unique, employees are encouraged to contact Human Resources Department for information.

11. CATASTROPHIC LEAVE POLICY

A Catastrophic Leave policy is established consistent with the provisions in County Policy #39 and incorporated herein by reference.

12. BEREAVEMENT LEAVE

In the event of the death of an immediate family member, Management Association members may be allowed to be absent with pay for three (3) consecutive work days (work days defined as 8 hours, eligible for total of 24 hours). As an alternative, Management Association employees may use the three (3) days non-consecutively within a thirty-day period. Should additional days of leave be necessary, the employee may use accrued leave. Should the employee utilize sick leave hours, the maximum available shall be sixteen (16) hours per occurrence.

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

13. RETIREMENT PROVISIONS

13.1

A. Retirement Benefit

Effective January 2002, the County implemented the formula in Government Code Section 31676.12 (2% at 57 retirement formula) for all non-safety classifications represented by the Management Association that are not defined as "new members" under the Public Employees' Pension Reform Act of 2013 (PEPRA").

The County will pay for future service at the same ratio (percentage) as previously established. In this regard, and as the retirement benefit has increased, the employee retirement cost will increase to reflect the benefits enumerated under Government Code, section 31676.12, of the retirement formula. However, this formula shall not apply to persons who are defined as "new members" under PEPRA.

Employees who are defined as "new members" under PEPRA will constitute a new tier. "New members" will be subject to all applicable PEPRA provisions, which include the 2% at 62 formula.

B. Service Buy-back

Employees may be eligible to receive credited service in the Retirement Association for certain qualifying services upon payment of the required contributions as permitted by, and as specified in, the County Employees Retirement Law including: service prior to membership (§31641.5), credit for uncompensated leave of absence for illness (§31646),

Military service in compliance with USERRA (§31649) or redeposit of amounts withdrawn (§31652).

1. The Retirement Board has the right and authority to establish contribution rates, procedures and time limits to exercise such options.
2. Retirement contributions made by the employee shall be credited and accrue to the employee's account and become a vested interest of the employee.

C. New Tier for New Employees

Management Association agrees the County has the right to implement a new, lower tier retirement formula for employees hired after the effective date of the new tier, subject to PEPRA. Prior to the County adopting a new lower tier retirement formula, the County and Management Association will meet and discuss what benefit level(s) the County is considering.

D. Compensation Calculation

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

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

13.2 Benefit Level for Designated Unit Safety Employees – Probation Department Employees

A. Retirement Benefit Formula

1. Effective October 1, 2003, the County implemented the 2% at 50 (*Government Code Section 31664*) Benefit Formula for Management Association classifications identified below.
2. Effective January 1, 2013, the County implemented the 2.7% at 57 (*Government Code Section 7522.25(d)*) for all "new members" (as defined in section 7522.04 of the Public Employees' Pension Reform Act of 2013) for Management Association classifications identified below. "New members" must pay an initial member contribution rate of at least 50 percent of the normal cost rate for the defined benefit plan. (*California Public Employees' Pension Reform Act of 2013, Section 7522.30(c)*).

B. Safety Benefit Eligibility

Pursuant to *Government Code Section 31581.2*, it is the intent of the Board of Supervisors that the retirement contributions made by the County, including those for past service, do not become a vested interest of, and will not accrue to the employee. Upon retirement, sufficient funds will be transferred to the retirement reserves to assure that the retirement benefit is paid to the member and or spouse. Regardless of the stipulation in *Government Code sections 31558 and 31469.4* that set forth certain categories of job classifications or employees who are potentially eligible for safety retirement, it is the County's intent to limit this retirement improvement to the classifications listed in this section.

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

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

C. Enhancements Limited to Future Employment

Any enhancement to a retirement formula or benefit that is adopted or applied to an employee on or after January 1, 2013, may be applied only to the employee's future service. (California Public Employees' Pension Reform Act of 2013, Section 7522.44).

13.3 Cost-of-Living Increase for Retired Employees

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

13.4 Sick Leave Conversion to Retirement Credit

Eligible employees shall have, when applying for retirement from County service immediately after separation from employment, all accrued sick leave applied toward calculating length of service for the determination of retirement benefits. Accrued sick leave will not count towards retirement eligibility requirements.

14. DISPUTE RESOLUTION PROCEDURE

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

Step 1.

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

Step 2.

If the dispute is not resolved at Step 1, then within ten (10) working days of the Step 1 meeting, the employee shall discuss the issue, dispute or complaint with the Director of Human Resources or his/her designee.

Step 3.

If the dispute is not resolved at Step 2, then within ten (10) working days of the Step 2 meeting, the employee shall have the right to have the matter submitted to a mediator from the State Mediation and Conciliation Service (SMCS) for a recommended resolution that shall be presented to the CEO. In the alternate, the employee may elect to submit the matter directly to the CEO for final determination. Within thirty (30) working days of receipt of the proposed mediated resolution, the CEO shall issue a final decision on the matter that shall be binding on the parties.

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

15. MISCELLANEOUS PROVISIONS

15.1 Mileage and Expense Reimbursement

Mileage and expense reimbursement amounts will be authorized according to County Policy 18 –Travel and Meal Policy

(A) Mileage Reimbursement – Personal Vehicles

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

(B) Insurance Coverage – Personal Vehicles

Employees using personal vehicles on County business must show evidence that their car is currently insured, in accordance with County Policy.

15.2 Meal Allowances

Meal allowances shall be provided in accordance with County Policy 18.

16. SEVERABILITY

The parties agree that if any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of the Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the County and the Management Association agree to meet within thirty (30) days after notice for the purpose of renegotiating said article or section.

17. NO STRIKE / NO LOCKOUT

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

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

18. TERM

This Memorandum of Understanding shall, upon the ratification of the Management Association and approval of the Board of Supervisors, be effective from October 1, 2023, through September 30, 2026.

19. ENACTMENT

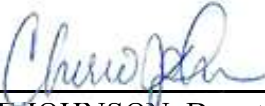
It is agreed that the foregoing shall be submitted by the respective parties to the members of the Management Association for ratification and the County of Mendocino Board of Supervisors for approval. Upon ratification and approval, the County shall take action necessary to implement this Memorandum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

This Memorandum executed this 7th day of May 2024, by the Board of Supervisors of Mendocino County.

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

COUNTY OF MENDOCINO

By: 
DARCIE ANTLE, Chief Executive Officer

By: 
CHERIE JOHNSON, Deputy Chief
Executive Officer

By: 
KAO SAETURN, Human Resources
Manager

By:  05/07/2024
MAUREEN MULHEREN, CHAIR, Board
of Supervisors

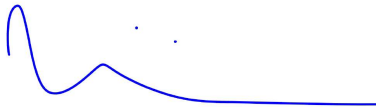
I hereby certify that according to the
provisions of Government Code Section
25103, delivery of this document has been
made.

DARCIE ANTLE, Clerk of said Board

 05/07/2024
Deputy

By: Atlas Pearson, Senior Deputy Clerk of the Board

**MENDOCINO COUNTY MANAGEMENT
ASSOCIATION**

By: 
JENNIFER THOMPSON, Negotiation Team
Member

By: 
KIRK FORD, Negotiation Team Member

Digitally signed by Kirk Ford
DN: cn=Kirk Ford, o, ou,
email=fordk@mendocinocounty.org,
c=US
Date: 2024.04.25 14:57:47 -07'00'