

RESOLUTION NO. 24-009

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE MENDOCINO COUNTY LAW ENFORCEMENT 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 the Mendocino County Board of Supervisors have met and conferred regarding provisions of the Memorandum of Understanding with representatives of the Mendocino County Law Enforcement 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 July 1, 2023, through June 30, 2026; and attached hereto as Attachment 1; 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 July 1, 2023 through June 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 representative of the Mendocino County Law Enforcement Management Association.

The foregoing Resolution introduced by Supervisor McGourty, seconded by Supervisor Haschak, and carried this 9th day of January, 2024, by the following vote:

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

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

ATTEST: DARCIE ANTLE
Clerk of the Board



Deputy

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

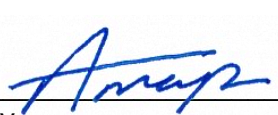




MAUREEN MULHEREN, Chair
Mendocino County Board of Supervisors

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

MEMORANDUM OF UNDERSTANDING

Between

County of Mendocino

and

**Mendocino County
Law Enforcement Management Association**



Effective JULY 1, 2023 through JUNE 30, 2026

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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 ("MOU") has been entered into by the County of Mendocino, hereinafter referred to as the County, and the Mendocino County Law Enforcement Management 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:

Chief District Attorney Investigator
Chief Welfare Fraud Investigator
Corrections Lieutenant
Sheriff's Captain
Sheriff's Lieutenant

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 MOU, shall remain in full force and effect during the term of this MOU, 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 (EERP), written policies, rules and regulations of the represented employee's department, 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. MCLEMA 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 MOU, the County and MCLEMA 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 MOU unless there is mutual consent to do so.

ARTICLE 5. CONTENT, TERMS AND CONDITIONS

If any Article or Section of this MOU 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 MOU 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 Association's 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 Union dues.
 - 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 MOU 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 MOU.
- 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 County 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 Sheriffs' Office 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 MCLEMA 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 (e.g., 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.
- M.** Employees within this unit may contribute hours of vacation time or FTO 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 FTO 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 (EERP) regarding release time off for the meet and confer process.

ARTICLE 7. CONSULTATION

Upon request, the County will consult with authorized Association representatives regarding matters of concern to the MCLEMA, 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. Purpose

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. Process

- 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. Grievance Defined

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. Grievance Committee

The County Grievance Committee for the MCLEMA unit shall consist of a representative selected by the grievant, a representative selected by the grievant's Department Head, and the Chief Executive Officer or designee, who shall not be a member of the grievant's Department, as Chairman.

5. Grievance Procedure

- 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. Time Limits

- 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, FLEX TIME OFF

1. Workweek

A work week is defined as four (4) consecutive ten (10) hour work days with three (3) consecutive days off.

2. Exception

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

3. Overtime Exempt

MCLEMA represented employees are exempt under the Fair Labor Standards Act (FLSA) and are therefore not entitled to overtime pay or compensatory time off. FLSA exempt employees are expected to work a minimum of forty (40) hours per week. Except as set forth in Section 5, their salary is full compensation for the time it takes to do their jobs.

4. Flex Time Off

A. Flexible time off (FTO), computed at the direct rate of one times the hours worked beyond the regular forty (40) hours per week by FLSA Exempt service employees, may be accumulated to a maximum of ninety-six (96) hours. Accumulated FTO hours may be taken by an employee as time off with pay upon the request of the employee and the approval of the appointing authority. Accumulated FTO hours shall not be paid at any time. The choice of using FTO, Vacation Leave or Management/Personal Leave for an approved absence from work is at the election of the employee.

5. Overtime Performing First Responder Duties

Under unusual or extenuating circumstances requiring exempt employees to perform first responder duties that require excessive work outside an exempt employee's normal work schedule, such as responding to an emergency, exempt employees may receive overtime or compensatory time off at the rate of 1.5, subject to supervisor approval.

- A. The next-level supervisor must authorize such overtime for the performance of first responder duties on an incident-by-incident basis.
- B. Overtime pay under this provision shall not apply until such time as their Flex Time off account (FTO) reaches a cap of 96 hours.
- C. Work in excess of regular schedule not determined to be first responder hours will be compensated as FTO.
- D. If FTO bank reaches the maximum 96 hours, any first responder duty hours in excess of regular schedule will be compensated as overtime pay at rate of 1.5 of total hourly compensation, including pay incentives and assignment premiums.
- E. If FTO bank is at 96 hours, only hours for first responder duties will provide compensation in excess of the 96 hours.

Compensation provided to employees pursuant to this provision constitutes permissible "additional compensation" under 29 CFR § 541 .602(a) (2020), is not part of the employees' salary, and does not impact the recipient employee's exemption from FLSA overtime requirements.

Per the retirement law, overtime is excluded from compensation earnable (legacy pre-PEPRA members) and pensionable compensation (PEPRA) members.

In Section 2 of the Resolutions 2021 -03 and 2021 -04, Overtime pay codes 200, 201 and 202, and CT codes 321 and 324, are excluded from includible compensation. Comp time used, code 322, (like sick leave or vacation use) is includible since it is in lieu of regular pay.

6. Compensation for Travel To/From in Service Training School

The parties agree that employees represented by MCLEMA shall be compensated with FTO when traveling to or from an in-service training school outside of their normal work schedule.

7. 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.

ARTICLE 10. BENEFITS

1. Medical Plan

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

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.

2. Health Insurance Premiums

- A.** The parties will continue the County/employee cost sharing on health (vision, dental, medical) insurance premiums in the amounts as set forth in Subsection C below. 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 upon request prior to the adoption of an increase in excess of sixteen percent (16%).
- C.** The County agrees to maintain the existing cost of health care premiums to Association members as of the date that the Board ratifies the MOU, December 31, 2023.

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%

County 2024 contribution rates will sunset 12/31/24- rates may increase or decrease based on the annual renewal premium received from the health plan broker, contribution rates must be evaluated yearly.

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 and spring of 2025 regarding County usage experience and preliminary renewal rates with information released by the health plan broker.

3. Maintenance and Improvement of Benefits

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

4. Life Insurance

The County will provide Fifty Thousand Dollars (\$50,000) life insurance benefit for Association members.

5. Deferred Compensation

Classifications represented by MCLEMA shall receive a three percent (3%) deferred compensation match to which represented employees may elect to make contributions.

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

6. Education, Training, and Health Flex Program

1. Beginning the first day of the first full pay period of the fiscal year, One Thousand Dollars (\$1,000) per represented employee will be annually placed into an Education, Training, and Health Flexible Benefit Program Fund.
2. Monies not used within the fiscal year allocated will roll over to next fiscal year, for a maximum of Two Thousand Dollars (\$2,000).
3. The One Thousand Dollars (\$1,000) allocated each fiscal year can be used only as follows:
 - a. Approved education or training or materials required for such.
 - b. Professional conferences including travel, lodging and meals associated with such conferences.
 - c. Membership in professional associations.
 - d. Continuing professional education, including college education (the goal of which is a degree or certificate relevant or related to the professional, personal or day-to-day responsibilities or professional competence of the employee).
 - e. Educational books, materials or subscriptions to professional associations.
 - f. Computers (ie- desktops, laptops, I-pads, etc), Computer training, misc computer components/equipment.
 - g. Optics, to include handheld or weapons mounted.
 - h. Firearms and firearms accessories.
 - i. Firearms home storage devices (lockable gun cabinets or safes).
 - j. Other related educational, equipment or professional services that would enhance the competence or performance of the employee, or contribute to the services provided to the citizens of Mendocino County.
4. Up to Five Hundred Dollars (\$500.00) of the One Thousand Dollars (\$1,000), may be used as follows:
 - a. Training, education, and/or other professional or personal enrichment or enhancement programs or materials, as set forth in item 3
 - b. Training, education, and/or other professional or personal enrichment or enhancement programs or materials that would increase the health, wellness or

- professional competence of the employee, not otherwise authorized or allowed in item 3
- c. Additional accidental death and dismemberment insurance
 - d. Additional disability insurance
 - e. Additional life insurance to the extent allowed by statutes or regulations
 - f. Health Club membership, an annual extended physical examination, or the cost of fitness, health and/or wellness programs and related equipment

The Executive Office/Human Resources Department shall be responsible for all review and approval responsibilities.

- 5. 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.
- 6. An employee shall not be required to purchase necessary workplace equipment using these funds.
- 7. The County shall not be responsible for maintaining any items purchased with these funds.

ARTICLE 11. HEALTH SERVICES – EMPLOYEE ASSISTANCE PROGRAM (EAP)

Employee Assistance Program services and referrals are available to Association members and their family members who are covered by the Mendocino County Health Plan. The covered employees and each covered family member may access up to ten (10) visits per year.

During Fiscal Year 22-23, the County will establish a Labor Management Committee, in partnership with MCLEMA, to research and address the Department's unique needs for mental health services, especially for those exposed to traumatic situations, and to provide options for solution(s).

ARTICLE 12. 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.

The County shall pay One Hundred Dollars (\$100.00) and the credit the employee for County paid time for the physical examination; such report to include remedial recommendations.

- 2. Association members can utilize the annual wellness examination provisions of the County health plan to obtain physical examinations at no charge regardless of whether an Association member participates in the County health insurance plan.

ARTICLE 13. WAGES

Salary Year 1 (FY 23/24): Effective the first full pay period following the Board of Supervisors approval and ratification, bargaining unit members shall receive the market salaries determined by the County's total compensation study.

Salary Year 2 (FY 24/25): Effective in the first full pay period in July of 2024, bargaining unit members shall receive a 1% cost of living adjustment (COLA).

Salary Year 3 (FY 25/26): Effective in the first full pay period in July of 2025, bargaining unit members shall receive a 3% COLA, applied to pay rates calculated in FY 24/25.

ARTICLE 14. PREMIUM PAY

1. Longevity

A longevity increase in salary shall be applied to MCLEMA members on the following basis:

A. The employee must be a MCLEMA bargaining unit member in a sworn law enforcement position, with no break in County service for the time periods specified below.

Years of service	Increase Over Base Salary
10	2.5%
15	5.0%
20	7.5%
25	10.0%

The longevity pay premium is effective the first full pay period following ratification.

The total longevity increase over base salary shall not exceed 10.0 (*this means that employees currently receiving longevity pay would be transitioned to the new longevity for which they qualified and the new longevity would replace and not be added to current longevity*). These increases shall not be compounded.

2. Educational Incentives

MCLEMA employees will be entitled to educational incentive pay for possession of an AA or BA degree and POST Supervisory and Management Certificates.

- Additional three percent (3%) for AA degree or Supervisory Certificate (Total six percent, [6%])
- Seven percent (7%) for BA degree or Management Certificate (Total fourteen percent [14%]).
- Sheriff's Captain - Jail position: POST eligibility or training and/or educational incentive pay as follows:

- Additional two and one-half percent (2.5%) for AA degree or Supervisory Certificate. (Total five percent [5%])
- Five percent (5%) for BA degree or Management Certificate. (Total ten percent [10%])
- Corrections Lieutenant (who does not qualify for POST certificates) will receive an education incentive as follows
 - 5% for AA Degree
 - 10% for BA Degree (Do not stack with a maximum of 10% for Education)

ARTICLE 15. ASSIGNMENT PREMIUMS

1. 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.

Employees who are certified by the Department and Human Resources as having met Basic Safety Communications proficiency exam will receive three percent (3%) premium pay. Employees who are currently or who become certified as fully proficient will receive five percent (5%) premium pay.

2. Work Out of Classification Pay

Consistent with County Policy #41, when an employee performs duties higher than the scope of duties normally assigned for at least two (2) weeks, the employee may be placed in an acting or temporary out of class assignment:

- A. Acting assignment: An employee who is assigned temporarily to a position within a higher classification, who meets the stated minimum qualifications of this classification, and who will be performing the majority of duties that indicate the distinguishing characteristics of a higher classification shall be placed on the same range and step to which he/she would have been promoted or upon promotion. Such increase should not be greater than ten percent (10%) unless the assignment is greater than six (6) months. Upon the authorization of the appropriate Department Head the salary may be adjusted another five percent (5%) after the initial six (6) months if the difference between the employee's previous pay range and the higher classification is greater than or equal to twenty percent (20%).
- B. Temporary out of classification assignment: An employee shall receive a five percent (5%) pay increase who performs a portion of significant duties that are within a higher classification that are beyond the scope of the classification to which his/her present position is allocated and that are within a higher classification for which the employee may or may not meet the minimum qualifications.

- C. For the purpose of this policy, a higher classification shall mean a classification with a pay grade greater than the classification of the employee's current position.

During such assignments, and every four (4) to six (6) months the Director of Human Resources shall review all temporary assignments for appropriateness. Except in the case of extended illness of the incumbent of the position being covered, no such acting or temporary out of classification assignment shall last longer than one (1) year from the date of the initial assignment. If there is a need to exceed one (1) year, the Human Resources Director shall review assignment for appropriateness. Other compensation, normally associated with the higher classification, shall not be granted during any acting or temporary out of classification assignment.

3. Specialty Unit Management Assignment Premium

Bargaining unit positions that manage the work of or are assigned to the K-9, FTO, Firearms training, Force Options training (taser, defensive tactics, etc.), SWAT, Search and Rescue, Investigations, Court Services, or Classification and Jail Investigations, PIO, Dispatch Manager specialty units, assignments, or teams shall receive a management assignment premium of 5% per assignment. The total specialty unit management assignment premium pay a bargaining unit member is eligible to receive is 10% regardless of the number of specialty units the member supervises.

ARTICLE 16. RETIREMENT CREDIT

1. Sick Leave 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.

2. Retirement Benefit

Safety Retirement Classifications represented by the Association 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 implemented the formula in Government Code Section 31664.2 (the 3% at 55 safety retirement formula) for all MCLEMA safety members that are not defined as "new members" under the Public Employees' Pension Reform Act (PEPRA).
- B.** Eligibility to receive this safety retirement enhancement of 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. However, this formula shall not apply to persons who are defined as "new members" under PEPRA.
- 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 adjusted the retirement contribution rates to reflect the cost of Living Adjustments (COLA) as recommended by the Retirement System actuary which resulted in no sharing of COLA costs among general and safety members.
- F.** For safety employees defined as "new members" under PEPRA, the retirement formula will be the formula in Government Code section 7522.25(d) (the 2.7% at 57 safety retirement formula). "New members" will be subject to all PEPRA provisions.
- G.** MCLEMA 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. Prior to the County adopting a new lower tier retirement formula, the County and MCLEMA will meet and discuss the benefit level(s) the County is considering.

3. Service Purchases

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).

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

ARTICLE 17. VACATION LEAVE

1. Vacation Credit

A. 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.

B. Part Time Employees

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.

2. Service Calculation

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.

3. Vacation Accrual

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 and forty (440) hours of vacation.

A. During Sick Leave

When an employee who is receiving paid sick leave reaches the maximum number of accrued vacation hours set forth in this section, during the period of such paid sick leave, the accrual limits shall be waived and the employee shall continue to accrue vacation at the normal rate. The waiver of the normal accrual limits shall not become effective until the employee has filed with the Human Resources Department a valid statement from 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 this section. 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.

B. At Termination

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

C. Lay Off and Rehire

An employee who has been laid off from County service because a position is abolished, or because of a lack of work or lack of funds, and who is 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.

4. Vacation Scheduling

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 CEO or his/her designee, provided that the employee consents and the department head submits a request to the CEO or his/her designee prior to the date that the employee's accrued vacation leave reaches the maximum allowed in this Section. The amount of compensation paid to an employee shall be calculated at this current rate.

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.

5. Vacation Use

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 has elapsed. This section shall not prevent a department head from filling a vacated position immediately following the effective date of the employee's separation from his/her department, provided funds are available.

6. Pay in Lieu of Vacation

The County will allow MCLEMA members to cash out vacation leave up to a total of eighty (80) hours per calendar year. To be eligible for the annual vacation cash-out, the employee must submit an irrevocable election form no later than December 15th of each year to receive payment of accrued vacation in the following year.

ARTICLE 18. 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 days in 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 FTO, 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 his/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.** 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 19. BEREAVEMENT LEAVE

In the event of the death of an immediate family member (defined as employee's spouse, domestic partner, child, stepchild, grandchild, parent, brother, sister, grandparent or spouses'/domestic partner's parent, grandparent, brother or sister) an employee may be allowed three (3) days of bereavement leave. The three (3) days may be used non-consecutively within thirty (30) days and shall be considered paid leave.

An employee may use two (2) additional days of bereavement leave charged against sick leave, vacation or flex time off (FTO) balance.

ARTICLE 20. FAMILY SICK LEAVE

An employee may use up to one half (0.5) of his/her annual sick leave accrual 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, Part 825 CFR).

ARTICLE 21. HOLIDAYS

1. Paid Holidays

January 1	New Year's Day
3 RD Monday in January	Martin Luther King Day
3 rd Monday in February	Presidents Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
2 nd Monday in October	Indigenous Peoples' Day
November 11	Veterans' Day
4 th Thursday of November	Thanksgiving Day
	Day following Thanksgiving Day
December 25	Christmas Day

2. Management Leave

Employees represented by MCLEMA shall receive, sixty (60) hours of management leave annually. These leave hours must be used before the pay period which contains January 1. Those hours not used shall be eliminated and a new sixty (60) hour bank will be added in the pay period containing January 1.

ARTICLE 22. DECLARED DAY OF THANKSGIVING OR MOURNING

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 23. MILITARY DUTY

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

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.

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 24. 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 25. UNIFORM ALLOWANCE AND REPLACEMENT

All MCLEMA members shall receive quarterly, a uniform allowance of Two Hundred Fifty Dollars (\$250.00). Payment for uniform allowance shall be made in members' paychecks. In addition, the Department will replace protective vests within five (5) years of initial use.

It is understood this allowance is to be applied to all uniforms and equipment maintenance expenses and replacement of uniforms due to normal wear.

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.

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 employee's Department Head or his/her designee.

If the Department denies the claim, at the Association's member's request, a Special Board will be convened of one representative from the employee's 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 employee's 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.

The decision of this Board shall be final.

ARTICLE 26. MEAL AND MILEAGE REIMBURSEMENT

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.

The reimbursement for meals schedule will be per Travel Policy #18.

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 Document.

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.

Any MCLEMA member who must appear in a court outside of that employee's regular assigned Judicial district and uses his/her private vehicle for transportation shall be reimbursed for mileage at the rate specified above.

ARTICLE 27. 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 Human Resources 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 MCLEMA, 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 intact 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.** Thirty (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

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 Reduction of Hours Section of this Article.

Within the categories set forth in the paragraph 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.

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**

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.

An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.

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.

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**

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.

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.

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.

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

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.

Calculation of length of service in a particular status or classification shall be counted from the first working day of that employee.

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.

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

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.

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.

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.

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 28. 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 29. ACCESS TO COUNTY POLICIES, RULES AND REGULATIONS

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 Rules, 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.

The County also agrees to provide to the Association four (4) copies of this MOU. The County also agrees to make available to all employees on the County's website or via hard copy copies of all department-specific policies and procedures.

ARTICLE 30. SAFETY EQUIPMENT

The following safety equipment shall be provided at the request of the represented member for on-duty use:

- Weapon
- Ammunition
- Chemical agent
- Rain gear
- Protective vest (to be replaced within five (5) years of initial use)
- Hand cuff case
- Hand cuffs
- Utility belt
- Holster
- Ammunition pouch
- Chemical agent holder
- Night stick ring
- One flashlight and charging unit

ARTICLE 31. FULL AND FAITHFUL PERFORMANCE

The Association 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 MCLEMA, 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, MCLEMA agreement to this provision is contingent upon the absence of significant breach of the entire MOU by the County.

If the Board of Supervisors has cause to believe that MCLEMA 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 MCLEMA 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.

Each employee in a classification for which the Association claims representation rights 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, 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.

If the Board of Supervisors has cause to believe that an employee has engaged in any activity which violates the above provisions, the Board of Supervisors may determine that the employee shall be subject to disciplinary action up to and including discharge from County service.

If the Board of Supervisors determines that the Executive Board of MCLEMA has taken supererogatory efforts to assure that activities prohibited in this Article do not occur, Subsection 2 hereinabove shall be waived.

The County agrees it shall not, during the term of this MOU, lock out any employee represented by the Association, or require any employee represented by the Association to work out-of-class during any action by another representative unit engaging in activities described above.

The County and the MCLEMA 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 32. TERM OF AGREEMENT

The term of this agreement shall commence on July 1, 2023 and continue in full force and effect through June 30, 2026. In the event agreement on a successor MOU is not reached prior to June 30, 2026, all terms and conditions of this MOU shall remain in full force and effect until agreement is reached on a successor MOU.

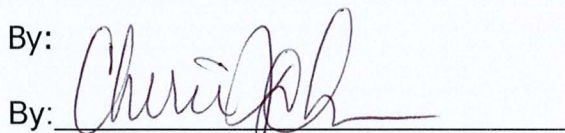
Except as specifically provided in this MOU that a particular Article or subsection is effective on a different date, all other provisions of this MOU are effective upon the date of MCLEMA ratification and County approval of the MOU; whichever date occurs last.

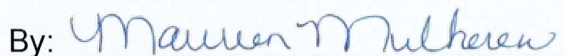
This agreement shall terminate at midnight on June 30, 2026.

The undersigned representatives of the County of Mendocino and the Mendocino County Law Enforcement Management Association (MCLEMA) 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 MCLEMA that the terms of this MOU be adopted on the 9th day of January 2024.

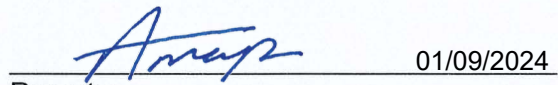
COUNTY OF MENDOCINO

By: 
DARCIE ANTLE, Chief Executive
Officer

By: 
CHERIE JOHNSON, Deputy Chief
Executive Officer

By: 
~~GLENN MCCOURTY~~, Chair, BOARD
OF SUPERVISORS Maureen Mulheren

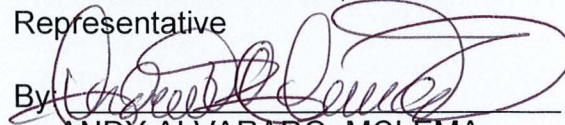
ATTEST: DARCIE ANTLE
Clerk of the Board

 01/09/2024
Deputy

By: Atlas Pearson, Senior Deputy Clerk of the Board

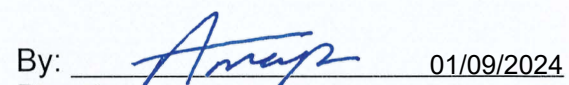
**MENDOCINO COUNTY LAW
ENFORCEMENT MANAGEMENT
ASSOCIATION**

By: 
ANDREW PORTER, MCLEMA
Representative

By: 
ANDY ALVARADO, MCLEMA
Representative

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

By:  01/09/2024
Deputy