



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF MENDOCINO

AND

MENDOCINO COUNTY

DEPARTMENT HEAD ASSOCIATION

September 1, 2023 – August 31, 2025

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION & TERM.....	4
1.1 RECOGNITION.....	4
1.2 TERM	4
ARTICLE 2 - SALARY AND SALARY UPON STATUS.....	5
2.1 LONGEVITY INCREASE.....	5
2.2 DEFERRED COMPENSATION PLAN.....	5
2.3 SALARY PROVISION.....	5
ARTICLE 3 - EXPENSES, MATERIALS AND REIMBURSEMENTS	5
3.1 EDUCATION, TRAINING AND HEALTH STIPEND	5
3.2 AUTOMOBILE ALLOWANCE	6
3.2.1 <i>Eligible Executive Employees and Officials</i>	<i>6</i>
3.2.2 <i>Conditions of Electing to Receive the Automobile Allowance:.....</i>	<i>6</i>
3.2.3 <i>Electing to Receive an Automobile Allowance</i>	<i>7</i>
3.2.4 <i>Amount of the Automobile Allowance.....</i>	<i>8</i>
3.2.5 <i>Credit Card.....</i>	<i>8</i>
ARTICLE 4 - HEALTH AND WELFARE BENEFITS	8
4.1 HEALTH INSURANCE	8
<i>Health Insurance.....</i>	<i>8</i>
<i>Health Insurance Premiums.....</i>	<i>8</i>
<i>Emergency Health Premium and Benefit Re-Opener.....</i>	<i>9</i>
<i>Maintenance and Improvement of Benefits</i>	<i>9</i>
<i>Review</i>	<i>9</i>
<i>Domestic Partner</i>	<i>10</i>
4.2 RETIREMENT	10
4.2.1 <i>Retirement Benefit</i>	<i>10</i>
4.2.2 <i>Service Purchases.....</i>	<i>11</i>
4.2.3 <i>New Tier for New Employees.....</i>	<i>11</i>
4.3 SAFETY MEMBER RETIREMENT	11
4.4 LIFE INSURANCE BENEFIT	11
ARTICLE 5 - HOLIDAYS	12
ARTICLE 6 – VACATION	13
6.1 VACATION ACCRUAL	13
6.1.1 <i>Full-Time Employees</i>	<i>13</i>
6.2 VACATION ACCRUAL LIMIT	13
6.3 VACATION ACCRUAL UPON TERMINATION	13
6.4 USE OF ACCRUED VACATION.....	13
6.5 CASH OUT FOR VACATION.....	13
6.6 FLEXIBLE TIME OFF	14
ARTICLE 7 - SICK LEAVE	14
7.1 SICK LEAVE ACCRUAL LIMIT.....	14
7.2 FAMILY SICK LEAVE.....	14
7.3 SICK LEAVE CREDIT AT RETIREMENT	14
7.4 USE OF 8 HOURS SICK LEAVE FOR WELLNESS PROGRAMS	14

ARTICLE 8- MISCELLANEOUS LEAVES OF ABSENCE.....	15
8.1 BEREAVEMENT LEAVE.....	15
8.1.1 <i>Additional Days</i>	15
8.1.2 <i>Immediate Family.....</i>	15
8.2 MANAGEMENT LEAVE	15
8.2.1 <i>Annual Credit</i>	15
8.2.2 <i>Use of Management Leave.....</i>	15
8.2.3 <i>No Accrual of Management Leave.....</i>	15
8.3 FAMILY AND MEDICAL LEAVE ACT	15
8.3.1 <i>Usage of Family and Medical Leave Act.....</i>	16
8.3.2 <i>Family and Medical Leave Qualifications.....</i>	16
8.4 SALARY CONTINUANCE DURING LONG TERM DISABILITY.....	16
8.5 CATASTROPHIC LEAVE	17
8.5.1 <i>Eligibility for Catastrophic Leave</i>	17
8.5.2 <i>Donation of Hours</i>	17
8.5.3 <i>Approval of Catastrophic Leave.....</i>	17
8.5.4 <i>Usage of Donated Hours</i>	17
ARTICLE 9 – MISCELLANEOUS PROVISIONS	19
9.1 IMPACT ON OPERATIONS	19
9.2 COMMITTEE REPRESENTATION.....	19
9.3 DISPUTE RESOLUTION PROCEDURE	19
ARTICLE 10 - FULL UNDERSTANDING, MODIFICATION, WAIVER	20
10.1 FULL UNDERSTANDING	20
10.2 PARTIAL INVALIDITY	20
ARTICLE 11 – ENACTMENT	20
APPENDIX A.....	22
ATTACHMENT A	24
ATTACHMENT B	25

PREAMBLE

This Memorandum of Understanding, hereafter referred to as the "MOU", or "Memorandum," or alternatively - as the "Agreement", is by and between the Mendocino County Board of Supervisors, hereafter referred to as the "County," and the Mendocino County Department Head Association, hereafter referred to as the "Association".

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

ARTICLE 1 – RECOGNITION & TERM

1.1 Recognition

The County of Mendocino recognizes the Mendocino County Department Head Association as the sole recognized employee organization for Department Head employees.

1.2 Term

This Agreement covers the period from September 1, 2023 – August 31, 2025, inclusive.

ARTICLE 2 - SALARY AND SALARY UPON STATUS

2.1 Longevity Increase

Department Head Association will receive the following 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%.

2.2 Deferred Compensation Plan

Those classifications represented by the Department Head Association or covered by its MOU, shall receive a deferred compensation match of 4%.

2.3 Salary Provision

Effective the first full pay period following July 1, 2024, total compensation market increases will be implemented using Sonoma, Lake and Humboldt County as comparators for positions studied in the survey. If there is not a comparable classification in one of those three Counties, the County and the Department Head Association agree to use Tehama County for substitution for Humboldt County, Butte County for substitution for Lake County, and Napa County for substitution for Sonoma County.

Department Head Association, the Executive Office and Human Resources are to work together to develop a program for performance-based merit increases, beyond Step 5 of the established salary range, applicable to Department Heads in the Department Head Association currently at Step 5 of the County's Wage Chart. The focus will be on measurable outcomes based on goals from the Mendocino County Strategic Plan or other outputs that align with organizational goals. These metrics will be clearly defined and linked to performance expectations. This program is expected to be developed and presented to the Board of Supervisors by September 30, 2024.

ARTICLE 3 - EXPENSES, MATERIALS AND REIMBURSEMENTS

3.1 Education, Training and Health Stipend

Each employee represented by this bargaining unit shall be provided \$1500.00 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 (and payout of prior allowance) will be taxable per IRS regulations and no receipts or claim forms are required.

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.

An employee shall not be required to purchase necessary workplace equipment using these funds.

The County shall not be responsible for maintaining any items purchased with these funds.

3.2 Automobile Allowance

3.2.1 Eligible Executive Employees and Officials

The County executive employees and officials set forth in Appendix A are eligible for the Automobile Allowance created in this Agreement.

3.2.2 Conditions of Electing to Receive the Automobile Allowance:

A. All eligible executive employees and officials may elect from the following options:

- 1.** Receive an automobile allowance under the terms and conditions of this Agreement and Resolution; or
- 2.** Continue to receive reimbursement for actual mileage expended on County business for intra-County travel as well as outside of the County travel, as set forth in the County's travel policy; and/or receive usage of a County vehicle for business travel; in accordance with County travel policy and vehicle use policy.

B. While an eligible executive employee or official who elects to receive an

automobile allowance may continue to be reimbursed or use County vehicles, for travel **outside** Mendocino County in accord with County policies; the employee or official **may not be reimbursed for travel within the county, nor** may the employee or official use a County vehicle for normal business travel **within the County**.

- C. Electing this option does not effect the employee's or official's ability to use County trucks, vans, 4x4's or other utility vehicles for appropriate utilitarian, emergency, or extraordinary use. The intent of this section is to prevent the abusive use of this benefit by electing to receive an automobile allowance yet continuing to use County vehicles on a daily, frequent or constant basis.

3.2.3 Electing to Receive an Automobile Allowance

- A. An eligible executive employee or official must inform the Payroll Manager/Supervisor of his or her decision to receive an automobile allowance in such form or manner as the Payroll Manager / Supervisor or the Auditor determines appropriate for record-keeping and tax purposes.
- B. The employee or official will receive the auto allowance beginning the next pay period after filing for this option. However, the eligible employee may receive the auto allowance during the same pay period the option claim is filed, if the Payroll manager/ supervisor determine that the claim can be processed expeditiously and in timely manner, and without undue diversion of employee resources.
- C. An eligible employee or official may elect to enter or leave the automobile allowance program no more than twice a year during the following election periods of enrollment:
 - 1. Within five pay periods of being hired, appointed, assigned, promoted, or transferred into an eligible classification or position;
 - 2. Within five pay periods after the enactment of this Agreement or Resolution;
 - 3. Within pay periods 14 and 15 of the fiscal year [the first two pay periods of the fiscal year]; and/or
 - 4. Within pay periods 1 and 2 of the fiscal year [the first two pay periods covering the beginning of the calendar year, approximately the middle two pay periods of the fiscal year].
- D. At the time the employee or official elects to receive an auto allowance, he or she must inform the Payroll Manager or Supervisor whether:
 - 1. The executive employee or official wants to receive the allowance as a tax-free allowance. If the employee or official elects this choice, the employee or official must provide the Payroll manager or supervisor with detailed travel records on a quarterly basis, to determine which portion of the allowance will remain tax-free.
 - 2. Alternatively, the eligible employee or official must notify Payroll that they

will receive the allowance as a normal taxable benefit, if the employee will not be submitting quarterly travel records.

3.2.4 Amount of the Automobile Allowance

Eligible executive employees and officials who elect to receive an automobile allowance shall receive \$250.00 [two-hundred fifty Dollars] per month as a benefit added to their paycheck.

3.2.5 Credit Card

Agree to provide a credit card to any department head, if that department head so desires, for payment of travel related expenses, thereby minimizing the likelihood of that department head utilizing personal funds (which are later reimbursed) for such travel expenses. The credit card will be provided in a manner that is deemed to achieve the greatest level of accounting efficiency and internal control as determined by the Auditor-Controller.

ARTICLE 4 - HEALTH AND WELFARE BENEFITS

4.1 **Health Insurance**

4.1.1

Health Insurance

A. Benefits

During the term of this Agreement, medical, dental, vision, life and death and dismemberment programs will be provided by the County of Mendocino for eligible employees. Please contact the Executive Office – Benefits Division to refer to applicable plan documents for specific coverage and cost provisions.

B. Health Premium Levels

- 1) Health insurance premium increases will be implemented effective the first pay period of each calendar year, based upon actuarial recommendation except as provided below in Article 13, Section 1.B.4, “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 and past accumulated health plan deficit determined by the health plan actuary to support the solvency and stability of the Plan.
 - a. Should the premium increase recommended by the health plan actuary be more than 16%, the parties agree to Meet and Confer on insurance premiums and benefits, prior to the adoption of any increase of more than 16%.
 - b. If the increase is more than 16%, an increase of up to 16% may be implemented while the Meet and Confer process occurs regarding the balance of any additional changes in premiums or benefits.

3) Historically, the County has paid approximately 75% of both the employee and dependent coverage, and collectively employees in the bargaining unit represented by the Teamsters, have paid approximately 25% of the costs associated with providing health benefits insurance including medical, vision, and dental to the members of the unit as a whole. During the term of this MOU, the County shall pay no less than 75% of the health care premium for employee coverage.

4) Health Care Premium

The County agrees to maintain the existing cost of health care premiums to employees from October 1, 2022, through December 31, 2023. The parties will continue to meet and confer on changes to the health plan to ensure its fiscal solvency.

County Contributions Rates for 2024 (sunset 12/31/24):

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%

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 & spring of 2025 regarding County usage experience and preliminary renewal rates when information is released by health plan broker.

C. Emergency Health Premium and Benefit Re-Opener

- 1) The County may call for emergency negotiations if the financial condition of the health plan deteriorates, or is impacted.
- 2) The negotiating parties agree to complete each Meet & Confer regarding benefit changes and premium increases within thirty (30) calendar days.
- 3) The parties agree that impasse, as becomes necessary, shall be completed within the same thirty (30) calendar day period as stated in paragraph #2 above.
- 4) Both parties agree that the above-shortened time frame in and of itself shall not constitute an unfair labor practice.

D. Maintenance of Benefits

The benefits described in this section and the pertinent plan documents shall be maintained during the term of this MOU.

Review

The County will continue to review the stability of the health plan.

E. Decline Health Insurance

Employees may opt out of the County health insurance by providing proof of other group coverage and completion of Health Insurance Declination Form. To decline coverage, an employee must utilize the County's electronic benefits administration portal.

F. Domestic Partner Benefits

The County of Mendocino agrees to offer medical, dental and vision coverage for domestic partners as defined by the State of California Family Code Section 297 (as amended).

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

- 1) Employees and their Domestic Partner must register with and be certified by the State of California.
- 2) The employee must complete the County's Health Plan Enrollment process utilizing the County's electronic benefits administration portal, and provide a copy of the State Certification of Domestic Partner Registration during the time of enrollment to the Executive Office Health Benefits Division.

It is understood that the IRS does not (currently) recognize Domestic Partners as a spouse or dependent for federal income tax purposes. Therefore, it is understood that any additional taxes incurred by registering a Domestic Partner will be the sole financial responsibility of the employee. Further, it is also understood that dependents of an employee's Domestic Partner are not covered in this agreement. The County of Mendocino will endeavor to implement any changes in the Domestic Partner tax law as they occur in a timely manner.

This benefit will terminate upon termination of the Domestic Partnership pursuant to Family Code Section 299.

4.2 RETIREMENT

4.2.1 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 Department Head 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.

4.2.2 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).

- 1) The Retirement Board has the right and authority to establish contribution rates, procedures, and time limits to exercise 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.

4.2.3 New Tier for New Employees

Department Head 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 PEPPRA. Prior to the County adopting a new lower tier retirement formula, the County and Department Head Association will meet and discuss what benefit level(s) the County is considering.

4.3 Safety Member Retirement

- A. The County has implemented the formula in Government Code Section 31664 (the 2% at 50 safety retirement formula) for the Chief Probation Officer. Eligibility to receive the safety retirement enhancement is contingent on the employee still being employed by the County on, or being hired after, October 1, 2003 in an eligible classification.
- B. The County will pay for all past safety retirement - provided that this employment occurred in the County of Mendocino and meets the criteria set forth in this section. 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 Chief Probation Officer. 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.

4.4 Life Insurance Benefit

The County will provide a total of \$50,000 term life insurance for all represented employees.

ARTICLE 5 - HOLIDAYS

Pursuant to County code 3.04.190 the following are paid holidays. All employees occupying a permanent full-time or permanent part-time position shall receive their regular pay for these holidays:

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

Every day designated by the President or the Governor of the State of California and formally recognized by the Board of Supervisors as a holiday, day of Thanksgiving, or of public mourning.

ARTICLE 6 – VACATION

6.1 **Vacation Accrual**

6.1.1 **Full-Time Employees**

Pursuant to County Code 3.04.150 every permanent full-time employee of the County of Mendocino shall be credited with forty (40) hours of paid vacation. Thereafter, vacation shall accrue at the rate of 3.079 hours per pay period of service until the employee has completed three (3) years of service; thereafter, vacation shall accrue at the rate of 4.616 hours every pay period until the employee has completed eight (8) years of service; thereafter, vacation shall accrue at the rate of 6.157 hours per pay period until the employee has completed fifteen (15) years of service; thereafter, vacation shall accrue at the rate of 7.694 hours per pay period.

Years of Pay Service	Accrual Rate	Hours	Maximum Accruals
0 to 3	3.079	80	440
>3 to 8	4.616	120	440
>8 to 15	6.157	160	440
>15	7.694	200	440

6.2 **Vacation Accrual Limit**

A. 440 hours

6.3 **Vacation Accrual Upon Termination**

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

6.4 **Use of Accrued Vacation**

Except as herein provided, every effort shall be made to arrange vacation schedules so that each employee will take at least half of his or her vacation time accrued during the calendar year. The County acknowledges that an employee may utilize the remaining half of his or her accrued vacation time towards the limits set forth in section 6.2 and plan for the authorized cash out as stated in section 6.5.

6.5 **Cash Out for Vacation**

Association employees may at their request receive compensation in lieu of unused vacation leave, not to exceed the eighty (80) hours per fiscal year. Said compensation shall be paid to the employee following the submission of the request to the Human Resources Department. The amount of compensation paid to an employee shall be calculated at the employee's current rate of pay. Employee must submit irrevocable election form no later than December 15 of prior calendar year.

The Department Head may request that said benefit be paid out of County miscellaneous budget.

6.6 **Flexible Time Off**

Flexible time off (FTO), computed at the direct rate of one times the hours worked beyond the regular forty (40) hour per week by FLSA Exempt service employees, may be accumulated to a maximum of 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 are at the election of the employee.

ARTICLE 7 - SICK LEAVE

7.1 **Sick Leave Accrual Limit**

Pursuant to County Code 3.04.160 sick leave hours may be accrued without limit.

7.2 **Family Sick Leave**

Employees represented by the 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.

For the purpose of Article 7.2, "family member" is defined as an employee's child, spouse, parent, grandparent, grandchild or domestic partner.

7.3 **Sick Leave Credit at Retirement**

The parties agree that eligible employees represented by the Association shall have, when applying for retirement from County service, 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.

7.4 **Use of 8 Hours Sick Leave for Wellness Programs**

- A. The parties agree that up to 8 hours of sick leave per calendar year may be used by an employee for the purpose of attending an approved County Wellness program.
- B. To use 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.

ARTICLE 8- MISCELLANEOUS LEAVES OF ABSENCE

8.1 **Bereavement Leave**

Employees who suffer a death in their immediate family may be allowed five (5) days of bereavement leave. The five (5) days may be used non-consecutively within thirty (30) days and shall be considered paid leave.

If additional days of leave are necessary, the employee may use accrued leave. Should the employee utilize sick leave hours the amount available shall be sixteen (16) hours per occurrence.

8.1.1 **Additional Days**

Employees may use an additional two (2) days of accrued leave. Accrued leave for this purpose may be compensatory, personal leave, vacation time, or sick leave.

Should the employee not have any such accrued leave, this absence may be considered leave without pay.

8.1.2 **Immediate Family**

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

8.2 **Management Leave**

All Association members shall receive Management Leave based upon percentage of allocation of position. Upon hiring the new employee shall be given Management Leave Hours based on date of hire (between January 1 and March 31, 48 hours; April 1 and June 30, 32 hours; July 1 - September 30, 24 hours, and October 1 - the pay period that includes December 18, 16 hours). Annually thereafter the employee shall receive 48 hours in the pay period that includes January 1.

8.2.1 **Annual Credit**

A permanent full-time employee will be credited with management leave of up to forty-eight (48) hours per calendar year as per Section 8.2. Thereafter, forty-eight (48) hours per calendar year credited on the first day of the calendar year for every year thereafter.

8.2.2 **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.

8.2.3 **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.

8.3 **Family and 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.

8.3.1 Usage of Family and 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 and Medical Leave Act);
- B.** The birth, adoption or accepting of a child as a foster placement; and,
- C.** Caring for an employee's sick child, spouse, or parent.

8.3.2 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 twelve (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 the 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 the Human Resources Department for information.

8.4 Salary Continuance During Long Term Disability

Association employees 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% salary for the first two (2) months after such leave has been exhausted; if unable to work after that, employee shall receive 75 percent salary for a two (2) month period and 50% for another two (2) month period. The employee shall be required to present to the County Human Resources Director a certificate from a physician indicating an opinion that the employee can reasonably be expected to recover sufficiently to return to work. The physician's certificate may be obtained through a medical examination at County expense or through consultation between a County-designated physician and the employee's personal physician.

8.5 Catastrophic Leave

Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the employee.

8.5.1 Eligibility for Catastrophic Leave

Coverage - All permanent employees of the County of Mendocino, who have successfully completed twenty-six (26) pay periods in paid status, and donated one (1) hour annually to the General Bank, shall be eligible for such leave due to catastrophic injury or illness of the employee, or the employee's spouse, parent or child. Association employees shall only be eligible after the two months of full pay in accordance with the long-term disability policy (8.4). The second two (2) month period the catastrophic policy will pay the 25% not paid by the County and during the third two-month period the policy will pay the 50% not paid by the County. (All payment contingent on the necessary contributions being in said system).

Other Leaves - The employee must first exhaust all accrued sick leave, vacation leave, and compensatory time before qualifying for catastrophic leave.

8.5.2 Donation of Hours

Catastrophic leave shall be additional paid leave available from vacation or compensatory leave hours donated by other County employees to a catastrophic leave bank.

Employees donating vacation must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least forty (40) hours after the donation of vacation time.

8.5.3 Approval of Catastrophic Leave

An employee requesting catastrophic leave must receive the approval of the Human Resources Director.

The Human Resources Director shall account for the donation and disbursement of catastrophic leave hours.

The decision of the Human Resources Director to deny the recommended Catastrophic Leave shall be appealable to the County Executive Officer within ten (10) calendar days of the decision. The decision by the County Executive Officer shall be final.

8.5.4 Usage of Donated Hours

If granted by the Human Resources Director an employee may use Catastrophic Leave to augment short-term disability payments not to exceed their base rate salary.

While an employee is on Catastrophic Leave using donated hours, the employee shall not accrue any vacation or sick leave. Upon the employee's return to work, any hours

in excess of forty (40) will be returned to the Catastrophic Leave Bank.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 **Impact on Operations**

Department Head will be informed, consulted and trained on any and all items negotiated with other bargaining units that may impact the operations of any department, prior to tentative agreements of said item(s).

9.2 **Committee Representation**

Department Head will be represented on any and all committees formed of bargaining unit members to discuss County policies and/or finances.

9.3 **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 Department Head Association representative at any of the meetings

ARTICLE 10 - FULL UNDERSTANDING, MODIFICATION, WAIVER

10.1 Full Understanding

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. The parties recognize that existing County ordinances which have not been modified by this or previous Agreements shall remain in full force and effect until such time as the parties have met and conferred in good faith regarding any proposed changes as required under the Meyers-Miliias-Brown Act.

10.2 Partial Invalidity

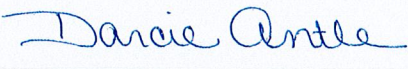
The parties agree that if any Article or Section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Articles and Sections of the Memorandum of Understanding shall remain in full force and effect for the duration of its term. In the even of invalidation of any Article of Section contained herein or in previous Memoranda of Understanding, the County and Department Head Employees Association agree to meet within thirty (30) days of said determination after appropriate notice thereof for the purpose of renegotiating said Article or Section.

ARTICLE 11 – ENACTMENT

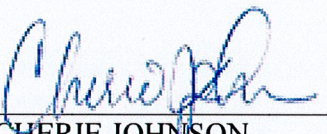
The Board of Supervisors will amend its written policies and take other action by resolution or otherwise as may be necessary in order to give full force and effect to provisions of this Agreement.

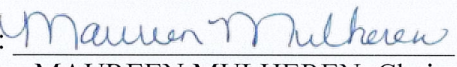
COUNTY OF MENDOCINO

MENDOCINO COUNTY DEPARTMENT
HEAD ASSOCIATION

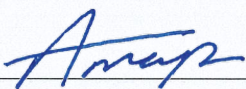
By: 
DARCIE ANTLE,
Chief Executive Officer

By: 
IZEN LOCATELLI, Department Head
Association Representative

By: 
CHERIE JOHNSON,
Deputy Chief Executive Officer

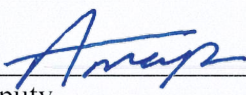
By:  05/07/2024
MAUREEN MULHEREN, Chair,
Board of Supervisors

ATTEST: DARCIE ANTLE,
Clerk of the Board


Deputy 05/07/2024

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

DARCIE ANTLE, Clerk of the Board


Deputy

By: Atlas Pearson, Senior Deputy Clerk of the Board
05/07/2024

APPENDIX A

AUTOMOBILE ALLOWANCE RESOLUTION LIST OF ELIGIBLE EXECUTIVE CLASSIFICATIONS, EMPLOYEES AND OFFICIALS

The Automobile Allowance created by this Resolution is extended to County department head and executive employees or officials as set forth in this Appendix, or as modified by Agreement, individual contract or designation by the acting or appointed Chief Executive Officer or designee [CEO]. Individuals serving as interim, acting or temporary department head or executive employees or officials may petition the acting or appointed CEO or designee for eligibility for an automobile allowance, but may only receive the automobile allowance upon approval of the acting or appointed CEO or designee and acceptance and approval of the Board of Supervisors.

1. Employees or officials designated appointed department head, including but not limited to the following positions [including employees occupying successor or similarly titled appointed executive positions]:
 - a. Agricultural Commissioner/Sealer of Weights and Measures
 - b. Director of Information Services/Chief Information Officer
 - c. Air Pollution Control Officer
 - d. Director of Animal Care Services
 - e. Director of General Services Agency
 - f. County Librarian
 - g. Director of Planning and Building Services
 - h. Chief Probation Officer
 - i. Public Defender
 - j. Director of Public Health
 - k. Director of Social Services
 - l. Director of Transportation
 - m. Cannabis Program Director
 - n. Director of Child Support Services
2. Elected department head and executive officials, including but not limited to the following:
 - a. The District Attorney
 - b. The Sheriff-Coroner
 - c. The Assessor / Clerk-Recorder
 - d. The Auditor-Controller / Treasurer-Tax Collector
3. Exempt department heads, including but not limited to the following [or similarly titled executive position]:
 - a. Chief Executive Officer
 - b. Clerk of the Board
 - c. County Counsel
 - d. Director of Human Resources
 - e. Director of Health Services
4. The following classifications, positions, employees or officials are eligible for an automobile

allowance upon application to and written approval of the acting or appointed CEO, or designee, and acceptance by the Board of Supervisors:

- a. An assistant department head, who is an exempt bargaining unit employee, at the request of the appointing authority department head
- b. Alternate Defender
- c. An acting, interim, temporary or other non-appointed or non-exempt department head

ATTACHMENT A
HEALTH PLAN PREMIUM SCHEDULE

HEALTH PLAN BENEFIT COSTS & DEDUCTIBLES

– REFER TO EXECUTIVE OFFICE WEBSITE –

ATTACHMENT B
JOB CLASSIFICATIONS

Description	Job Class
AIR POLLUTION CONTROL OFFICER	2055
CHIEF PROBATION OFFICER	6011
COUNTY LIBRARIAN	
DIRECTOR OF CANNABIS PROGRAM	2069
DIRECTOR CHILD SUPPORT SERVICES	0133
DIRECTOR OF INFORMATION SERVICES – CHIEF INFORMATION OFFICER	0226
DIRECTOR OF PLANNING & BUILDING SERVICES	2036
DIRECTOR OF SOCIAL SERVICES	0231
DIRECTOR OF TRANSPORTATION	2028
DIRECTOR OF GENERAL SERVICES AGENCY DIRECTOR	0138
DIRECTOR OF ANIMAL CARE	0203