

RESOLUTION NO. 24-064

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

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

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

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 23rd day of April, 2024, by the following vote:

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

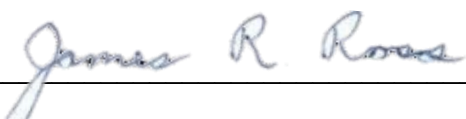
WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board



Deputy

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





MAUREEN MULHEREN, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board



Deputy

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MENDOCINO



AND
MENDOCINO COUNTY ASSOCIATION
OF CONFIDENTIAL EMPLOYEES

July 1, 2023 – June 30, 2026

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PREAMBLE

This Memorandum of Understanding, hereafter referred to as the "Memorandum" or "MOU" is by and between the Mendocino County Board of Supervisors, hereafter referred to as "the County," and The Mendocino County Association of Confidential Employees (MCACE), hereafter generally referred to in this Memorandum as "the Association".

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

ARTICLE 1 – RECOGNITION AND TERM OF MEMORANDUM

1.1 Recognition

The County of Mendocino acknowledges The Mendocino County Association of Confidential Employees as the sole recognized employee organization for matters within the scope of representation as defined in the Employer-Employee Relations Policy (EERP), for employees in all classifications listed in Attachment A, as such ministerial listing may be amended as the County deems appropriate during the term of the Memorandum.

1.2 Term

This memorandum shall be in effect only for the period from July 1, 2023 - June 30, 2026. All other previous and specifically stated terms and conditions of employment shall remain in full force and effect.

ARTICLE 2 – DESIGNATION OF CONFIDENTIAL WORK STATUS

2.1 Designation of Confidential Work Status

A. County employees designated as “confidential”, represented by the Association, covered by this and all subsequent Confidential Employee Memoranda of Understanding are identified by classification in Attachment A and incorporated herein by reference. Attachment A may be modified:

1. Pursuant to the Employer-Employee Relations Procedures of the County,
2. By mutual agreement of the parties, or
3. By the County pursuant to this section

B. The “confidential” designation is reserved for those positions in certain departments that have direct knowledge of and/or involvement in the collective bargaining and labor relations processes of the County with its employees. The parties recognize that a Department Head can determine the extent to which employees have access to this collective bargaining and labor relations confidential information.

C. The parties agree that only the minimum number of positions necessary to conduct County operations should be included in the Association.

2.2 Confidential Employees

2.2.1 Vacant positions

When any position currently designated as “confidential” becomes vacant the County will evaluate the appropriateness and efficacy of leaving that position in the Association versus assigning it to another bargaining unit.

A. The County agrees to consult with the affected Department Head and the Association representative prior to removing a vacant position from the Association.

B. The Association agrees to expedite these discussions.

C. Any change in designation will occur prior to filling the vacant position.

- D. After these discussions, the County may remove the vacant position from the Association and place it in a bargaining unit deemed more appropriate.

2.2.2 Newly allocated positions

At the request of the Association or on its own initiative, the County will determine whether any newly allocated position that may reasonably qualify to be designated “confidential” should be so designated.

- A. Prior to making this determination the County will discuss this designation with the Association representative and the affected Department Head.
- B. The Association agrees to expedite these discussions.
- C. This review and discussion shall occur prior to any newly allocated positions being placed in the Association.

2.2.3 Currently allocated positions whose duties are modified

At the request of the Association or on its own initiative, the County will determine whether any currently allocated position whose duties are modified to include “confidential” functions, such as involvement in the collective bargaining and labor relations processes, should be designated “confidential”.

- A. Prior to making this determination the County will discuss this designation with the Association representative and the affected Department Head.
- B. This review and discussion shall occur prior to any newly allocated positions being placed in the Association.

ARTICLE 3 – FAIR LABOR STANDARDS ACT

The parties agree to comply with the current federal law known as the Fair Labor Standards Act (FLSA) and to meet and confer thereon as necessary during the term of this Memorandum on matters within the scope of representation for the purpose of implementing the Act as may be required by federal law or executive order or amending any ordinances, resolutions, policies, rules, regulations, or procedures necessitated by, or impacted by FLSA requirements. In addition, the parties shall comply with any amendments to the current FLSA that may occur and may be effective during the term of this Memorandum, as well as all decisions by any agency of competent jurisdiction that has superseding authority to interpret and enforce the law.

ARTICLE 4 – SALARY AND RELATED MATTERS

4.1 Pay Differential

The parties agree the employees represented by the Association shall continue to receive a five percent (5%) pay differential. The percentage is to be above that paid the same classification in other units. For those classifications that are unique to this unit the percentage shall be allied to the step in salary range that an employee has attained.

4.2 Salary Plan Administration

Salary Year 1 (FY 23/24): Effective the first full pay period following ratification and board approval, all bargaining unit employees shall receive a 1% COLA. All regular full-time and part-time Confidential employees employed as of 12/1/2023 and employed on the date payment will be received, will be paid a supplemental payment equivalent of 1% of employee's annual base salary for the time period of 7/1/23 to the ratification of the agreement by the Board of Supervisors, or from the date of hire if hired after 7/1/2023. The amount will be based on the employee's annual base salary as of 12/1/2023, and the supplement will be paid in employees' regular paycheck the first full pay period following ratification and Board of Supervisor's approval. Example calculation (Hourly base salary X 80 hours X number of pay periods X %FTE)

Year 2 (FY 24/25): Effective in the first full pay period in July of 2024, the County will implement one half of the total compensation study for classifications not at market. Each classification will receive a minimum increase of 2.5% through a combination of the increase from the compensation study and a cost-of-living adjustment unless they are more than 2.5% above market. Classifications that are below market average will be brought up to 100% of market average of total compensation over two years. For reasons of equity and to prevent additional disparity to classifications above and below market, classifications that are more than 2.5% above market average of total compensation will not be adjusted. Compaction and alignment among classifications will be reviewed. No classification will have its rate reduced as a result of this study.

Year 3 (FY 25/26): Effective in first full pay period in July of 2025, the County will implement the balance of the total compensation study for classifications not at market. Each classification will receive a minimum increase of 2.5% through a combination of the increase from the compensation study and a cost-of-living adjustment unless they are more than 5% above market. For reasons of equity and to prevent additional disparity to classifications above and below market, classifications that are more than 5% above market average of total compensation will not be adjusted.

Sample calculations:

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

At the request of MCACE, the County agrees to meet for discussion on compaction between classifications and internal alignments between job classifications that may have been impacted by the recent total compensation study. Additionally, at the request of MCACE, the County agrees to meet and discuss any compensation philosophy and proposed changes to salary survey methodology potentially proposed by any such philosophy.

4.3 Merit Increase and Denials

- A. Upon progress and productivity, employees may be considered for increase from one step in the salary range to next step in the salary range, as set forth in County Code sections 3.04.0707 and 3.04.080.
- B. Nothing in this section should be construed to prevent any pay for performance strategies.
- C. An employee must receive an overall rating equivalent to satisfactory or above in order to receive the merit increase.
- D. A Department Head shall withhold a merit increase for an employee whose work performance has received an overall rating that is less than satisfactory.
- E. The Department Head shall notify the affected employee and the Human Resources Director of the decision to deny a merit increase.
 - 1. The Department Head shall endeavor to provide the employee and the Human Resources Director notice of this decision to deny a merit increase, at least ten (10) days prior to the date on which the employee is eligible for the merit increase.
 - 2. Denial of a merit increase must be supported by a performance evaluation and include a corrective action plan.
 - 3. In the event a merit increase is denied, the affected employee shall be reevaluated within three (3) months of the initial denial of the merit increase, and periodically thereafter, if appropriate for the corrective action plan.

4.4 Longevity

After completion of ten (10) years of continuous County employment, the employee shall receive a two percent (2%) increase to their base rate of pay.

After completion of fifteen (15) years of continuous County employment, the employee shall receive a one percent (1%) increase to their base rate of pay, for a total of three percent (3%).

After completion of twenty (20) years of continuous County employment, the employee shall

receive a one percent (1%) increase to their base rate of pay, for a total of four percent (4%).

ARTICLE 5 – PROBATIONARY PERIODS FOR NEW HIRES, PROMOTIONS AND LATERAL TRANSFERS

5.1 Probationary

A. There shall be a 12-month probationary period for all persons newly hired or promoted into or within a classification/position designated “confidential” or represented by the Association.

1. There shall be, at a minimum, a 5-month and 11-month review and evaluation. Additional evaluations and reviews may occur.

B. If the employee has already successfully completed probation for any County classification in their current service period, that employee shall serve a 6-month promotion probationary period if they are promoted into a higher classification. If the employee has not already successfully completed probation for any classification, there shall be a 12-month probationary period for all persons who are newly hired, promoted, demoted, or who transfer from one classification into a different classification in the same salary grade. This section does not apply to trainees.

C. There shall be a six (6) month probationary period for all persons laterally transferring between departments within classifications designated “confidential” or represented by the Association.

D.- The County and Association agree to discuss or where appropriate under Myers-Milias-Brown Act, to meet and confer on any new countywide policy regarding probationary periods proposed by the County.

1. Substantial Conformity

If the provisions of the new or proposed countywide policy substantially conform to the probationary terms in sub-sections A and B above the County and Association agree to discuss the provision of the new or proposed policy.

2. Significant Alteration

If the provisions of the new or proposed countywide policy significantly alter or modify the probationary terms in sub-sections A and B above the County and Association agree to meet and confer on the provision of the new or proposed policy.

ARTICLE 6 – LAYOFFS

6.1 Layoffs in Accordance with Civil Service Rules

In accordance with Civil Service Rule 11, Section 6A through 6E.

6.2 Layoff Bumping

In the event an Association employee(s) be laid off, and there is no bumping advantage, this

employee will be considered for the next position opening that they qualify for, regardless of whether they have previously held the classification.

6.3 Voluntary Layoff Program

In the event a mandatory layoff is authorized by the Board of Supervisors and as Department Heads begin having layoff discussions with staff, the Department Head may consider accepting the voluntary layoff of a permanent employee with more seniority. Such senior employee may request to voluntarily 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. The Department Head in conjunction with the HR Director has final approval authority on a case-by-case basis, without regard to seniority or outcome for persons in same classification.

Upon approval of a voluntary layoff request, 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 voluntary layoff, the employee is subject to all rights and procedures as are applied to employees who are laid off from County service (except with regard to bumping rights). Seniority will remain intact in regard to all other purposes including restoration.

When an official announcement regarding layoff is made and it is determined that voluntary layoffs will be considered, Department Heads may accept and consider voluntary layoffs (on a case by case basis).

A Department Head may only consider voluntary layoff off when the result of granting a voluntary layoff results in saving of another more junior employee otherwise slated for layoff, from being laid off.

Procedures and Form – see Attachment B

ARTICLE 7 – SPECIAL ASSIGNMENT PREMIUMS

7.1 Bilingual Pay Premium

A. When the County designates a position within the bargaining unit, which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the Department Head and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of seventy-five dollars (\$75) per pay period. Use of bilingual skills shall include time spent translating, answering phone calls, doing research, and speaking with or writing to clients in a language other than English.

B. When the County designates a position within the bargaining unit, which requires bilingual skills on the average, less than ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the Human Resources Director. Thereafter, the employee shall be entitled to the payment of twenty-five dollars (\$25) per pay period. Use of bilingual skills shall include time spent translating, answering phone calls, doing

research, and speaking with or writing to clients in a language other than English.

- C. An employee who receives a bilingual premium may be called upon to assist other employees in other positions who do not have bilingual skills. Such a circumstance(s) shall not be interpreted as the employee working out of his/her classification.

ARTICLE 8 – HEALTH AND WELFARE BENEFITS

8.1 Health Insurance

8.1.1 Plan Description

- A. Medical, dental, vision, life and death and dismemberment programs will be provided by the County of Mendocino.
- B. The benefit levels of dental, vision, life and death and dismemberment programs as they exist are presently described in the pertinent Plan Documents and are incorporated in this Memorandum by reference.
- C. Effective the first full pay period of the calendar year, the health plan contribution levels are as set forth in section 8.1. of this MOU, and in the amounts specifically cited on the Mendocino County webpage under Executive Office Health Benefits Division.

8.1.2 Health Premium Levels

- A. Health insurance premium changes will be implemented effective the first full pay period of each calendar year, based upon the health insurer's actuarial recommendation, except as provided below in Article 8, Section 8.1.2.C, "Health Care Premium."
- B. The contributions to health insurance premiums may be increased in an amount necessary to pay for "health care industry cost trends" as determined by the Health System Actuary, utilizing the same share-of-cost ratio, reference in section C.1, at which time a new Premium Schedule with amended Health Premium Schedule will become applicable.
 - 1. If the increase recommended is more than 16%, the parties agree to meet and confer on insurance premiums and benefits, prior to the adoption of any increase of more than 16%.
 - 2. If the increase is more than 16%, an increase of up to 16% may be implemented while a Meet and Confer process occurs regarding the balance of any additional changes in premiums or benefits.
 - 3. The County will pay the percentage of the employee and dependent coverage, at the rate listed in Article 8, Section 8.1.2.C.1, "Health Care Premium", based on plan selected and employees in the bargaining unit represented by the Association, will pay the balance of the costs associated with providing health benefits insurance including medical, vision, and dental to the members of the

Association as a whole (cost does not include buy up options for dental and vision)..

C. Health Care Premium

1. 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%

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

3. 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.

D. Executive Office, Health Benefits Division will announce the Regular Open Enrollment period at least one month prior to the beginning of that regular open enrollment period.

8.1.3 Emergency Health Premium and Benefit Re-Opener

A. The County may call for emergency negotiations if the financial condition of the health trust deteriorates, or is impacted.

B. The negotiating parties agree to complete each Meet and Confer regarding benefit changes and premium increases within thirty (30) calendar days.

C. The parties agree that impasse, as becomes necessary, shall be completed within the same thirty (30) calendar day period as stated in B above.

D. Both parties agree that the above-shortened time frame in and of itself shall not constitute an unfair labor practice.

8.1.4 Maintenance and Improvement of Benefits

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

8.1.5 Declination of Health Insurance

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

8.1.6 Domestic Partner

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

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

- Employees and their Domestic Partner must register with and be certified by the State of California; and
- The employee must complete and submit the County’s Health Plan Enrollment process utilizing the County’s electronic health 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 covered in this agreement, as provided by law. 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.

8.1.7 Health Coverage Provisions

All other provisions regarding health coverage remain the same.

8.2 General Retirement Benefits

8.2.1 Retirement Benefit

The County will provide retirement benefits to each employee in accordance with Mendocino County Employees Retirement Association plan documents.

New Tier for New Employees

Mendocino County Association of Confidential Employees (MCACE) 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 PEPR. Prior to the County adopting a new lower tier retirement formula, the County and MCACE will meet and discuss what benefit level(s) the County is considering.

8.2.2 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).

- 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.

8.3 Retirement Incentives

If the County offers early retirement incentives to other bargaining units they will also agree to discuss the subject with Association.

8.4 Retirement

A new lower tier retirement formula for employees hired into the Confidential Unit job classifications may be created if created for other bargaining units including general (non-safety) classifications.

8.5 Education, Training and Health Flex Benefit Program

Each employee represented by this bargaining unit shall be provided \$800.00 per fiscal year (July to June), in the form of a taxable Education, Training and Health Stipend for expense 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.

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.

Upon approval of this MOU by the Board of Supervisors, all bargaining unit members shall receive the balance of their current accrued Education, Training and Health Stipend allowance which exceeds \$200.00 in the first full pay period following ratification. Thereafter, a quarterly payment of \$200.00 shall be issued on the last paycheck issued in June 2024. If the employee has a current allowance balance of less than \$200.00 upon the implementation of this new process of stipend payments, the payment of the remaining balance shall be paid in June 2024. No additional claims for reimbursement or payment of invoices requested after ratification of this MOU will be process or paid.

The stipend (and payout of prior allowance) will be taxable per IRS regulations and no receipts or claim forms are required.

ARTICLE 9 – HOLIDAYS

Pursuant to County Code 3.04.190 the following are paid holidays. All employees occupying a regular full-time or regular 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.'s Birthday
3rd Monday in February	Washington's Birthday (President's Day)
Last Monday in May	Memorial Day

July 4th	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Indigenous People's 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.

9.1 Floating Holiday

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

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

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

ARTICLE 10 – VACATION

10.1 Vacation Accrual

10.1.1 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 upon the completion of thirteen (13) bi-weekly 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.

Years of Pay Service	Accrual Rate – Annual			Maximum Accruals	
	Period	Hours	Days	Weeks	Hours
0 to 3	3.079	80	10	2	240
>3 to 8	4.616	120	15	3	320
>8 to 15	6.157	160	20	4	320

>15	7.694	200	25	5	400
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10.2 Vacation Buy-Out

- A. Employees may buy-out up to sixty (60) hours of their vacation time per fiscal year, at their rate of pay at time of buy-out.
- B. This right to buy-out accrues upon an employee being covered by this MOU.
- C. The cost of this buy-out shall not be charged to an employee's particular Agency, Department, or Appointing Authority.

D. Irrevocable Election

To buy out vacation leave in the subsequent calendar year, each employee must fill out an Irrevocable Election Form and submit it to Human Resources during the County open enrollment period no later than a date set in December of the year prior to buy out.

The County will provide employees with the Irrevocable Election Form in advance of the deadline for receipt of the form.

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

On the Irrevocable Election Form, an employee must irrevocably elect the number of vacation leave hours he or she wishes to buy out in the subsequent calendar year. For example, if an employee wishes to buy out up to 40 hours of vacation leave in calendar year 2021, he or she must irrevocably elect to do so in calendar year 2020.

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

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

E. Buy Out Must Be Accrued in the Same Calendar Year

An employee may only buy out vacation leave accrued in the same calendar year as the buy-out - regardless of how many vacation leave hours the employee has accrued in previous years. For example, if an employee has properly submitted the Irrevocable Election form and wishes to buy out 40 hours of vacation leave in February but has only accrued 24 hours in the calendar year at the time of the request, the employee may only buy-out 24 hours at the time of the request.

ARTICLE 11 – SICK LEAVE

Pursuant to County Code Section 3.04.160

11.1 Sick Leave

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.

11.2 Sick Leave Accrual

A. Full-Time Employees

Each regular full-time employee of the County of Mendocino shall be entitled to earn and accrue credit for future use, 4.616 hours of paid sick leave per pay period.

B. Accrual for Permanent Part-Time

Every part-time employee holding a budgeted position who is paid at a biweekly rate of pay, and who is employed a minimum of twenty (20) hours per week shall earn and accrue a portion of the sick leave benefits in direct relation to the fixed percentage of full-time work to which the position is budgeted and allocated.

11.3 Sick Leave Accrual Limit

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

11.4 Family Sick Leave

A. Accumulated paid sick leave may be used for the purpose of providing care due to the illness or injury of an employee's family member.

B. Such sick leave use shall be limited to maximum of sixty (60) hours per calendar year, or as modified by law, then in compliance with the law.

C. The same procedures and verification standards used for "regular" sick leave shall be used for family sick leave.

D. Additional family and medical leave may be provided or covered by the Family and Medical Leave Act, the California Family Rights Act, and California pregnancy disability leave rights.

E. For the purpose of this section, "family member" is defined as an employee's: (1) spouse (2) child, including a stepchild, foster child, or child for whom the employee is acting in loco parentis (3) parent, including a step-parent or the person who acted in loco parentis to the employee when he or she was a child (4) grandchild (5) grandparent and (6) domestic partner.

11.5 Sick Leave Credit at Retirement

The parties agree that eligible employees represented by the Association 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.

11.6 Wellness Leave

Up to eight (8) hours of sick leave per calendar year may be used by an employee for the purpose of attending an approved County Wellness Program. An employee must have a

balance of no less than forty (40) hours of sick leave accrued at the time the leave is to be used to attend the Wellness Program. The employee must have the prior approval of the employee's Department Head (or designee) to attend the program. A Department Head may not capriciously, arbitrarily, or consistently deny the use of said leave.

ARTICLE 12 – MISCELLANEOUS LEAVES OF ABSENCE

12.1 Bereavement Leave

Employees who suffer a death in their immediate family may be allowed to be absent with pay for (24) non-consecutive work hours to be used within thirty (30) calendar days for each family member who dies. Part-time employees who receive benefits may be eligible for bereavement leave. The number of hours available shall be based on the percentage of the allocated position to full-time (i.e., .5 allocation times 24 = 12.0 hours available leave). Such time shall be considered additional paid leave.

A. Additional Days

Employees may use an additional 16.0 hours of accrued leave. Part-time employees who receive benefits may be eligible for bereavement leave. The number of hours available shall be based on the percentage of the allocated position to full-time. 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.

B. Immediate Family

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

C. Non-Immediate Family

Employees may use vacation, CTO, personal leave days, or leave without pay to attend memorial services for non-"immediate family." While approval of such leave is at the discretion of the appointing authority, requests shall not be unreasonably denied.

12.2 Paid Personal Leave

12.2.1 Annual Credit

An employee who has completed thirteen (13) pay periods of County service shall be credited with personal leave hours based on the percentage of time of the position allocation up to a maximum of forty (40) hours.

Such hours shall be credited on the first pay period following completion of required service, and annually thereafter on the first day of pay period which includes January 1st.

12.2.2 Use of Personal Leave

Personal leave hours shall not be charged to any accumulated leave balance and may

only be used:

During the pay period which includes January 1st through and including the pay period which includes the last pay period of the calendar year that does not include January 1 of the following year in which such hours are credited; and upon mutual agreement of the employee and the employee's Department Head.

12.2.3 No Accrual of Personal Leave

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

12.3 Catastrophic Leave

Pursuant to County Policy 39 the County shall maintain and operate a catastrophic leave bank in a manner consistent with the Catastrophic Leave Policy, which is hereby ratified and incorporated into this agreement by reference.

ARTICLE 13 – MISCELLANEOUS

Mendocino County adopted County Policy #57, "Telework Policy and Program Guidelines," on April 5, 2022, which is attached as Attachment D for information purposes only.

ARTICLE 14 – GRIEVANCE 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 employee may have an Association representative at any of the below-described meetings. 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 Director of Human Resources or their designee.

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.

A grievance form can be found in Attachment E. These grievance forms will be kept and updated by the employee, and at each step, the employee should provide a copy to an Association representative.

ARTICLE 15 – 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 event of invalidation of any Article or Section contained herein or in previous Memoranda of Understanding, the County and MCACE agree to meet within thirty (30) days of said determination after appropriate notice thereof for the purpose of renegotiating said Article or Section.

ARTICLE 16 – TERM OF AGREEMENT

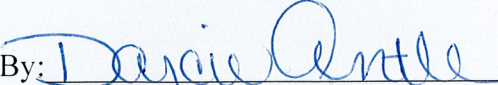
This Memorandum shall be effective on July 1, 2023, and shall remain in full force and effect through and including June 30, 2026.

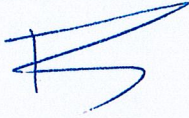
ARTICLE 17 – ENACTMENT

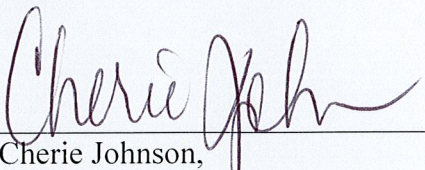
This Memorandum executed this 23rd day of April, 2024, by the Board of Supervisors.

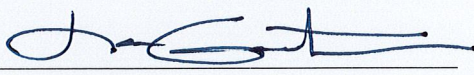
COUNTY OF MENDOCINO

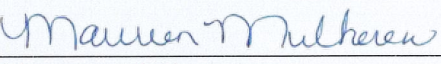
MENDOCINO COUNTY
ASSOCIATION OF CONFIDENTIAL
EMPLOYEES

By: 
Darcie Antle,
Chief Executive Officer

By: 
F. Robert Reveles,
Chair, MCACE

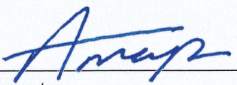
By: 
Cherie Johnson,
Deputy Chief Executive Officer

By: 
Kao Saeturn,
Human Resources Manager

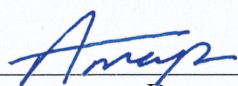
By: 
Maureen Mulheren,
CHAIR, Board of Supervisors

ATTEST: DARCIE ANTLE
Clerk of the Board

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

 04/23/2024
Deputy

DARCIE ANTLE
Clerk of the Board

By:  04/23/2024
Deputy

ATTACHMENT A
JOB CLASSIFICATIONS

Job Title	Job Class
ACCOUNT SPECIALIST III - CONF	0151
ACCOUNTANT-AUDITOR I - CONF	0242
ACCOUNTANT-AUDITOR II - CONF	0243
ACCOUNTANT - CONF	0046
ADMINISTRATIVE ASSISTANT - CONF	0064
BENEFITS TECHNICIAN - CONF	0227
DEPARTMENT ANALYST I - CONF	0195
DEPARTMENT ANALYST II - CONF	0196
DEPUTY CLERK BOS I - CONF	0070
DEPUTY CLERK BOS II - CONF	0149
EMERGENCY SERVICES SPCLST	0206
EXECUTIVE COORDINATOR - CONF	0013
HR TECHNICIAN	0048
LEGAL ADMINISTRATIVE ASST - CONF	0178
LEGAL ASSISTANT - CONF	0077
LEGAL SECRETARY I - CONF	0075
LEGAL SECRETARY II - CONF	0073
LEGAL SERVICES SUPERVISOR - CONF	0078
OFFICE SERVICES SUPERVISOR - CON	0066
PROGRAM SPECIALIST I - CONF	0180
PROGRAM SPECIALIST II - CONF	0181
RETIREMENT ANALYST - CONF	0230
REGISTERED NURSE - CONF	4104
RETIREMENT FINACL INVEST OFFICER	0190
RETIREMENT SPECIALIST I - CONF	0018
RETIREMENT SPECIALIST II - CONF	0051
RETIREMENT SPECIALIST III - CONF	0229

SR ACCOUNTANT-AUDITOR	0250
SR DEPARTMENT ANALYST - CONF	0197
SR DEPUTY CLERK BOS - CONF	0199
SR PROGRAM SPECIALIST - CONF	0174
STAFF ASSISTANT I - CONF	0056
STAFF ASSISTANT II - CONF	0058
STAFF ASSISTANT III - CONF	0061
STAFF SERVICES ADMININSTR - CONF	0234

ATTACHMENT B

VOLUNTARY LAYOFF PROCEDURES

1. Upon authorization of layoffs by the Board of Supervisors and after decision to consider voluntary layoffs has been made and announced by a Department Head, the Department Head shall allow interested employees one week to fill out the form.
2. Department Head reviews the requests and meets with the HR Director to discuss requests and the feasibility of each request.
3. Department Head notifies Human Resource of approval or denial of requests.
4. Department Head provides employee with approved/denied form.
5. HR Department prepares official notices of impending voluntary layoff.
6. Department Head issues notices.
7. HR prepares notices rescinding layoff for any involuntary layoff notices issued that are no longer required as a result of the voluntary layoff.
8. HR shall maintain restoration lists in accordance with Civil Service Rules.

Request for Voluntary Layoff

To be used only when the County Board of Supervisors has declared a layoff and it has been determined that voluntary layoffs will be considered.

Complete this form if you wish to be considered for voluntary layoff from County employment. In order to qualify for voluntary layoff you must be a permanent County of Mendocino employee (you have passed probation in your current classification or in a previous classification).

Name _____ Current Supervisor _____
(please print)

Current Classification _____ Department _____

Work address _____ Work Phone # _____

By signing this document on the line below and initialing each bullet point, I signify that I agree to and understand the following:

- I agree to a voluntary lay off from my employment as a _____ with the County of Mendocino.
_____ initial
- For this voluntary lay off only, I accept a temporary waiver of any displacement (bumping) rights due me because of my seniority. _____ initial
- I understand that requests for voluntary layoff are subject to approval of my department head in conjunction with the HR Director, on a case-by-case basis and my request may not be granted. _____ initial
- I accept that I will not be laid off until this request has been fully reviewed and approved by my Department Head.
_____ initial
- I understand that if this request is approved, I will be laid off at the end of the next full pay period after I have received written notification that my request for voluntary layoff has been approved, or other date that constitutes a 21-day notification. _____ initial
- I understand that if this request is approved, and by accepting the above bullet, I am waiving my right to any language in my bargaining unit MOU that allows for 30 or 14-day (or other) layoff notice. _____ initial
- I understand that if this request is approved, I may not withdraw the request and must proceed to be laid off.
_____ initial
- I understand that, except for my rights regarding restoration outlined by the Civil Service Rules, (*see back of this page*) I will have no legal right to employment at the County. _____ initial
- I understand that if I am voluntarily laid off, except for bumping rights, I will be subject to all other conditions of layoff (please see rules on the back of this document). _____ initial
- I understand that I may have rights to receive State of California unemployment compensation and that these rights and receipt of such compensation are under the control of the State of California and not the County of Mendocino (for more information go to www.edd.ca.gov or visit your local EDD office. _____ initial

Signature

Date

OFFICIAL USE ONLY

This request for voluntary layoff is: _____ approved _____ denied

Effective date of Voluntary Layoff: _____
(end of next full pay period after employee has been notified of this request is approved)

Signature - Appointing Authority

Date

*after determination: return one copy to employee (front & back); one copy to Human Resources; one copy to employee's bargaining unit.

ATTACHMENT C
HEALTH PLAN PREMIUM SCHEDULE

HEALTH PLAN BENEFIT COSTS & DEDUCTIBLES

– REFER TO EXECUTIVE OFFICE WEBSITE –

[HTTPS://WWW.MENDOCINOCOUNTY.GOV/GOVERNMENT/EXECUTIVE-OFFICE/HEALTH-INSURANCE-PLAN](https://www.mendocinocounty.gov/government/executive-office/health-insurance-plan)

ATTACHMENT D
COUNTY POLICY #57

TELEWORK POLICY AND PROGRAM GUIDELINES

– REFER TO COUNTY WEBSITE –

[HTTPS://WWW.MENDOCINOCOUNTY.GOV/GOVERNMENT/EXECUTIVE-OFFICE/POLICY-MANUAL](https://www.mendocinocounty.gov/government/executive-office/policy-manual)

ATTACHMENT E

MENDOCINO COUNTY

ASSOCIATION OF CONFIDENTIAL EMPLOYEES

GRIEVANCE FORM

Name: _____ Job Classification: _____

Department: _____

Employee Organization (if applicable): _____

Grievance

Date of incident(s): _____ Describe grievance: _____

Specify regulation, rule, policy, or MOU provision violated: _____

Requested solution (be specific): _____

Employee's signature: _____ Date: _____

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

Step 1

Informal Discussion with Supervisor

Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within thirty (30) working days of the occurrence, 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 with the Director of Human Resources or their designee.

Supervisor's name: _____ Title: _____

Date discussion was held: _____ Supervisor's response date: _____

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.

Director/Designee name: _____ Title: _____

Date discussion was held: _____ Director/Designee's response date: _____

Director/Designee's decision: _____

Director/Designee's signature: _____ Date: _____

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.

Mediator: _____ Date of mediation: _____

Mediator's recommendation: _____

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.

CEO's decision: _____

Employee's signature: _____ Date: _____