



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF MENDOCINO

AND

MENDOCINO COUNTY

DEPARTMENT HEAD ASSOCIATION

September 1, 2017 – August 31, 2019

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
2.4 SALARY SURVEY.....	5
ARTICLE 3 - EXPENSES, MATERIALS AND REIMBURSEMENTS	6
3.1 MANAGEMENT TRAINING BENEFIT	6
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>7</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
4.1.1 <i>Plan Description.....</i>	<i>8</i>
4.1.2 <i>Opt-Out Provision.....</i>	<i>9</i>
4.1.3 <i>Health Insurance Premiums</i>	<i>9</i>
4.1.4 <i>Emergency Health Premium and Benefit Re-Opener.....</i>	<i>10</i>
4.1.5 <i>Health Benefits Trust Account.....</i>	<i>10</i>
4.1.6 <i>Maintenance and Improvement of Benefits</i>	<i>10</i>
4.1.7 <i>Review</i>	<i>10</i>
4.1.8 <i>Domestic Partner.....</i>	<i>10</i>
4.2 RETIREMENT BENEFITS.....	11
4.3 SAFETY MEMBER RETIREMENT.....	12
4.4 LIFE INSURANCE BENEFIT.....	12
ARTICLE 5 - HOLIDAYS	13
ARTICLE 6 – VACATION	14
6.1 VACATION ACCRUAL.....	14
6.1.1 <i>Full-Time Employees.....</i>	<i>14</i>
6.2 VACATION ACCRUAL LIMIT	14
6.3 VACATION ACCRUAL UPON TERMINATION.....	14
6.4 USE OF ACCRUED VACATION	14
6.5 CASH OUT FOR VACATION	14
6.6 FLEXIBLE TIME OFF	15
ARTICLE 7 - SICK LEAVE	15
7.1 SICK LEAVE ACCRUAL LIMIT	15
7.2 FAMILY SICK LEAVE	15
7.3 SICK LEAVE CREDIT AT RETIREMENT	15
7.4 USE OF 8 HOURS SICK LEAVE FOR WELLNESS PROGRAMS.....	15

ARTICLE 8- MISCELLANEOUS LEAVES OF ABSENCE.....	16
8.1 BEREAVEMENT LEAVE	16
8.1.1 <i>Additional Days.....</i>	<i>16</i>
8.1.2 <i>Immediate Family.....</i>	<i>16</i>
8.2 MANAGEMENT LEAVE	16
8.2.1 <i>Annual Credit</i>	<i>16</i>
8.2.2 <i>Use of Management Leave</i>	<i>16</i>
8.3 FAMILY AND MEDICAL LEAVE ACT	17
8.3.1 <i>Usage of Family and Medical Leave Act.....</i>	<i>17</i>
8.3.2 <i>Family and Medical Leave Qualifications</i>	<i>17</i>
8.4 SALARY CONTINUANCE DURING LONG TERM DISABILITY	17
8.5 CATASTROPHIC LEAVE.....	18
8.5.1 <i>Eligibility for Catastrophic Leave</i>	<i>18</i>
8.5.2 <i>Donation of Hours.....</i>	<i>18</i>
8.5.3 <i>Approval of Catastrophic Leave.....</i>	<i>18</i>
8.5.4 <i>Usage of Donated Hours</i>	<i>18</i>
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 – MEET & CONFER	20
11.1 AGREEMENT TO RESOLVE OUTSTANDING ISSUES	20
11.1.1 <i>Pay for Performance</i>	<i>20</i>
ARTICLE 12 – 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, 2017 – August 31, 2019, inclusive.

ARTICLE 2 - SALARY AND SALARY UPON STATUS

2.1 Longevity Increase

A longevity pay increase shall be paid to Department Head. An increase shall require written request by the Department Head and verification of service by the County Human Resources Director.

A Department Head shall be eligible for longevity pay when they have served five (5) years at step 5 or a flat rate salary and upon each five (5) year anniversary thereafter. The increase shall be 2½% for each five year period.

The Department Head further agree to continue to meet and confer with the County to develop an equitable system for determining longevity pay based on merit.

2.2 Deferred Compensation Plan

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

2.3 Salary Provision

Effective date of year one increase is the first full pay period in September 2017 or the first full pay period following ratification and adoption, whichever is later. Effective date of year two increase is the first full pay period in September 2018.

Year 1:

Effective the first full pay period in September 2017 or the first full pay period following ratification and adoption, whichever is later, a 3% salary increase, and a one-time supplemental payment of \$2,000 to all permanent full-time and permanent part-time bargaining unit employees who are employed during the first full pay period in September 2017.

Year 2:

Effective the first full pay period in September 2018, a 3% salary increase, and a one-time supplemental payment of \$2,000 to all permanent full-time and permanent part-time bargaining unit employees who are employed during the first full pay period of September 2018.

2.4 Salary Survey

Salary Survey to be completed within 60 days of contract expiration date.

ARTICLE 3 - EXPENSES, MATERIALS AND REIMBURSEMENTS

3.1 Management Training Benefit

- A.** Beginning the first pay period of the fiscal year \$1,500.00 will be annually placed into a Training, Education and Flexible Benefit Fund.
- B.** Monies not used within the fiscal year allocated will roll over to next fiscal year, for a maximum of \$3,000.
- C.** Of the \$1,500.00 allocated each fiscal year (\$1,000.00) can be used only as follows
(An employee shall not be required to purchase necessary workplace equipment using these funds):
 - 1. Approved education or training,
 - 2. Professional conferences and travel to conferences,
 - 3. Membership in professional associations,
 - 4. Continuing professional education,
 - 5. College education [the goal of which is a degree or certificate relevant to the professional, personal or day-to-day responsibilities or professional competence of the Department Head],
 - 6. Training or educational books,
 - 7. Computer training and professional materials including Smartphones, I-Pads, or laptops at the option of the employee. Services such as connection services, phone services, etc., do not qualify for this reimbursement, (the County will not be responsible for maintaining any items purchased under this section) or
 - 8. Other related educational purposes.
- D.** A flexible benefit fund shall be created with the remaining \$500.00, which may be used as follows:
 - 1. Training, education, or other professional or personal enrichment or enhancement programs or materials, as set forth in item 3.
 - 2. Training, education, and/or other professional or personal enrichment or enhancement programs or materials that would increase the health, wellness or professional competence of the department head, not otherwise authorized or allowed in item 3.
 - 3. Executive physical examination.
 - 4. Additional accidental death and dismemberment insurance.
 - 5. Additional disability insurance.
 - 6. Health Club membership or the cost of fitness, health and/or wellness programs and related equipment.

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 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. The health plan contribution levels are as set forth in section 4.1.3 of this MOU, and in the amounts specifically cited in Attachment A, Premium Schedule, are attached hereto and incorporated by reference.

4.1.2 Opt-Out Provision

Employees showing proof of other health insurance may complete the Health Insurance Declination form to opt out of the Health Insurance Plan.

4.1.3 Health Insurance Premiums

- A. The parties will implement the 75%/25% health insurance premiums in the amounts as set forth in the Health Premium Schedule contained in Attachment A, Premium Schedule, attached and incorporated herein.
- 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, at which time a new Attachment A - Premium Schedule will become applicable.
 - 1. Should the health care industry cost trend increases recommended by the health system 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%.
 - 2. 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.
- C. Under the health premium plan hereby adopted, the County will pay approximately 75% of both the employee and dependent coverage, and collectively employees in the bargaining unit represented by Appointed Department Head, will pay approximately 25% of the costs associated with providing benefits insurance including medical, vision, and dental to the members of the bargaining unit as a whole.

Health Care Premium Calendar Year -There shall be no increase to the employee portion of the health care premiums during the 2018 health plan year (calendar year). This language automatically sunsets December 31, 2018.

In October, November and December 2017, and October, November and December 2018, bargaining unit members enrolled in the County health plan will receive a three month rate holiday equivalent to the “employee only” amount (which would be applied to all levels of coverage.)

4.1.4 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 or altered to an extent that the financial stability of the trust and/or the trust’s ability to pay for medical care of covered employees and dependents is jeopardized.
- B.** The negotiating parties agree to complete each Meet & Confer regarding benefit changes and premium increases within thirty calendar days of receiving a proposal.
- C.** The ADH negotiating team will receive a response to any counter proposal within 24 hours of Board decision on said counter proposal.
- D.** The parties agree that impasse, as becomes necessary, shall be completed within the same thirty calendar day period as stated in B above.
- E.** Both parties agree that the above-shortened time frame in and of itself shall not constitute an unfair labor practice.
- F.** All items within 4.1.4 ‘Emergency Health Premium and Benefit Re-Opener’ as adopted will be reconsidered in good faith through Meet & Confer for a new ADH contract but will remain in affect until a new MOU is negotiated, agreed to, and signed.

4.1.5 Health Benefits Trust Account

The County will agree to reopen negotiations once a reserve at a level established by the Health Benefits actuary/consultant has been obtained that will allow for premium reduction.

4.1.6 Maintenance and Improvement of Benefits

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

4.1.7 Review

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

4.1.8 Domestic Partner

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

To be eligible the following conditions must be complied with:

A. Employees and their Domestic Partners must register with and be certified by the State of California.

B. The employee must complete and submit the County's Health Plan Enrollment Form and provide a copy of the State Certification of Domestic Partner Registration at time of application to the Human Resources Department.

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

A. Retirement Benefit

Effective January 2002, the County implemented the formula in Government Code Section 31676.12 (2% at 57 retirement formula) for all non-safety classifications represented by the 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.

B. Service Buy-back

If an employee has prior service which qualifies for purchase, the employee must make the employee contributions only.

- 1) The Retirement Board shall arrange the costs, rates, procedures and time limits to exercise this buy-back option and the actuarial firm retained by the Retirement Board,

and administered by the Retirement Deputy.

- 2) Retirement contributions made by or bought back by the employee shall be credited and accrue to the employee's account and become a vested interest of the employee.

C. New Tier for New Employees

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'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	Columbus 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 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	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.

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 sixty (60) 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 total County service for the purpose of retirement. The calculation shall be done by the Retirement Board consistent with past practice.

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 three (3) days of bereavement leave. The three (3) days may be used non-consecutively within thirty (30) days and shall be considered paid leave.

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 County-designated 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 Administrative Officer within ten (10) calendar days of the decision. The decision by the County Administrative 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-Milius-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 event of invalidation of any Article or 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 – MEET & CONFER

11.1 Agreement to Resolve Outstanding Issues

11.1.1 Pay for Performance

During the contract period the County and Association will jointly work toward development of a mutually agreed upon pay for performance program, which may include salary and non-salary issues.

ARTICLE 12 – ENACTMENT

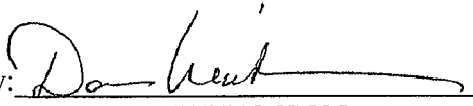
The Board of Supervisors will amend its written policies and take other action by resolution or otherwise as may be necessary in order to give full force and effect to provisions of this Agreement.

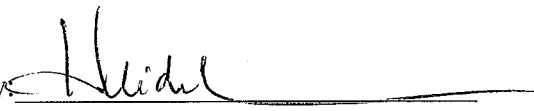
COUNTY OF MENDOCINO

MENDOCINO COUNTY DEPARTMENT
HEAD ASSOCIATION

By: 
CARMEL J. ANGELO
Chief Executive Officer

By: 
LINDA THOMPSON, DHA Representative

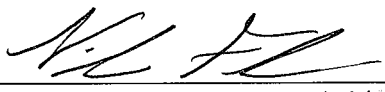
By: 
DONNA WILLIAMSON,
Chief Negotiator

By: 
HEIDI DUNHAM,
Human Resources Director

By: 
JOHN MCCOWEN, Chair, Board of
Supervisors

AUG 01 2017

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy
AUG 01 2017

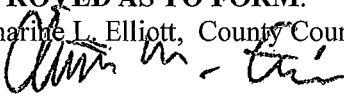
I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy
AUG 01 2017

APPROVED AS TO FORM:

Katharine L. Elliott, County Counsel

By: 

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 Administrative Officer or designee [CAO]. Individuals serving as interim, acting or temporary department head or executive employees or officials may petition the acting or appointed CAO or designee for eligibility for an automobile allowance, but may only receive the automobile allowance upon approval of the acting or appointed CAO 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
 - b. Information Services Director
 - c. Director of the Solid Waste Division
 - d. Director of Animal Control
 - e. Director of General Services
 - f. Library Director
 - g. Museum Director
 - h. Director of Mental Health
 - i. Director of Planning and Building Services
 - j. Chief Probation Officer
 - k. Public Defender
 - l. Director of Public Health
 - m. Social Services Director
 - n. Director of the Department of Transportation
 - o. Water Agency General Manager
 - p. 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
 - e. The Treasurer / Tax Collector
3. Exempt department heads, including but not limited to the following [or similarly titled executive position]:
 - a. Chief Administrative Officer
 - b. Clerk of the Board

- c. County Counsel
 - d. Director of Human Resources
-
- 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 CAO, 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 HR WEBSITE –

ATTACHMENT B
JOB CLASSIFICATIONS

Description	Job Class	Min Grade
AG COMMISSIONER/SEALER	2049	D45B
ASSISTANT HEALTH & HUMAN SERVICES AGENCY DIRECTOR	145	D46A
CHIEF PROBATION OFFICER	6011	D46A
COUNTY LIBRARIAN/DIRECTOR	8011	D45A
DIRECTOR CHILD SUPPORT SERVICES	133	D45C
DIRECTOR MUSEUM	8008	D40A
DIRECTOR PLANNING & BUILDING	2036	D46B
DIRECTOR TRANSPORTATION	2028	D49B
GENERAL SERVICES AGENCY DIRECTOR	138	D46B
HEALTH & HUMAN SERVICE AGENCY DIRECTOR	144	D50A
PUBLIC DEFENDER	7068	D49C