

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MENDOCINO



AND  
MENDOCINO COUNTY ASSOCIATION  
OF CONFIDENTIAL EMPLOYEES

September 1, 2017 – June 30, 2019

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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 September 1, 2017-June 30, 2019. 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**

The salaries or rates of compensation prescribed are fixed on the basis of full-time service in full-time positions, unless otherwise designated.

Effective the first full pay period in July 2017 a 3% salary increase and effective in the first full pay period following ratification and approval, a one-time supplemental payment of \$2,000 to all permanent full-time and permanent part-time bargaining unit employees. Effective the first full pay period in July 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.

### 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 a one percent (1%) wage

increase

After completion of fifteen (15) years of continuous County employment a one percent (1%) wage increase

After completion of twenty (20) years of continuous County employment a one percent (1%) wage increase

## **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. 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.

C. The County and Association agree to discuss or where appropriate under Myers-Milias-Brown, 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 a 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 Thirty-Two Dollars and Fifty Cents (\$32.50) 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 Eighteen Dollars (\$18.00) per pay period. Use of bilingual skills shall include time spent translating, answering phone calls, doing

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

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

## **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.

#### **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 actuarial recommendation.
- 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 C – Health Plan Premium Schedule with amended Health 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. The County will pay approximately 75% of both the employee and dependent coverage, and collectively employees in the bargaining unit represented by the Association, will pay approximately 25% of the costs associated with providing health benefits insurance including medical, vision, and dental to the members of the Association as a whole.
- D. 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.

- E. 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.)

**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 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 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 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.

**8.1.5 Maintenance and Improvement of Benefits**

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

**8.1.6 Opt Out**

Employees may opt out of the County health insurance by providing proof of another insurance and completion of the "opt out" form.

**8.1.7 Health Coverage Provisions**

All other provisions regarding health coverage remain the same.

**8.2 General Retirement Benefits**

Employees in classifications represented by the Association shall be covered by the retirement.

**8.2.1 Retirement Benefit**

The County will provide retirement information to each new employee upon initial employment.

**A. Retirement Benefit**

Effective October 2003, the County implemented the formula in Government Code Section 31676.12 (2% at 57 retirement formula) for all non-safety classifications represented by the Mendocino County Association of Confidential Employees 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 Government Code section 31676.12. 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 includes the 2% at 62 formula.

**B. Service Buy-back**

Employees may buy-back past service with Mendocino County at their own cost, which includes both the employee and the employer’s contribution.

- 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**

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 PEPRA. 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 Buy-Back**

A. Employees may buy-back past service with Mendocino County at their own cost, which includes both the employee and the employer’s contribution. The costs, rates, procedures and time limits to exercise this buy-back option shall be arranged by the Retirement Board and the actuarial firm retained by the Retirement Board, and administered by the Retirement Deputy.

B. Retirement contributions made by or bought back by the employee shall be credited and accrued 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**

- A. Beginning the first day of the first full pay period of the fiscal year, Eight Hundred Dollars (\$800) per represented employee will be annually placed into an Education, Training, and Health Flexible Benefit Program Fund.
- B. Monies not used within the fiscal year allocated will roll over to next fiscal year, for a maximum of Sixteen Hundred Dollars (\$1,600).
- C. The Eight Hundred Dollars (\$800) allocated each fiscal year can be used only as follows:
  - 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 or related to the professional, personal or day-to-day responsibilities or professional competence of the employee),
  - 6. Training or educational books or materials,
  - 7. Computer training and and professional materials, including smartphones, IPads, or laptops at the option of the employee. Services such as connection services, phone services, etc. do not qualify for this reimbursement. The County shall not be responsible for maintaining any items purchased under this section.
  - 8. Other related educational or professional purposes that would enhance the competence or performance of the employee, or contribute to the County.
- D. Up to Four Hundred Dollars (\$400) of the Eight Hundred Dollars (\$800), 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 employee, not otherwise authorized or allowed in item 3.
  - 3. Additional accidental death and dismemberment insurance.
  - 4. Additional disability insurance.
  - 5. Additional life insurance to the extent allowed by statutes or regulations.
  - 6. Health Club membership, an annual extended physical examination, or the cost of fitness, health and/or wellness programs and related equipment.
- E. The goals of this Program are the increased professional and personal competence, education, training, skills, health, benefit and well-being of employees. Programs, courses, education, training, and services or materials that contribute to or advance these goals are appropriate expenditures. These monies are not to be taken from the particular departmental funds.

## 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'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 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

**10.2      Vacation Buy-Out**

- A. Employees may buy-out up to 40 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.

**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, all accrued sick leave applied toward calculating total County service for the purpose of retirement.

**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 – 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 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 an Association representative at any of the meetings.

#### **ARTICLE 14 – 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 15 – TERM OF AGREEMENT**

This Memorandum shall be effective on September 1, 2017, and shall remain in full force and effect through and including June 30, 2019.

ARTICLE 16 – ENACTMENT

This Memorandum executed this       day of

, by the Board of Supervisors.

COUNTY OF MENDOCINO

MENDOCINO COUNTY  
ASSOCIATION OF CONFIDENTIAL  
EMPLOYEES

By: Carmel J. Angelo  
Carmel J. Angelo, Chief Executive  
Officer

By: Maureen Lawrence  
Maureen Lawrence, Chair

By: Donna Williamson  
Donna Williamson, Chief Labor  
Negotiator, Mendocino County

By: Lindy Dunaway  
Lindy Dunaway, Co-Chair

By: Heidi Dunham  
Heidi Dunham, Human Resources  
Director

By: Nora Morgan  
Nora Morgan, Co-Chair

By: John McCowen  
John McCowen, CHAIR  
Board of Supervisors

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

CARMEL J. ANGELO  
Clerk of the Board

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

By: Vicki F. L.  
Deputy

AUG 21 2017

Vicki F. L.  
Deputy  
AUG 21 2017

APPROVED AS TO FORM:  
Katharine L. Elliott,  
County Counsel

By: Katharine L. Elliott

## ATTACHMENT A

### JOB CLASSIFICATIONS

Job Title	Job Class	Grade
ACCOUNT SPECIALIST III - CONF	0151	C28B
ACCOUNTANT-CONF	0046	C34B
ADMINISTRATIVE ASSISTANT-CONF	0064	C30A
BENEFITS SPECIALIST - CONF	0085	C29C
DEPUTY CLERK BOARD-CONF	0070	C32A
EXECUTIVE COORDINATOR	0013	C34A
HR TECHNICIAN	0048	C30B
LEGAL ADMINISTRATIVE ASST-CONF	0178	C32B
LEGAL ASSISTANT-CONF	0077	C30B
LEGAL SECRETARY I - CONF	0075	C24B
LEGAL SECRETARY II - CONF	0073	C28B
LEGAL SERVICES SUPERVISOR-CONF	0078	C34B
OFFICE SERVICES SUPERVISOR-CON	0066	C32A
PROGRAM SPECIALIST I - CONF	0180	C31C
PROGRAM SPECIALIST II - CONF	0181	C33C
REGISTERED NURSE - CONF	4104	C33D
RETIREMENT FIN/INVEST OFFICER	0190	C39D
RETIREMENT SPECIALIST I - CONF	0018	C26C
RETIREMENT SPECIALIST II -CONF	0051	C29C
SR DEPUTY CLERK BOS - CONF	0149	C34A
SR PROGRAM SPECIALIST-CONF	0174	C35C
SR RETIREMENT SPECIALIST-CONF	0183	C31C
STAFF ASSISTANT I - CONF	0056	C22A
STAFF ASSISTANT II - CONF	0058	C24A
STAFF ASSISTANT III - CONF	0061	C26A

## **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 or Merit Systems prepares official notices of impending voluntary layoff.
6. Department Head issues notices.
7. HR or Merit Systems 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. Merit Systems shall maintain restoration lists in accordance with Local Agency Personnel Standards (LAPS).

## 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, or Local Agency Personnel Standards (LAPS) for Merit Systems employees, (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](http://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 HR WEBSITE –