

# **MEMORANDUM OF UNDERSTANDING**

**between**

**THE COUNTY OF MENDOCINO**



**And**

**TEAMSTERS LOCAL 856  
(PROBATION UNIT)**

**October 1, 2017- September 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 Teamsters Local 856 for the Probation Unit.

The County and the Teamsters Union Local 856 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 Teamsters membership and approved by the Mendocino County of Board of Supervisors.

## **ARTICLE 1. RECOGNITION AND TERM OF MEMORANDUM**

### **1. Recognition**

The County of Mendocino acknowledges the Teamsters Local 856 as the sole recognized employee organization for matters within the scope of representation as defined in the County's Employer-Employee Relations Policy (EERP), for employees in all classifications listed in Appendix A, as may be amended as the County deems appropriate during the term of the Memorandum.

### **2. Term**

This memorandum shall be in effect only for the period from October 1, 2017 through September 30, 2019. This MOU shall supersede any previous language covering this Bargaining Unit. However, all other previous and specifically stated terms and conditions of employment shall remain in full force and effect.

## **ARTICLE 2. DEFINITIONS**

### **1. Definitions**

#### **Allocation of Position**

The official authorization for a specific position to be utilized by a specific department.

#### **Appointing Authority**

The board, commission, group of persons, officer, or person having the power by lawfully delegated authority to make appointment to or removal from positions in the County service.

#### **Teamsters**

Teamsters Local 856.

#### **Base Hourly Rate**

The base hourly rate shall be the hourly rate corresponding to the salary step in the salary range to which an employee is assigned.

#### **Break in Service**

A break in employment with the County, such as a termination or resignation. A break in service does not occur because an employee is in unpaid status.

#### **Calendar Year**

Beginning of pay period one (1) through and including pay period twenty six (26).

#### Call Back

When, after scheduled hours of work have ended, and without prearrangement, an employee responds to a call to perform extra work.

#### Catastrophic Leave

A paid leave of absence due to verifiable, long-term illness or injury as, that disables the employee, the employee's spouse, parent, or child.

#### Job Class

"Class" or Job Class" means a defined job description outlining required duties and responsibilities of County service sufficiently similar to other job descriptions to share the same title requirements as to education, experience, knowledge, and ability and level of compensation.

#### Compensatory Time

Time off with pay to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

#### County

The County of Mendocino, any of its organizational units or boards and commissions, as administratively determined by the County; may include appointing authority, Board of Supervisors, Chief Administrative Officer or a supervisor.

#### Department

A branch of County government with one or more employees under the charge of a specific individual who is designated as a department head.

#### Discipline

Oral or written reprimands, suspension without pay, involuntary demotion or discharge.

#### Emergency

An urgent situation that requires the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County.

#### Employee

Any person employed by the County and a member of the bargaining unit represented by the Teamsters.

#### Employee -Exempt

An employee who, for the purposes of this Memorandum, has been designated by the County not to be covered by the provisions of the Fair Labor Standards Act.

#### Employee - Extra Help

- Extra-help is a generic term for a non-allocated position used to fill unanticipated, temporary, infrequent or occasional employee needs of a department or the County.
- Extra-help positions are at-will. Employees in extra help assignments do not gain seniority or other property rights and are not eligible for other benefits normally associated with a County Civil Service classification.
- Extra-help should not normally be used when the staffing need for a position is regular, scheduled, or routinely anticipated, or is a, frequent, predictable, or constant factor that could be calculated

into a department's annual budget request, and could be appropriately assigned to a fully trained permanent or regular employee.

Employee - Permanent Full-Time

An allocated position in which the incumbent is regularly scheduled for eighty (80) hours of work per pay period.

Employee - Permanent Part-Time

An allocated position in which the incumbent is regularly scheduled for less than eighty (80) hours per pay period.

Employee - Temporary

A position that is limited in time and scope, usually for a particular project, and frequently of short duration, not to exceed six months, or is used for an extended period of time to assist on or complete a particular project or assignment that has a clear end or completion date.

First Full Pay Period

First full pay period (FFPP) after a date is the pay period that begins after, and does not include, that date.

Fiscal Year

Calendar period July 1 through June 30.

Flex-Time Work Schedule

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week; but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of their own work schedule in accordance with written arrangements agreed to by the employee and the appointing authority.

Hours Worked

Includes all time spent by the employee while the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County.

Layoff

A reduction in force of County employee(s). The County and the Teamsters shall meet and confer on the impact of a layoff.

Merit Increase

An increase from one pay step to another based on the employee serving the requisite time in service and achieving a satisfactory performance evaluation.

Non-Exempt Employee

An employee designated by the County to be covered by the provisions of the Fair Labor Standards Act, or an otherwise exempt employee treated as if covered for the administrative convenience of the County.

On-Call/Standby

The assignment of employees who are required to be available (e.g. by phone or pager) during non-working hours.

Overtime

Statutory: As defined by law, and applicable to non-exempt employees only, statutory overtime is all hours worked in excess of forty (40) hours in a regular seven (7) day work week, except as provided in Section 7 herein.

Non-Statutory: Overtime defined by contract or other agreement.

Pay Date

Employees shall be paid for each hour of pay status, and other compensation, six (6) calendar days after the end of the pay period. If a holiday falls on said day, payment shall be made on the preceding regular County business day.

Pay Period

Fourteen (14) consecutive days starting on Sunday at 0001 hours and ending the second Saturday thereafter at 2400 hours.

Pay Range

The salary range assigned to a specific classification.

Pay Status

Whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

Permanent Position

A position allocated by the Board of Supervisors.

Personal Leave Hours

A negotiated benefit consisting of thirty (30) hours of leave with pay per calendar year that must be used in accordance with this Memorandum.

Personnel File

The official employee personnel record maintained by the County. Guidelines related to the personnel file and circulated by the Human Resources Department are to foster good communications but shall not be considered a part of this Memorandum.

Position

A group of current duties and responsibilities assigned or delegated by competent authority, requiring the full or part-time services of one person.

Probationary Employee

An employee who is serving a trial service period as provided for in this MOU.

Probationary Period

A period which is used for the orientation and evaluation of a newly appointed or reassigned employee.

Promotion

The reassignment of an employee from a position in one class to a position in another class which is allocated to a higher salary on the salary range.

Reassignment

The assignment of an employee to a new position or location within the same classification and department.

Reprimand

A written or oral warning further notifying an employee that failure to correct a specific deficiency, or deficiencies, may result in further disciplinary action, including but not limited to; suspension without pay, demotion in classification, reduction in base salary, or termination from County employment.

Salary Range

The salary level for any given classification. The salary range shall consist of salary steps, each five percent (5%) apart.

Separation

The termination of employment of an individual.

Skelly Hearing

A pre-disciplinary hearing in which the employee has the right to respond either orally or in writing to the authority imposing the discipline.

Steward

An individual employee designated by the Teamsters to represent the Teamsters, or employees in the workplace.

Transfer

A transfer is either (1) the lateral movement of an employee to an assignment in the same classification in a different department, or (2) the lateral movement of an employee from a position in one class to a position in another class in the same salary range.

Voluntary Time Off

A voluntary pledge by an employee to reduce work hours.

Work Day

A twenty-four (24) hour period containing a specified number of hours of work (normally 8, 9, 10, or 12 consecutive hours of work) and normally interrupted by a meal break.

Work Period

The determination by the County of the fixed regularly recurring period of 168 consecutive hours.

Work Schedule

The determination by the County of an employee's specific work days, work weeks, work periods and work shifts, established on a regular, ongoing basis.

Work Shift

The hours which an employee is scheduled to work within a regular or split workday.

Work Week

All County employment is based on an employee being in pay status for forty (40) hours per week, or such other number of hours as the Board of Supervisors may designate by resolution. The usual County work week for all employees shall be computed from 0001 hours Sunday through 2400 hours



the following Saturday (i.e., midnight Saturday through midnight Saturday) for pay purposes; provided however, that the work week for any employee may be changed to a different work week by resolution of the Board of Supervisors after the meet and confer obligation has been satisfied.

### **ARTICLE 3. EMPLOYEE RIGHTS AND RESPONSIBILITIES**

1. Definition of Employee Rights

Employees represented by the Teamsters shall have the following rights pursuant to Government Code §3500 et seq.:

- A. To form, join, and participate in activities of labor organizations of their choosing;
- B. To be represented by the Teamsters in all matters within the scope of representation;
- C. To refuse to join or participate in the activities of employee organizations. They shall have the right to represent themselves individually in their employment relations with the County;
- D. To represent themselves individually in their employment relations with the County without the intervention of an authorized employee organization if such representation is not inconsistent with the terms of a current Memorandum. Individual employees are not authorized to change the provisions of the Memorandum; and
- E. To be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the County, other employees or employee organizations, with respect to the employee's membership or non-membership in any employee organization, or with respect to any lawful activity associated therewith which is within the scope of representation.

2. Mandatory Training

Employees who participate in County-mandated supplemental education programs shall either be assigned to such programs during their regular working hours, or be compensated for such training and travel time in accordance with FLSA procedures.

3. Orientation and Training

Upon the request of an employee, at the time the employee is originally appointed or promoted, the County shall make a good faith effort to provide intensified orientation on specific job functions.

4. Personnel Files

A. Inspection of Personnel Files

The County and the Teamsters agree that the official personnel records are not subject to public inspection, except in accordance with law. Except as restricted by law or provided below, employees shall have the right to inspect and review their official personnel records (relating to their performance as an employee, which is kept or maintained by the County). Information records and materials kept separately by the employee's supervisor are not part of the official personnel file and have no official standing by themselves in disciplinary actions. Supervisory notes and informal correspondence are not to be entered into the employee's official personnel file until they have been seen and signed by the employee or witnessed that the employee has been given a copy for review.

The County shall provide an opportunity for the employee to respond in writing to any information placed in their official personnel record about which the employee disagrees. The response shall become a permanent part of the employee's official personnel record. The response shall fully describe the circumstances surrounding the issues(s) with which the employee disagrees, and it shall include a statement of facts, supportive documentation, and/or witnesses. An employee wishing to respond shall be responsible for providing the written response within thirty (30) calendar days, to be included as part of the employee's permanent personnel record.

The contents of employee personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

Pre-employment physical records are not considered as part of an employee's personnel file.

B. Records That Cannot Be Reviewed

Notwithstanding any other provisions of this Article, the County and the Teamsters agree that an employee is not entitled to inspect, review, or copy such documents as reference letters, background investigations, and records pertaining to investigation of a possible criminal offense, or other legally privileged records.

C. Consent for Teamsters Representatives to Review Records

Should an employee wish to have a Teamsters representative review the employee's own personal records, the employee will provide the Teamsters representative with a signed, dated letter indicating the employee's consent to have the employee's records reviewed. The Teamsters representative shall present said consent letter to the employee's appointing authority, or designated representative, prior to reviewing the employee's records. Authorization shall be valid for sixty (60) calendar days from the date of signature.

The official personnel records of all employees shall be kept by the County Human Resources Department.

D. Right to Review Adverse Comments

No employee shall have any comment adverse to the employee's interest entered in the employee's official personnel records file which may be used for disciplinary action, without the employee having first read and signed or initialed the document containing the adverse comment; except that such entry may be made if, after reading the document, the employee refuses to sign or initial it. Should an employee refuse to sign or initial the document, that fact shall be noted on the document and signed or initialed by the supervisor. In the event an employee is not available due to resignation, termination, or leave of absence longer than thirty (30) days to read and sign or initial the document, a copy of the document with a notation stating "cc: Personnel file" will be mailed to the employee's last known address.

E. Right to Seal Letter of Reprimand

An employee may request in writing that a letter of reprimand be sealed within the employee's personnel file if two (2) years have elapsed from the date of reprimand and there has been no recurrence of the issue contained in the reprimand.

The Human Resources Director shall review the request and within fourteen (14) calendar days render a decision on the request.

F. Copies of Personnel Files

All personnel records are, and remain, the property of the County. At the employee's request, the employee shall be provided one copy of any document placed in the employee's file, except for employment applications. An employee must specify the documents which are requested for copying and shall pay the standard County copying fee.

5. Performance Evaluation

A. Evaluation Process

The County reserves the right to determine the method, the means, and the timing or necessity for employee performance evaluations, subject only to the following provisions:

- An employee shall be formally evaluated at least annually by the employee's immediate supervisor. Evaluation factors shall be job-related. Performance deficiencies, if any, and necessary corrective actions will be documented in formal evaluations. Evaluations shall include space for employee comments. An employee's signature on a performance evaluation indicates receipt of the evaluation only and is not to be construed as an agreement of the evaluation, or comments made by the evaluator.
- An employee serving a probationary period shall be evaluated after the completion of three (3) months, after the completion of six (6) months and after the completion of eleven (11) months of their probationary period.
- An appointing authority may require the evaluation of an employee at such other times as he/she feels appropriate.
- The appointing authority, or designee, shall arrange for explanation and discussion of the evaluation with the employee. The employee may make written comments regarding the evaluation which shall be attached to the evaluation, which shall be placed in the employee's personnel file.
- Should the employee choose to submit a written response to the evaluation, the appointing authority shall reply to the employee's concern in writing and may modify the evaluation.

B. Right to Representation

When disciplinary action is indicated during the performance evaluation, the employee has the right to representation.

6. Equal Employment Opportunity Policy

The County of Mendocino has adopted an Equal Employment Opportunity Policy which shall govern any and all actions arising from employment discrimination matters. An employee may elect to utilize this policy or the grievance procedure to address a complaint of discrimination.

7. Americans With Disabilities Act (ADA)

Mendocino County shall comply with the applicable provisions of the Americans with Disabilities Act (ADA).

A. ADA Accommodation Provisions

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Memorandum may be waived in order for the County to avoid discrimination.

The Teamsters recognizes that the County has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Teamsters will be notified of these proposed accommodations prior to implementation by the County.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

A waiver may be granted for any provision of this Memorandum in order to undertake required accommodations for an individual protected by the Act. The County will provide the Teamsters with notice of its intent to waive the provision and will discuss Teamsters proposed options in a non-meet and confer forum.

8. No Discrimination Based on Teamsters Activity

Provisions of this Memorandum shall be equally applied to all employees in the bargaining unit without discrimination based on Teamsters activity.

9. Reassignment / Relocation

Assignment of job duties is a management right. It is the sole discretion of a department head to assign employees to job duties within the scope of their classifications or as emergency conditions require, in a manner to effectively carry out the functions of the department and service to the public.

The County and the Teamsters recognize that reassignments may occur in the fulfillment of these functions.

However, in the furtherance of fairness to employees, creating better service to the public, and better communications and morale, the County agrees that in the absence of agreement by the employee, the County will provide the following information to an affected employee, prior to initiating a reassignment that requires the relocation of an employee to a facility more than twenty five (25) miles from their current job site:

- Provide ten (10) days written notice; and
- Provide a brief statement of the reasoning behind the decision, including readily identifiable County or departmental interests, missions, goals or organizational needs met by the relocation.

A. Transfers

- 1) A transfer may be initiated by either the employee's application, or the request and agreement of the departments involved.
- 2) The Human Resources Director must authorize movement to a different classification.
- 3) An employee transferring from one classification to a different classification in the same grade assignment must meet the positional qualifications and be able to effectively carry out the duties of the different classification or position (including

any particular skills or duties - such as bilingual ability or evening work -assigned to the particular position).

10. Meet and Confer Release Time

Release time for the purpose of meet and confer shall be provided for four (4) employee members of the Teamster's bargaining team.

Release time for meet and confer shall be limited to the normal work shift hours of employee negotiators. Time spent in the meet and confer process outside the employee negotiator's normal work shift hours shall not be compensated.

11. Access to County Policies and County Code

Employees will have access to the following set of documents at every County work site where five (5) or more members of this bargaining unit are assigned: If the employees at the worksite do not have internet access, the County will provide hard copies. The County will notify employees of which option will be implemented.

- EERP ([Employer-Employee Relations Policy);
- Civil Service Rules;
- County of Mendocino Policy Manual;
- Title 3 of the County Code (dealing with personnel and employee matters) Safety Manual;
- County of Mendocino Emergency / Disaster Evacuation Plan Policy and Procedures;
- Current copy of the Bargaining Unit Memorandum of Understanding;
- Discrimination/Harassment Complaint form; and
- Leave Request forms, and ADA Accommodation Request forms.

#### **ARTICLE 4. TEAMSTERS RIGHTS AND RESPONSIBILITIES**

1. Recognized Right to Represent

The Teamsters and its authorized representatives have the recognized right and responsibility to represent all members of the bargaining unit on all matters within the scope of representation. An employee has the right to represent himself/ or herself in accordance with Government Code § 3500 et. seq. in matters affecting the employment.

2. Right to Reasonable Notice

The Teamsters and its authorized representatives have the right to be given reasonable written notice of any new or proposed amendment to any ordinance, rule, resolution, or regulation which is directly related to matters within the scope of representation.

3. Employee Contact

Subject to prior approval of the appointing authority or designee, Teamsters authorized representatives and Teamsters stewards are permitted to meet with a represented employee during the employee's work hours on matters within the scope of representation. With the prior approval of the appointing authority or designee, investigation of grievances or pre-disciplinary investigations may be conducted on an employee's work time. Such meetings shall be held in non-public work areas, except that a Teamsters staff member or steward may observe work taking place in public work areas. Requests to meet for the above purposes shall not be consistently or unreasonably denied.

4. Meetings for Other Purposes

Unless otherwise agreed to by the appointing authority or designee, meetings with employees for purposes other than those specified shall be conducted on the employees' own time (rest breaks, meal periods, before or after work).

5. Meeting Space

Upon request of the Teamsters, the County may provide meeting space outside working hours, provided such space is available and the Teamsters comply with all departmental rules and policies of the Board of Supervisors. Request for use of facilities shall be made in advance to the appointing authority or designee and will indicate the date and time of the meeting and facilities needed. The appointing authority shall notify the Teamsters at the time of the request of any charges that are appropriate to offset the costs of such use.

6. Communications

The County's interdepartmental messenger service and where available its e-mail system may be used for individual Teamsters-oriented communication between employees who are represented by the Teamsters and between the authorized representatives of the Teamsters and such employees. These systems are under the sole control of the County and all communications may be monitored to ascertain authorized use. Improper use of these systems may result in discipline, up to and including discharge.

The Teamsters understand that the continuance or discontinuance of the interdepartmental messenger service and its e-mail system is a matter within the sole discretion of the County, and that not all work locations or employees have e-mail or Internet access. This section does not create a duty to provide e-mail or Internet access to any employee.

The Teamsters agree to indemnify, defend, and hold harmless the County and its officers, agents, and employees from any claim liability or damage arising out of this provision.

7. Bulletin Boards

The County will furnish adequate bulletin board space for the exclusive use of the Teamsters. Bulletin boards shall be located in mutually acceptable areas and shall, when possible, be out of plain view of the public. The County shall install new bulletin boards in areas where the Teamsters and the County agree that they are required, with the Teamsters supplying the bulletin boards or reimbursing the County for the cost of the board(s). All materials to be posted on said boards shall be in good taste, strictly impersonal in nature, and limited to the legitimate and lawful business of the Teamsters. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Teamsters.

A. Bulletin Board Content

Nothing shall be placed on bulletin boards which does not meet the above-mentioned criteria. In the event that management believes that posted material violates the above criteria, the Human Resources Director shall review the posted material on the bulletin board and meet with the Teamsters representative regarding the disposition of the disputed material. If the Human Resources Director concludes that the material shall be removed and the Teamsters are not satisfied with the decision of the Human Resources Director, the matter shall then be referred to the Chief Executive Officer (or designee).

8. Notice of New Employees

The County shall provide the Teamsters with the names and departments of new employees on a monthly basis.

The information provided the Teamsters shall be kept confidential.

9. New Employee Information and Orientation

Each new employee in a represented classification shall be given a written statement notifying them that the Teamsters are the recognized employee organization for their classification. This statement shall include a space for the new employee's name, signature, and authorization to release their mailing address to the Teamsters. The content and the form of this written statement shall be by mutual agreement between the County and the Teamsters. Each new employee shall receive a copy of the Teamster's standard introductory packet, copies of which shall be provided by the Teamsters. This shall include all promotions and status changes from extra help employee to permanent employee.

10. Employee Lists

The County will provide the Teamsters with a monthly data run of all represented employees showing each employee's name, department and section code, job classification, and employee status. The Human Resources Director and the Teamsters president or designee, may agree to reasonable modifications to the employee information to meet, if possible, the representational needs of the Teamsters. The Teamsters recognize the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum; nor to allow others to use the information for commercial gain; nor in a manner that would violate those rights. With respect to this contractual commitment, the Teamsters agree to indemnify, defend, and hold harmless the County, its officers, employees and agents from any claim, liability or damage arising from the Teamsters breach of its duty under this Memorandum.

11. Contact by the Teamsters

A Teamsters steward or business agent shall be entitled to contact all newly-hired employees for the purpose of providing the new employee with information about the Teamsters. These activities shall be conducted on the Teamsters steward's and the newly-hired employee's own time and shall not interfere with the conducting of County business.

12. Teamsters Stewards

The Teamsters may designate stewards among employees in the bargaining unit. Teamsters stewards have the right and obligation to represent and assist individual employees as provided for in this Memorandum. The Teamsters will provide the County's Human Resources Director with a current and updated list of Teamsters stewards. The County's Human Resources Director will notify department heads that have designated stewards in their departments.

Duties required by the Teamsters of its stewards, with the exception of attendance at formal meetings with the County, supervisory personnel, and/or aggrieved employees arising out of a pre-disciplinary investigation, or any meeting under the grievance procedure, shall not interfere with the Teamsters stewards' or other employees' regular work assignments. No steward may leave duty or work for purposes of Teamsters representation without the specific approval of the steward's supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied. The Teamster's request for release time shall not be made capriciously or arbitrarily and time demands for work on Teamster's activities, or on any one employee, shall be within reasonable limits.

All time for the above recognized steward activity shall be paid release time.

The Teamsters and the County agree that employee performance evaluation meetings, or other meetings that do not include a discussion of discipline, will not create a right for steward representation or assistance at the meeting.

While the Teamsters are free to choose its stewards from employees, the parties agree that the number of stewards from any one department, division, or work area will not hinder effective working relationships or productivity and delivery of County services. Neither the County nor the Teamsters shall interfere with, intimidate, coerce, or discriminate against employees or Teamsters stewards for performing their representational duties.

13. Dues Check Off Deductions

The County agrees to deduct all Teamster's dues, member benefit program costs, insurance premiums, and assessments from the pay of those employees who have authorized that such deductions be made. The amounts deducted shall be remitted promptly to the Teamsters, or its designees, with an alphabetical list of the employees from whom deducted. The Teamsters agree to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claim, liability, or damage arising from this provision.

## **ARTICLE 5. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### Definition of Management Rights

Subject to applicable laws, it is the exclusive right of the County to determine the purpose or mission of each of its constituent departments, boards, and commissions; set standards of service to be offered to the public; and exercise control and discretion over its organization and operations. It is also the right of the County to direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; determine whether goods or services shall be made, purchased, or contracted for; and determine the methods, means, and personnel by which the County's operations are to be conducted. The County has the right to take all necessary actions to maintain uninterrupted service to the community, provided that the exercise of these rights does not preclude employees or their representatives from meeting and conferring with the County on the impact of County actions on matters within the scope of representation pursuant to Government Code § 3500 et. seq. and applicable law.

## **ARTICLE 6. NO DISCRIMINATION**

Provisions of this Memorandum shall be equally applied to all employees in the bargaining unit without unlawful discrimination as to actual or perceived ancestry, age, color, disability (physical and mental, including HIV and AIDS), gender, gender identity, gender expression, genetic information, marital status, medical condition, military or veteran status, religion, pregnancy, race, sex, sexual orientation national origin, political affiliation, whistleblower activity, or any other consideration made unlawful by federal, state, or local law. The parties agree that the prohibition against sexual discrimination includes sexual harassment. The County and the Teamsters shall equally share the responsibility of the application of this provision, or any other considerations made unlawful by federal, state, or local law.

## **ARTICLE 7. HOURS AND OVERTIME**

### 1. Application



This Article outlines standards for hours of work, work schedules, and basis for calculating overtime payments

2. Work Schedules

The County reserves the right to establish and modify work schedules after meeting and conferring with the Teamsters.

- a. The normal workday will be eight (8) hours. Probation Officers may work a 9/80 schedule or four (4) 10 hour days or other alternate work schedule with supervisor approval. Employees working such a 9/80 schedule are on a 14 calendar day work period with overtime based on the Fair Labor Standards Act 7(k) 14 day work period. No additional overtime to be incurred; supervisor can return employee to 8 hour schedule if necessary with five (5) calendar days notice. Juvenile Hall employees collectively, are eligible for an alternate work schedule upon approval of the Chief Probation Officer.
- b. PACE employee has the option of working a straight eight hour day with a bag lunch provided by Juvenile Hall or taking a 30 minute duty free unpaid lunch break and relief will be provided. The schedule must be agreed upon in advance and any changes will require at least seven calendar days notice to the appropriate supervisor.
- c. Working lunches. Probation Officers who are required to work through their lunch time may be allowed to flex their schedule to make up for the lost lunch period within the same day or during the applicable work period.

3. Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule. An employee and the employee's appointing authority must agree to the flex-time assignment. Employees assigned to a flex-time schedule will be eligible for compensation for overtime when required by law or when the employee's pay status hours exceed forty (40) in the employee's regular seven (7) day work period. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

4. Changes of Schedule

Except when operational emergencies arise, notice of a change in an employee's work schedule – other than for changes caused by a transfer, re-assignment or promotion- will be given to an affected employee not less than five (5) calendar days prior to the effective date of the schedule change. An employee may agree to waive the full notice requirement.

Unless the change in schedule has been requested or waived by the employee, failure to give the five (5) calendar days notice to a full-time employee shall entitle the affected employee to compensation equaling one-and-one-half (1½) times the employee's base hourly rate for all hours actually worked on the new schedule which are exclusive of the old schedule until five (5) calendar days notice has been achieved. However, for each such hour worked that constitutes statutory overtime, compensation shall be based on the regular rate of pay so that one-and-one half (1½) time is not compounded upon one-and-one-half (1½) time.

5. Overtime

It is the policy of Mendocino County to avoid the necessity for overtime whenever possible. Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. When overtime work is necessary to provide County service, such overtime shall be compensated as provided below.

No employee shall work overtime unless authorized by the employee's designated supervisor.

After the twelfth (12<sup>th</sup>) consecutive hour, no employee shall be required to work mandatory overtime.

A. Statutory Overtime

Statutory overtime for the non-exempt employee is defined as all hours worked in excess of forty (40) hours in a regular seven (7) day work period.

B. Non-Statutory Overtime for the Non-Exempt Employee

Non-statutory overtime for non-exempt employees is defined as hours in pay status in excess of forty (40) hours in a seven (7) day work period or hours in pay status in excess of the normal full-time daily work schedule established by the appointing authority. Overtime is also defined as hours actually worked on the seventh consecutive full (8, 9, or 10) hour day and any consecutive full (8, 9, or 10) hour days worked thereafter; however, individual employees may waive such overtime with the consent of the Teamsters.

C. Probation Officer overtime 9/80 work schedule /14 day work period.

Probation Officers on a 9/80 work schedule/14 day work period shall be paid overtime for hours in pay status in excess of 80 in each 14 day work period.

6. Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth above may apply with respect to a particular unit of time.

7. Assignment of Overtime

Employees who wish to work discretionary overtime may notify the supervisor in writing of their availability.

In non-emergency situations, the department head or designee will assign overtime to employees on the availability list, on a rotating basis, with as much advance notice as is reasonably possible.

Except in emergency operations, no bargaining unit employee shall be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period.

In assigning overtime, the department may consider such factors as – but not limited to – location of work assignment, the type of work activity, level of supervision needed by the employee, the skills needed to perform the work, and the availability of the employee.

The “availability list” will include all employees who request to be on said list, who meet the minimum job requirements, and who are routinely assigned to duties similar to those required in the overtime assignment.

When an overtime assignment is accepted, the County shall indicate the method of payment (i.e., cash or compensatory time off).

8. Overtime Compensation for Non-Exempt

All overtime shall be earned at the rate of one-and-one-half (1½) hours for each one overtime hour worked. Overtime compensation for non-exempt employees will be payable with compensation for the pay period in which the regular work week ends; or later as permissible by law.

Non-exempt employees shall be compensated for overtime earned either in cash or as compensatory time off.

9. Compensatory Time Off (CTO)

A. Approval for Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's appointing authority. The appointing authority shall attempt to schedule such time off at the time agreeable to the employee.

B. CTO Cash Pay Out

When eighty (80) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked.

Unused CTO shall be paid out in pay period 13. Notification of pay out date shall be provided to all employees upon hire.

10. Rest Period

Each department head shall grant rest breaks to employees, except where unusual operational demands prevent a rest break. Rest breaks will not be unreasonably or consistently denied. The rest period shall not exceed fifteen (15) minutes in any four (4) consecutive hours of work and shall be considered as time worked.

11. Duty-Free Meal Period

Employees shall be granted a duty-free meal period during each work shift which exceeds six (6) consecutive hours. The duration of the meal period may be not less than thirty (30) minutes nor greater than sixty (60) minutes and will be scheduled as near to the middle of the work shift as reasonably possible. Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked.

12. Call Back

An employee who is not assigned to on-call status and is called back to work shall receive compensation for a minimum of three (3) hours worked.

13. After Hours Probation Calls.

Probation Officers who receive calls during non-work hours from a law enforcement agency will receive overtime in fifteen (15) minute increments to be credited as flextime to be taken during the applicable work period, or at the Chief Probation Officers discretion CTO, to be documented on the departmental leave request form and timesheet.

**ARTICLE 8. SALARY AND SALARY UPON STATUS CHANGE**

1. Wages

Effective the first full pay period in October 2017, 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 by the County in a bargaining unit position when these increases are paid.

Effective the first full pay period in October 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 by the County in a bargaining unit position when these increases are paid.

2. Survey Market

During the term of the Agreement, the parties agree that the following agencies will be used as the comparison market for the purpose of salary surveys:

1. City of Ukiah
2. City of Santa Rosa
3. El Dorado County
4. Humboldt County
5. Lake County
6. Nevada County
7. Sonoma County
8. Sutter County
9. Yolo County
10. Napa County

3. Unit Classification Review

Effective upon Teamsters ratification and Board adoption, Attachment A (listing of classifications represented by the Teamsters) shall be revised and annually reviewed and amended to incorporate any changes in the regular Civil Service classifications assigned to or represented by the Teamsters.

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.

3. Merit Increase

Upon progress and productivity, employees may be considered for increase from one step in the salary range to the next step in the salary range according to the following plan:

- The numbers 1, 2, 3, 4, and 5, respectively, denote the various steps in the pay range. Each step represents a five percent (5%) increase in salary above the previous step.
- “1” shall be paid upon initial employment except when a higher step in a salary range is authorized under Article 7.5 of this Memorandum.
- Step “2” shall be authorized upon receiving an overall rating equivalent to satisfactory, or above, after completion of twenty six (26) pay periods of employment at Step “1”.
- Step “3” shall be authorized upon receiving an overall rating equivalent to satisfactory, or above, after completion of twenty-six (26) pay periods of employment at Step “2”.
- Step “4” shall be authorized upon receiving an overall rating equivalent to satisfactory, or above, after completion of twenty-six (26) pay periods of employment at Step “3”.
- Step “5” shall be authorized upon receiving an overall rating equivalent to satisfactory, or above, after completion of twenty-six (26) pay periods of employment at Step “4”.

A. Merit Increase Not Automatic

Advances in pay shall not be automatic upon completion of the periods of service outlined herein, and all increases shall be made only upon the written approval of the appointing authority. Written approval, plus a current evaluation, must be submitted to the Human Resources Department not later than ten (10) days after the proposed effective date.

B. Missed Merit Increase

If the merit increase does not become effective on the proposed effective date, due to an error or oversight in initiating or processing the approval for an advance in pay for which an employee may be otherwise eligible, the employee may report these facts in writing to the department head with a copy to the Human Resources Department within forty-five (45) days of the first pay period following the effective date. The proposed increase shall be made effective retroactive to the proposed effective date.

C. Denial of Merit Increase

In the event a merit increase is denied, the affected employee shall be re-evaluated within three (3) months of the initial denial of the merit increase.

A department head shall grant a merit increase to an employee who has received an overall rating equivalent to satisfactory, or above.

In accordance with these rules, a department head shall withhold a merit increase for an employee whose work performance has received an overall rating that is less than satisfactory.

- 1) The department head shall notify the affected employee and the Human Resources Director of the decision to deny a merit increase.
  - a. 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.
  - b. Denial of a merit increase must be supported by a performance evaluation and include a corrective action plan.
  - c. In the event a merit increase is denied, the affected employee shall be re-evaluated within three (3) months of the initial denial of the merit increase, and periodically thereafter, if appropriate for the corrective action plan.
- 2) If an employee is denied a merit increase, the employee has a right to meet with the department head and ask for reconsideration of the denial.
  - a. During this meeting the employee has a right to discuss the merit increase denial, his or her evaluation, and the department's corrective plan.
  - b. The employee may have a representative present during this meeting.
  - c. This meeting is not an evidentiary hearing, nor can the decision of the department head to deny a merit increase be appealed or grieved, except for grounds that would otherwise exist under this Memorandum or law.

4. Pay Range Revision

When a pay range for a given class, or for several classes, is revised upward or downward, the incumbents of positions in classes affected shall have their existing pay adjusted to the same letter step in the new pay range.

5. Extraordinary Qualifications Upon Hire

In the event any employee entering into County employment is found to possess extraordinary qualifications for a position through former training or experience, the County Executive Officer may authorize the employment of such employee at not higher than the second step of the appropriate pay range.

It is further provided that under extraordinary circumstances and when the public interest may require, a person possessing extraordinary qualifications may be employed at the third or fourth step of the appropriate salary range on the recommendation of the appointing authority and when authorized by the County Executive Officer.

A. Reporting Requirement

The County must report to the Bargaining Unit, in writing, all employees hired under the extraordinary Qualification Provision above.

6. Salary Step Upon Layoff/Rehire

An employee who has been laid off from County service because a position is abolished or because of a lack of work or lack of funds, and who is reemployed in the same classification within the period provided for restoration or re-employment, shall return at the same salary step (1, 2, 3, 4, and 5) held as of the date of layoff. Upon returning from layoff, the employee shall receive credit for pay periods of service rendered prior to the layoff in accumulating the total number of pay periods of employment required for advancement to the next step in the salary range. An employee who returns from layoff to a classification with a salary range higher or lower than the range for the classification from which laid off shall receive the same rate of pay as the new classification salary range.

7. Salary Step on Promotion or Reclassification

In the case of the promotion or reclassification of any employee to a position in a class with a higher pay range, such employee shall be entitled to receive the first step of the new range or a step in the new range that is equal to one step higher than the salary the employee was receiving prior to promotion or reclassification, whichever is greater.

If the amount equal to a one-step increase in the employee's pay range prior to promotion or reclassification does not appear in the new range, then the employee will receive the step in the new range next above what would normally be a one-step increase in the employee's former range.

If an increase equal to one step should exceed the last step of the new range, the employee shall be promoted to the last step of the new range.

For the purpose of this section, reclassification is defined as the process by which the Civil Service Commission, Merit Systems for Local Government, or other lawful authority places an employee in a classification with a higher pay range based on finding that the employee's performance of work duties while serving in the class previously held are more consistent with the duties assigned to the classification with the higher pay range.

A. New Anniversary Date Established

In all cases of promotion, a new anniversary date shall be established for purposes of eligibility for future merit increases.

8. Salary Step on Demotion

Any employee of the County of Mendocino who is demoted to a class with a lower pay range; the following shall apply:

A. Probationary

An employee who, during the probationary period, is demoted to a class formerly occupied in good standing during the current period of continuous employment shall have their salary

reduced to the salary (including merit increases) they would have received if they had remained in the lower class.

B. Voluntary/Involuntary Demotion

An employee who, after the probationary period, is demoted to a position in a class which is allocated to a lower salary range than the class from which they are demoted shall have their salary reduced to the salary in the range for the new class which is the same or closest to the salary they were receiving before demotion. The anniversary date of such employee after demotion shall remain the same as before demotion.

9. Salary Step Upon Transfer

In the case of the transfer of any employee from one position to another in the same class, or to another class to which the same pay range is applicable, the employee shall remain at the same pay step and retain the original anniversary date.

10. Assignment of New Classification

After consultation with the Teamsters, the Human Resources Director shall assign each newly-established job classification to an appropriate unit as defined in the County Employer-Employee Relations Policy. The Teamsters may appeal such assignment to the General Government Committee. The appeal shall be in writing and shall be filed with the General Government Committee within thirty (30) days after the Human Resources Director makes the assignment. The decision of the General Government Committee on the appeal shall be final.

11. "Y" Rates

Whenever the effect of reclassification or other salary structure adjustment is to "freeze" the salary of an incumbent, the Board of Supervisors may direct that the employee's base salary rate is "Y-rated" which denotes that the incumbent shall continue to receive their then current base rate of pay until termination of their employment or until a higher rate of pay may be authorized, whichever occurs first.

## **ARTICLE 9. CIVIL SERVICE PROVISIONS**

The following provisions are afforded by the County of Mendocino Civil Service System terms and conditions of employment for bargaining unit employees:

1. Probationary Periods for New Hires, Promotions, Demotions, and Transfers.

If the employee has not already successfully completed probation for a 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.

A. Employees covered by this 12-month probation shall have a 5-month and 11-month review and evaluation.

B. Additional evaluations and reviews may occur.

C. The 12-month probationary period does not affect the availability of the first possible merit step increase after 26 pay periods provided initial assignment is at Step 1.

- 1) Transfers to a different department within the same classification.  
There shall be a six (6) month probationary period for all such transfers – provided the employee has previously passed a probationary period for the classification.
- 2) Rehires  
An employee returning to service with the County, after a break in service into a classification in which he or she has previously passed probation shall serve a new 6-month probationary period from the date of re-hire.

2. “Bumping Rights” of Permanent Employees on Promotion, Demotion and Transfer

An employee who has attained permanent status in employment with the County who is serving a probationary period as a result of promotion or voluntary transfer shall return to their previous classification and department should the employee not become permanent in the promotion or transfer either by the choice of the employee or due to failure to pass probation, unless the employee has been terminated for cause in accordance with Discipline provisions of this memorandum.

Alternatively, at the request of the employee and with the approval of Human Resources and the affected Department - the employee may instead transfer or demote into any classification in the County where there is a vacant funded position within which the employee has obtained permanent status. The employee shall serve the same probationary period he or she would otherwise serve by a transfer or voluntary demotion (6 months).

3. Layoff Procedure

In the event of a reduction-in-force (layoff), an employee will be provided either a full thirty (30) calendar days’ notice or pay-in-lieu of full notice.

Any permanent employee who receives a lay-off notice may elect one of the following options:

- A. 30 calendar day notice of layoff and the employee works during the full notice period; OR
- B. 14 calendar day notice of layoff and in accordance with their position allocation (full-time or part-time), 2 weeks of pay at the employee’s regular base hourly pay rate.

Base hourly pay rate for the purposes of layoff means the pay rate of the employee as established in the applicable salary table for the employee’s classification.

The County Human Resources Department will work with employees subject to layoff to find other County employment.

## **ARTICLE 10. OTHER PAY TYPES**

1. Shift Differential

Employees of Juvenile Hall, who regularly work what is commonly referred to as the p.m. (swing) and a.m. (graveyard) shifts, shall be paid a shift differential as follows:

- A. Employees who work the p.m. or swing shift shall receive an additional One-Dollar (\$1.00) per hour.



- B. Employees who work the a.m. or graveyard shift shall receive an additional Two Dollars (\$2.00) per hour.

2. On-Call

Employees shall be compensated at the rate of Three Dollars and Fifty Cents (\$3.50) per hour while on-call on weekdays and Four Dollars and Fifty Cents (\$4.50) per hour while on-call on the weekends.

An employee who is on-call shall not be eligible for minimum call back compensation if required to return to work.

3. Meal Periods - Corrections Counselors

Counselors at Juvenile Hall who are required to work a straight eight (8) hour shift may be allowed, at their option, a meal when obligated to eat with the juveniles, provided, however, that the allowed meal shall be the same as that of the juveniles.

4. Bilingual Duty Premium.

The Appointing Authority may designate any position within the bargaining unit to receive bilingual pay.

An employee, to qualify for bilingual pay, must demonstrate a language proficiency of job related terminology, acceptable to the Appointing Authority and the Human Resources Director.

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

5. Out of Class Pay Provision(s)

In accordance with County policy, when an employee performs duties higher than the scope of duties normally assigned for at least two (2) weeks, the employee may be placed in an acting or temporary out-of-class assignment.

A. Acting Assignment

An employee who is assigned temporarily to a position within a higher classification, who meets the minimum qualifications of this classification, and who will be performing the majority of duties that indicate the distinguishing characteristics of a higher classification shall be placed on the same range and step to which he/she would have been promoted or upon promotion. Such increase shall not be greater than ten percent (10%) unless the assignment is greater than six (6) months.

B. Temporary Out-of-Classification Assignment

An employee who is assigned to perform a portion of significant duties that are within a higher classification that are beyond the scope of the classification to which his/her present position is allocated and that are within a higher classification for which the employee may or may not meet the minimum qualifications shall receive a five percent (5%) pay increase.

C. Specialized Training Pay.

An employee approved and designated by the Department Head to conduct specialized training shall receive an additional 5% pay for necessary time spent preparing and presenting the training.

6. Special Assignments

For the following Special Assignments the Chief Probation Officer has unfettered discretion to assign an employee to, or reassign an employee from an assignment which is eligible to receive an Assignment Premium. Therefore, assignment to, or reassignment from an assignment which is eligible to receive an Assignment Premium is not appealable.

- A. Bargaining unit members assigned to the special assignments of Multi-Agency Gang Suppression Unit (MAGSU) or the Taskforce (Drug Taskforce) shall receive an assignment premium of five percent (5%) for regular hours in paid status, up to 80 hours per pay period.
- B. No bargaining unit member assigned to one or more of the units specified in paragraph 6(A) above shall receive an assignment premium of more than 5% under the terms of this section. For example, a unit member assigned to MAGSU and Taskforce shall receive 5% total assignment premium, for regular hours in paid status, up to 80 hours per pay period.
- C. An employee, who is assigned as a Training Officer, shall receive a Training Officer Premium of five percent (5%) of base salary for regular hours in paid status, up to 80 hours per pay period during the pay period which she/he is so assigned.

7. Longevity

Effective beginning in the first full pay period following ratification and approval:

- After completion of ten (10) years of continuous County employment a two percent (2%) wage increase
- After completion of fifteen (15) years of continuous County employment a two percent (2%) wage increase
- After completion of twenty (20) years of continuous County employment a two percent (2%) wage increase

8. Education Incentive Pay

A. Eligibility

Effective in the first full pay period in January 2018, bargaining unit employees shall be eligible for an Educational Incentive premium as provided herein.

B. Eligibility Requirements

To qualify for award of this premium, applicants shall have completed combinations of experience, post-secondary education and training as prescribed by this Article.

- 1) Years of Service: Only current, continuous, full-time service in a bargaining unit position shall be counted. Years of service accrued during a prior term of employment shall not be counted for purposes of this premium.
- 2) Education Points: One semester unit shall equal one education point, and one quarter unit shall equal two-thirds of a point. Such units of credit shall have been awarded by a community college, college or university accredited by a national or regional accrediting body recognized by the United States Department of Education.
- 3) Training Points: Twenty (20) classroom hours of police training acknowledged by the California Commission on Peace Officer Standards & Training or Standards and Trainings for Corrections (STC) shall equal one training point. Such training must be conducted in a classroom or other appropriate site, in increments of two hours or more, taught by a qualified instructor, concluded with appropriate testing, and for which records are kept.

(a) All education and training must be supported by copies of transcripts, diplomas and other verifying documents attached to the application for premium pay. Units of credit transferred from one educational institution to another must be documented by transcripts from both such educational institutions. When credit is awarded, it shall be counted for either training or education points, whichever is to the advantage of the applicant.

(b) Training acquired in completing a certified CORE-Basic Course may be credited toward the number of training points or the number of units necessary to obtain the premium pay. When education points as well as training points are acquired in completing the CORE-Basic Course, the applicant may select, without apportionment, the use of either the education points or the training points.

#### C. Premium Pay

An Educational Incentive premium of 3% shall be paid to eligible employees who:

- 1) Have completed no less than five (5) years of current, continuous, full-time service as defined above; and
- 2) Have acquired no less than 25 education points as defined above; and
- 3) Have acquired no less than 25 training points as defined above.

An additional Educational Incentive premium of 2% (for a total of 5%) shall be paid to eligible employees who:

- 1) Have completed no less than ten years of current, continuous, full-time service as defined above; and
- 2) Have acquired no less than 30 education points as defined above; and
- 3) Have acquired no less than 30 training points as defined above.

#### D. Application Process

All applications for this premium shall be completed on a form prescribed by the Chief Probation Officer.

- 1) The applicant shall sign the form attesting that he/she meets the minimum requirements for the level of premium pay requested.
- 2) Documents verifying completion of the required education and training points shall be attached to the application.
- 3) Completed applications shall be submitted to the Chief Probation Officer.
- 4) The original application and its attachments shall be placed in the employee's personnel file maintained by the Probation Office.

#### 9. Coast/Covelo Assignment Premium

Any Mendocino County Probation employee, whose regular assignment is in the coastal region including Fort Bragg, Mendocino, and Point Arena; or Covelo, shall receive a 5% assignment premium up to 80 hours per pay period in paid status. This premium shall also apply to employees temporarily assigned to these locations for one full pay period or a longer period of time. Employee temporarily assigned to these locations shall receive this premium only during the temporary assignment of one full pay period or more.

### **ARTICLE 11. CLOTHING ISSUANCE/ OFFICER SAFETY EQUIPMENT**

#### 1. Clothing Issuance

A clothing /equipment allowance of \$350 per year will be allotted to each employee. The employee shall have the choice of either:

Option 1) Each year the Department will purchase up to \$350 worth of items from a Department approved list

Or

Option 2) A yearly payment of \$350

The employee will designate within 30 days of each fiscal year whether he/she will receive the allowance through Option 1 or Option 2. This designation will remain in effect for the duration of the fiscal year.

2. Officer Safety Equipment- to be issued to all employees after completion of mandatory trainings.

To be issued to all regularly assigned field Probation Officers upon appointment:

1 fitted black basket-weave belt

Belt Keepers

Handcuffs and case

Pepper spray and holster/pouch

Probation Windbreaker

Protective Vest to be replaced in accordance with manufactures recommended guidelines.

To be issued to all correctional counselors and juvenile hall supervisors upon appointment

1 fitted black basket weave belt

Belt keepers

Handcuffs and case

## **ARTICLE 12. EXPENSES, MATERIALS AND REIMBURSEMENTS**

1. Reimbursement for Meals

The County shall reimburse employees for the expense of meals in a manner consistent with the County Travel and Meal Policy.

a. Mileage Reimbursement

The County shall reimburse employees in a manner consistent with the County Travel and Meal Policy.

2. Personal Property Reimbursement

Upon recommendation of the appointing authority, the County shall provide for payment of the costs of replacing or repairing property or prosthesis of an employee such as: eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, when any such items are lost or damaged in the line of duty, without negligence by the employee. If the items are damaged beyond repair, the usual and customary value of such items may be paid.

## **ARTICLE 13. HEALTH AND WELFARE BENEFITS**

1. Health Insurance

A. Benefits

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

B. Health Premium Levels

- 1) Health insurance premium increases will be implemented effective the first pay period of each calendar year, based upon actuarial recommendation.
- 2) The contributions to health insurance premiums may be increased in an amount necessary to pay for health care industry cost trends and past accumulated health plan deficit, the Incurred But Not Paid Claims Liability and a stabilization reserve (equivalent to 3 months of plan expenditures) as determined by the health plan actuary to support the solvency and stability of the Plan.
  - a. Should the premium increase recommended by the health plan actuary be more than 16%, the parties agree to Meet and Confer on insurance premiums and benefits, prior to the adoption of any increase of more than 16%.
  - b. If the increase is more than 16%, an increase of up to 16% may be implemented while the Meet and Confer process occurs regarding the balance of any additional changes in premiums or benefits.
- 3) The County will pay approximately 75% of both the employee and dependent coverage, and collectively employees in the bargaining unit represented by the Teamsters, will pay approximately 25% of the costs associated with providing health benefits insurance including medical, vision, and dental to the members of the unit as a whole.
- 4) Health Care Premium  
There shall be no increase to the employee portion of the health care premiums during the 2018 health plan year (calendar year).

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.)

This language automatically sunsets on December 31, 2018.

C. Emergency Health Premium and Benefit Re-Opener

- 1) 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.
- 2) The negotiating parties agree to complete each Meet & Confer regarding benefit changes and premium increases within thirty (30) calendar days.
- 3) The parties agree that impasse, as becomes necessary, shall be completed within the same thirty (30) calendar day period as stated in paragraph #2 above.

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

D. Maintenance of Benefits

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

Review

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

- 1) The County will perform reviews of the Employee Health Insurance Trust Fund and will provide the Teamsters with the results of these reviews.

E. Opt Out

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

F. Domestic Partner Benefits

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

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

- 1) Employees and their Domestic Partner must register with and be certified by the State of California.
- 2) The employee must complete 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.

2. Retirement Benefits

A. General Retirement Benefits

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

B. Safety Retirement Eligibility

Effective October 2003, the County implemented the formula in Government Code Section 31664 (2% at 50 safety retirement formula) for all members of the Probation Department in the classifications listed in the section below. 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 currently represented by the Bargaining Unit as listed below.

The County will pay for all past safety retirement associated with the classifications listed herein - provided that this employment occurred in the County of Mendocino and meets the criteria set forth in this section.

The following bargaining unit classifications shall be eligible for the safety retirement improvement stated above:

- Deputy Probation Officer I,
- Deputy Probation Officer II,
- Deputy Probation Officer III,
- Juvenile Hall Supervisor, and
- Correction Counselors

#### Safety Retirement Vesting

Pursuant to Government Code Section 31581.2, it is the intent of the Board of Supervisors that the retirement contributions made by the County, including those for past service, do not become a vested interest of, and will not accrue to the employee. Upon retirement, sufficient funds will be transferred to the retirement reserves to assure that the retirement benefit is paid to the member and or spouse.

#### C. Retirement 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 costs, rates, procedures and time limits to exercise this buy-back option shall be established by the Retirement Board
- 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.

#### D. New-Tier Retirement

The County and the Union agree that the county has the right to implement a new lower tier for eligible employees hired after the date of implementation of the new retirement tier. The parties further agree that the current formula will not change under the current state law because it is the lowest allowable Safety Tier available under the law. The County and the Union agree that the county will not seek to reclassify the members as general members in the retirement system. Should an alternative retirement option be available due to an approved voter initiative or legislation adopted by the State of California the County reserves the right to implement such alternative plans without meeting and conferring with MCPEA.

#### E. Deferred Compensation Plan

Employees are eligible for voluntary participation in a deferred compensation plan made available by the County, subject to continued qualification of such plan under the law.

### **ARTICLE 14. HOLIDAYS**

#### 1. Holidays

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 1 <sup>st</sup>	New Year's Day
3 <sup>rd</sup> Monday in January	Martin Luther King's Birthday
3 <sup>rd</sup> Monday in February	Washington's Birthday (President's Day)
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
2 <sup>nd</sup> Monday in October	Columbus Day
November 11 <sup>th</sup>	Veteran's Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
4 <sup>th</sup> Friday in November	Day following Thanksgiving Day
December 25 <sup>th</sup>	Christmas Day

Any additional days 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.

2. Holidays on Saturdays or Sundays

When a holiday listed herein above falls on a Saturday, and an employee is not regularly scheduled to work on the Saturday, the preceding Friday is designated as a paid holiday in lieu of a paid holiday on the Saturday.

When a holiday listed herein above falls on a Sunday, and an employee is not regularly scheduled to work on the Sunday, the following Monday is designated as a paid holiday in lieu of a paid holiday on the Sunday.

3. Working on a Holiday

When a holiday listed herein above falls on a Saturday or a Sunday, and an employee occupying a permanent full-time or permanent part-time position works on the holiday because the Saturday or Sunday is part of the employee's regular work schedule, the employee shall receive holiday pay for working on the County recognized holiday.

4. Compensation for Working Holidays

Each permanent full-time or permanent part-time employee shall receive regular holiday pay for those holidays listed herein above. In addition to holiday pay, when a permanent full-time or permanent part-time employee is required to work on a designated holiday, they shall be paid at a rate of one-and-

one-half (1½) times their salary or shall be granted compensating time off at a rate of one-and-one-half (1½) times for every hour worked.

5. No Doubling of Holiday Pay

Nothing contained in this Article shall be construed to result in an employee receiving any consideration, credit, or payment for the same holiday twice.

6. Holiday Contiguous with Pay Status

An employee shall receive holiday pay if the employee is in pay status on either the workday prior to the holiday or the workday immediately following the holiday.



## ARTICLE 15. VACATION

### 1. Vacation Accrual

#### A. Full-Time Employees

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 Service	---Accrual Rate---				Maximum Accruals		
	pay period	hrs	days	weeks	hrs	days	weeks
0 to 3	3.079	80	10	2	240	30	6
>3 to 8	4.616	120	15	3	320	40	8
>8 to 15	6.157	160	20	4	320	40	8
>15	7.694	200	25	5	400	50	10

#### B. Accrual for Part-Time

Every permanent, part-time employee who is employed a minimum of twenty (20) hours per week shall receive a portion of the vacation benefits in direct relation to the fixed percentage of full-time work to which the position is budgeted and allocated.

### 2. Calculation of Service for Vacation

Each year of service shall consist of twenty-six (26) bi-weekly pay periods as calculated from the first day of the pay period following the day on which the employee commenced County service, unless said service commenced on the first working day of the pay period, in which case, years of service shall be calculated from the day that the employee commenced County service. Paid sick leave, paid military leave, or other forms of leave with pay shall be counted in years of service. Any employee absent from his duties without pay for more than sixteen (16) hours in a pay period shall neither accrue vacation leave for that pay period nor have the pay period counted for the purpose of calculating length of service.

### 3. Vacation Accrual Limits

- An employee, who has worked three (3) years or less, may accrue up to two-hundred and forty (240) hours of vacation.
- An employee, who has worked fifteen (15) years or less, may accrue up to three-hundred and twenty (320) hours of vacation.

- Thereafter, an employee may accrue up to four-hundred (400) hours of vacation.
- No Accrual in Excess of Limits  
Notwithstanding the accrual provisions set forth in Article 14.3 above, except as hereinafter provided in Article 14.4 herein below, an employee whose accrual exceeds the limits set forth above shall accrue no additional vacation.

4. Accrual Limits During Sick Leave

When an employee who is receiving paid sick leave reaches the maximum number of accrued vacation hours set forth in Article 14.3, during the period of such paid sick leave, the accrual limits shall be waived and the employee shall continue to accrue vacation at the normal rate. The waiver of the normal accrual limits shall not become effective until the employee has filed with the Human Resources Department a valid statement from their physician stating that they cannot return to work. The waiver of the stated vacation accrual limits shall continue for thirteen (13) pay periods, if necessary, after the pay period in which the employee returns to work. During the waiver period, the employee will use enough vacation so that the balance of accrued vacation will not exceed the stated limits. Any such excess vacation accrual not used shall be forfeited and removed from the employee's record, with no compensation being made for the employee. After the stated period of thirteen (13) pay periods, the vacation accrual limits will again be effective for the employee.

5. 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. If an employee should be on paid sick leave, the accrual of paid vacation shall continue until paid sick leave has been exhausted.

6. Vacation Accrual Upon Layoff/Re-employment

An employee who has been laid off from County service because a position is abolished, or because of a lack of work or lack of funds, and who is re-employed within the period provided for restoration or re-employment, shall accrue vacation benefits at the same rate their benefits accrued prior to the date of layoff. Continuous County service immediately prior to the date of layoff shall be added to future service after re-employment for purposes of calculating years of service, pursuant to this Section.

Use of Accrued Vacation

Except as hereinafter provided, every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrued to them in that year.

Scheduling of Vacations

The scheduling of vacations for employees shall be the responsibility of each department head who shall see that applications for vacation are made far enough in advance so as to achieve the most efficient functioning of the department and of the County service. Use of vacation may be allowed to a minimum of one (1) hour and to a maximum of the employee's accrual. Vacation leave accruing during the period of vacation leave may be taken in conjunction with vacation leave already accrued. No employee shall work for compensation for the County in any capacity during the period of their paid vacation from County service.

Cash Out for Exceptional Circumstances

In exceptional circumstances, such as cases of extreme emergency, compensation in lieu of unused vacation leave, not to exceed the equivalent of eighty (80) hours, may be paid to an employee upon approval of the Board of Supervisors, provided that the employee consents and the department head submits a request to said Board prior to the date that the employee's

accrued vacation leave reaches the maximum allowed. The amount of compensation paid to an employee shall be calculated at the employee's current rate of pay.

. Annual Vacation Cash-out

Once each fiscal year, an employee who is accruing 6.157 hours or more of vacation per pay period and who has utilized 80 hours of vacation in the previous twenty-six (26) pay periods may cash-out up to forty (40) hours of vacation provided that the employee is left with an accrued balance of at least forty (40) hours.

. Vacation Pay Upon Termination

Any employee after thirteen (13) pay periods of part-time service of twenty (20) hours or more per week in a permanent allocated position or after thirteen (13) bi-weekly pay periods of permanent full-time service shall be paid, upon termination, an amount of money equal to their accrued vacation. When an employee's effective date of termination occurs after the completion of one (1) full week in a given pay period, they shall be deemed to have accrued vacation leave for that pay period. A terminated employee may not be re-employed by the County for compensation in any capacity until the total number of working days of accrued vacation has elapsed. This Article shall not prevent a department head from filling a vacated position immediately following the effective date of the employee's separation from their department, provided funds are available.

A. Vacation Pay Upon Termination of Probationary Employees

When a permanent full-time employee is terminated prior to the completion of twenty six (26), the employee shall receive payment for 3.079 hours of vacation accrual for each pay period worked. A permanent-part-time employee who is employed a minimum of twenty (20) hours per week shall receive payment in direct relation to the fixed percentage of full-time work to which the position is budgeted and allocated.

## **ARTICLE 16. SICK LEAVE**

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.

2. Sick Leave Accrual

A. Full-Time Employees

Each permanent 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 permanent 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.

3. Sick Leave Accrual Limit

Sick leave hours may be accrued without limit.

4. Calculation of Sick Leave

Sick leave shall be calculated from the first day of the pay period following the day on which the employee commenced County service, unless said service commenced on the first working day of the pay period, in which case biweekly pay periods of service shall be calculated from the day that the employee commenced County service. Paid vacation leave, paid military leave, or other forms of leave with pay, including VTO, shall be counted in biweekly pay periods of service. Any employee absent from his/her duties without pay for more than two (2) working days in a pay period shall not accrue sick leave for that pay period.

5. Sick Leave Usage and Documentation

Sick leave with pay may be granted only for bona fide illness or injury, exposure to contagious disease, medical examinations or treatment by a licensed practitioner. Sick leave is not to be used as a substitute for, or supplement to, vacations, holidays, and days off. Such use by an employee shall be grounds for discharge from County employment. Claims for sick leave shall be allowed only subject to the following conditions:

- A. The applicant must notify their direct supervisor of their illness at the first reasonable opportunity;
- B. Employees absent from work for a period of three (3) days or more because of illness, injury, or quarantine or for medical appointments shall be paid only upon furnishing their direct supervisor with satisfactory proof as may be required by the supervisor, that absence was due to such cause. Such request by the supervisor shall be made within three (3) days of the employee's return to work and shall be supplied by employee within one (1) week of request.
- C. If a physician's statement is required, and the employee does not submit it to the department head within one (1) week after being requested to do so, the department head shall notify the County Auditor and the Human Resources Director for the purpose of having the employee's pay withheld for the period of absence for which the documentation was requested.

6. Family Sick Leave

Employees represented by the Bargaining Unit 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.

- A. Each calendar year, an employee may use up to one-half (½) of the sick leave the employee would accrue during that year to attend to an illness of a family member of the employee – for example, a full time regular employee accruing 120 hours of sick leave per year could use up to 60 hours per calendar year for care of a family member.
- B. The same procedures and verification standards used for “regular” sick leave shall be used for family sick leave.
- C. Additional family and medical leave provisions are covered in the County's Family and Medical Leave Policy.
- D. For the purpose of this Article 16.6, “family member” is defined as an employee's child, spouse, domestic partner as defined by State statute, parent, grandchild or grandparent.

- 1) "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
  - 2) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
7. Alternative Use Other Than Sick Leave  
At the option of the employee, absence from work due to medical, vision, or dental appointments may be charged to vacation or CTO, subject to prior approval of the department head.
8. Denial of Sick Leave  
If an application for sick leave is denied, the subject absence shall be deemed to be leave without pay.
9. Accrued Sick Leave Upon Layoff  
An employee who is laid off because a position is abolished or because of a lack of work or lack of funds, shall not accrue sick leave during the period of layoff. All accumulated sick leave shall be held for the employee's credit should they return to work during the period provided for restoration or layoff re-employment.
10. Sick Leave Credit at Retirement  
The parties agree that eligible employees represented by the Teamsters 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. Wellness Leave  
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. An employee must have a balance of no less than 40 hours of sick leave accrued at the time the leave is to be used to attend the wellness program. If the employee's accrual balance contains donated catastrophic or other leave hours, the employee must accrue the necessary 40 hours on his/ her own before the sick leave can be used for attending approved wellness programs. The employee must have the prior approval of the employee's department head (or designee) to use sick leave to attend the program. A department head may not capriciously, arbitrarily, or consistently deny the use of said leave.

## **ARTICLE 17. MISCELLANEOUS LEAVES OF ABSENCE**

1. Bereavement Leave  
In the event of a death in an employee's immediate family, the employee may be allowed to be absent with pay for up to twenty-four (24) work hours for each family member who dies. Non-consecutive bereavement leave days shall be used within thirty (30) days of the first use. Part-time employees who receive benefits may be eligible for bereavement leave 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 for bereavement leave. Part-time employees who receive benefits may be eligible for bereavement leave 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 as defined by State statute, 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.

2. Paid Personal Leave

A. Annual Credit

A permanent full-time or permanent part-time 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 thirty (30) hours. For example:

5/5	(40 hours per week)	will receive	30 hours
4/5	(32 hours per week)	will receive	24 hours
½	(20 hours per week)	will receive	15 hours
2/5	(16 hours per week)	will receive	12 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.

B. 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 of the following fiscal year in which such hours are credited; and
- Upon mutual agreement of the employee and the employee's department head.

C. 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.

3. Family and Medical Leave

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 rolling twelve (12) month period for qualifying employees, or longer to the extent required by law, including the provisions for pregnancy disability under state law. Please refer to the County's Family and Medical Leave Policy for specific details on leave eligibility.

4. Pregnancy Disability Leave

California law allows for up to four (4) months of pregnancy disability leave for an employee. This leave is in addition to any entitlement under the federal Family Medical Leave Act (FMLA).

- The County is not obligated to continue payment of health insurance premiums taken under this pregnancy disability provision that would require that the employee be responsible for those costs.
- The County shall continue the employee's benefits and premium payments as allowed under FMLA when pregnancy disability leave and FMLA coincide. Please refer to the County's Family and Medical Leave Policy for specific details on leave eligibility.

5. Catastrophic Leave

The County shall make available a catastrophic leave bank in accordance with the Catastrophic Leave Policy, which is attached and incorporated into this agreement by reference.

6. State Disability Insurance Integration

In order to receive full pay an employee eligible for State Disability payments may request in writing to have any accrued paid leave integrated with State Disability Insurance.

The category of Paid Leave(s) shall be designated by the employee when initiating the request for State Disability Insurance integration.

7. Military Leave

Military Leave shall be granted consistent with applicable mandatory provisions of law. Please refer to the County's Military Leave Policy for specific details on leave eligibility.

8. Voluntary Time Off

Voluntary Time Off (VTO) is a voluntary pledge by an employee to reduce work hours.

A. Pledge Submission

Employees may submit a pledge for the specific number of hours/days the employee will take VTO.

Joint agreement between the employee and their department head, or designee, will determine the exact hours to be taken off.

B. Conditions

The department head, or designee, may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same position, subject to the following conditions:

- 1) VTO shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual, and retirement. VTO shall be prorated for part-time employees based upon their regular work scheduled (budgeted FTE). Employees may reduce their work schedule, without a loss in their level of benefits, by not more than twenty percent (20%) per pay period.
- 2) VTO may be taken in increments of not less than one-half (½) hour.
- 3) A VTO pledge may be revoked by mutual agreement between the employee and department head for good cause. Any dispute shall be resolved by the Human Resources Director.

- 4) VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases, and toward seniority.
- 5) VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.
- 6) VTO shall be available only to employees who are in pay status the work day before the beginning of the VTO as well as the entire work day after the completion of VTO.
- 7) VTO shall not be available to employees on other leaves without pay.
- 8) VTO request pledge is contingent on approval by a specific date that must be noted under the employee remarks section of the VTO Pledge Form.

C. Term

VTO will continue throughout the term of this Memorandum.

D. Non-pledged VTO

Each employee shall be entitled to take twenty-four (24) hours of VTO time during the fiscal year. The request for utilization of these hours shall not be unreasonably denied. If the appointing authority denies the use of these hours, the denial shall be in writing and will state the reasons for denial. Employees may reduce their work schedule, without a loss in their level of benefits, by not more than twenty percent (20%) per pay period.

9) Workers' Compensation Leave

Before an injured employee may begin collecting temporary disability payments, the employee must fulfill the waiting prescribed by state law.

An employee who is entitled to any temporary disability indemnity due to an injury or illness arising out of, and in the course of employment, and such injury is covered under the Workers' Compensation provisions of the Labor Code, may use as much accumulated sick leave as, when added to the disability indemnity, will result in a payment of their full salary.

An employee going on leave without pay due to on-the-job injuries will not suffer a break in seniority, but shall have their merit salary anniversary date delayed by as many pay periods as the leave without pay shall last. The County will continue to pay the employee's group insurance premium (employee only) for the duration of the leave without pay, but not to exceed a period of six (6) months for any single injury.

The waiting period for employees disabled out of or in the course of employment before an injured employee may begin collecting temporary disability payments shall be three (3) days. Such days shall be charged against sick leave or other applicable accrued leave time unless the employee is hospitalized as a result of the disability or the disability lasts for more than fourteen (14) days.

10. Court Leave

County employees summoned for jury duty or subpoenaed for court appearances shall be compensated as follows:

A. Jury Duty



County employees summoned for jury duty or subpoenaed for court appearances shall be compensated as follows:

- 1) Any employee summoned for duty shall be entitled to a leave of absence with full pay for such period of time as may be required to attend court in response to such summons. The employee may retain such payments as may be allowed for travel, lodging and meal expenses; but as a condition for entitlement to court leave, said employee shall not be entitled to any and all fees as payment for services as a juror or witness. Any such payment(s) shall be made payable to the County of Mendocino.
- 2) As an option, an employee, when summoned for duty, may choose to use accrued vacation, CTO, personal leave, or leave of absence without pay. In these cases, the employee will be entitled to retain all fees received as payment for jury and witness duty, including allowances paid for travel, meals, and lodging.

An employee who works on the night shift or the p.m. shift, who is called to jury duty may be excused from all or part of their shift to accommodate their jury service. Any time that is excused in excess of the number of hours in jury duty attendance, plus reasonable travel time, must be "made up". The Department Head and the employee will make every reasonable effort to schedule the "makeup" of any hours. Hours may be made up by scheduling additional hour of work, or by utilizing vacation and compensatory time. This makeup of work time owed to the County shall not be compensated as overtime.

To be eligible for such jury duty leave, the employee must advise the affected Department Head in writing of his/her summons to jury duty and, after jury duty service, report to the Department Head the number of hours the employee was detained for jury duty service; including reasonable travel time

B. Appearance Regarding County Duty

Whenever a permanent employee is subpoenaed to appear in court for any reason pertaining to their regular County duties, they shall receive their regular County salary for such court appearance. Such court appearance shall be counted as hours worked by them and as part of their regular work week. Such employee shall make payable to the County any fee which they receive for serving as a witness.

C. Appearance for Non-County Reasons

Whenever a permanent employee is subpoenaed to appear in court for a matter or reason not pertaining to their regular County duties, such appearance shall not be considered a part of their regular work week, and such employee shall not receive County pay unless the employee chooses to use CTO, vacation, or personal leave for such appearance. Additionally, such employee shall be entitled to retain any fee paid for service as a witness, together with all allowances paid for travel, meals, and lodging.

11. Unpaid Leave

Department heads may grant leaves without pay, not to exceed five (5) working days, to employees of their department.

Requests for leaves without pay for periods up to three (3) months shall be submitted to the affected department head and the Human Resources Department; requests for leaves without pay in excess of three (3) months shall be submitted to the Civil Service Commission for approval or disapproval.

Requests for leaves without pay for periods in excess of one (1) year for reasons other than military service shall be further submitted, together with recommendations by the Health Officer in cases involving illness or disability, to the Board of Supervisors for approval or disapproval.

A. Leave Without Pay for Job-Incurred Disability

Safety Employees

Requests for leaves without pay for disabilities which are determined to be work-incurred as a result of Mendocino County employment for safety-classified employees shall be approved by department heads for the period following expiration of paid leave under 4850 leave provisions.

B. Leave Without Pay for Military Service

Request for leave without pay for military service shall be in accordance with applicable law.

C. Accruals During Leave Without Pay

A permanent full time employee who is granted a leave without pay, who is absent without leave, or who is suspended without pay more than sixteen (16) hours in a pay period shall accrue paid vacation, sick leave, service credits, and other benefits during any pay period of such leave, absence, or suspension only for those hours in pay status. This provision shall be applied pro rata for permanent part time employees.

## **ARTICLE 18. MISCELLANEOUS PROVISIONS**

1. Employee Assistance Program

Employees represented by the Teamsters and their insured family members are eligible for participation in the County's Employee Assistance Program (EAP). To the extent permitted by law, the County shall insure the confidentiality of any and all records regarding employees who use the Program. To the extent permitted by law, no disclosures of information obtained, other than to EAP staff, may be made without the written consent of the employee.

The Employee Assistance Program is available for all County employees and their insured family members who may be experiencing problems in the workplace, or family crisis, chemical dependency, or other personal problems. Primary care physician referral is not necessary to access the EAP, and all services are strictly confidential. The first six (6) visits to the EAP are free to the employee and their insured family members.

2. EAP Confidentiality

No employee will be required to waive their confidentiality as a condition of participation in the EAP program.

3. Class A/B Driver's License - Physicals

The County will provide physicals required for the renewal of the medical certificate required to maintain a Class A or Class B California driver's license for those employees in classifications where such license is required.

4. Direct Deposit

The County will continue to make a deposit of participating employees' paychecks directly to the employees' accounts in the participating financial institutions.

5. Labor- Management Committees

Two committees, Probation Officers and Juvenile Hall, will be formed to discuss non meet and confer issues, including but not limited to workload distribution. Committees to meet no less frequently than once per quarter unless by mutual agreement. Committees will be formed within ninety (90) days of ratification of this MOU.

6. POBAR Training.

At the Teamster's request will be provided by County Counsel.

7. Retirement Badges.

Upon retirement Probation Officers and Corrections Counselors (or the Teamsters on their behalf) may purchase a retirement badge from the department.

8. Background Checks.

From the date of ratification all newly appointed non-sworn Probation Department personnel, including volunteers and interns, having access to Probation Department records, will undergo a background check similar to sworn Probation Department personnel, excluding psychological examination and polygraph. No minors will have access to Probation Department Records.

9. New Classes.

Should the County determine funding is available, the parties agree to meet and confer regarding the creation of two (2) Lead Worker classifications, one in Probation and one in Juvenile Hall.

## **ARTICLE 19. EMPLOYEE SAFETY**

1. Injury and Illness Prevention Program (IIPP)

The County and the Teamsters agree that the Mendocino County Injury and Illness Prevention Program is incorporated as a part of this Memorandum. The County shall provide one complete copy of the County's Injury and Illness Prevention Program Manual at each work site.

A. Injury and Illness Prevention Program Description

The County of Mendocino will establish responsibilities, provide funding, and adopt procedures and guidelines for the maintenance of an effective safety program, in compliance with federal, state, and local laws. The Injury and Illness Prevention Program of the County serves as the mechanism for the implementation of this program.

The County will provide a safe work environment for all its employees. The County does not believe that it is practical or possible to eliminate every safety risk in the workplace.

The County will:

- 1) Identify responsibilities for implementing the Injury and Illness Prevention Program.
- 2) Maintain procedures for identifying and evaluating workplace hazards.
- 3) Maintain procedures for correcting unsafe conditions and work practices tempered by economic and technological constraints in a timely manner.
- 4) Provide a system for communicating with employees on safety matters, to include a method by which employees can report hazards to the County without fear of reprisal.

- 5) Instruct employees in general safe work practices and in specific safe work practices with respect to hazards unique to each employee's job assignment.
- 6) Maintain a system for ensuring compliance with safe work practices.
- 7) Maintain an active Safety Council charged with oversight for the Injury Prevention Program. The Safety Council will include representation by a designee and an alternate designee of the Teamsters.

The continual cooperation of all employees is necessary to support and sustain an effective safety program. Employees are encouraged to report hazards and offer suggestions for improving safety in the workplace. No adverse action will be taken against any employee for reporting safety problems.

2. Safety Issue Disputes  
Disputes as to workplace safety shall be resolved in accordance with the Injury and Illness Prevention Program guidelines.
3. Officer Training  
All unit members shall receive a minimum of 4 hours of perishable skills training at least once per fiscal year. Perishable skills training includes but is not limited to defensive tactics, arrest techniques, handcuffing and other physical skills to aid bargaining unit members in safely performing their duties. Training shall be scheduled by the Department. Bargaining unit members must receive advanced approval from their supervisor to attend scheduled training.

## **ARTICLE 20. DISCIPLINARY ACTIONS**

1. Disciplinary Actions
2. Definitions:  
A "disciplinary action" includes the following actions: reprimand, dismissal, demotion, or suspension without pay.  
  
For the purposes of this Section a "working day" is defined as a day in which Mendocino County administrative offices are open to the public.
3. Representation  
The employee may be represented throughout the process of discipline by a representative of the employee's choice.
4. Notice of Charges  
To initiate disciplinary action against a permanent Civil Service employee, the appointing authority must submit to the employee a written Notice of Intent to Take Disciplinary Action and file a copy with the Human Resources Director. The Notice must state specifically the reason(s) for the action with accompanying documentation and explain the employee's "Skelly" rights of appeal.
  - A. Rights of Access  
The employee shall be given access to copies of all materials supporting the proposed action and shall be provided with copies upon request.
  - B. Request for "Skelly" Hearing

The employee may appeal the proposed action and request a hearing by responding in writing to the appointing authority within five (5) working days of receipt of the Notice. Upon receipt of timely response, the appointing authority shall schedule and conduct a "Skelly" hearing as soon as possible.

C. Conduct of Skelly Hearing

The appointing authority shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority may determine to uphold, modify, or revoke the proposed disciplinary action.

5. Order of Disciplinary Action

If the employee does not respond to the Notice of Intent within the prescribed time limits, or if, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written Order of Disciplinary Action. The Order shall state the proposed action, the reasons for the action, and the employee's rights of appeal.

A. Appeal of Order of Disciplinary Action

The employee, within ten (10) working days after the Order is furnished to the employee, may appeal the Order in writing to the Civil Service Commission. Such appeal shall be submitted to the Human Resources Director who shall schedule the matter for hearing by the Civil Service Commission within twenty (20) working days of the submittal date, or a specific date that is mutually agreed upon by the Appellant, the County, and the Civil Service Commission.

The agreed upon date shall be confirmed in writing to all parties.

Within twenty (20) working days from filing an appeal, the Commission, or its referee, shall hold a hearing which may be continued from time-to-time, and at the conclusion thereof either affirm, modify, or revoke the Order. The appellant may appear personally, produce evidence, be represented by counsel, and have a public hearing if it is desired. If the Commission appoints a referee, a complete transcript shall be made and presented to the Commission.

## **ARTICLE 21. GRIEVANCE PROCEDURE**

1. Purpose

The County and the Teamsters agree to this Grievance Procedure in order to provide an orderly procedure to promptly resolve grievances of employees covered by this Memorandum.

2. Definitions

A grievance is a claim by an employee(s) (1) concerning or alleging that a written County-wide rule, regulation, resolution, ordinance, policy, procedure, OR (2) provision of this Memorandum, has been violated or misapplied to the disadvantage of the employee or the Bargaining Unit. Excluded from this definition is:

- An allegation intended for the purpose of changing a written County-wide rule, regulation, resolution, ordinance, policy, procedure, or provision of this Memorandum; or,
- An allegation for which appeal is already provided in Civil Service Rules or the Mendocino County Code.

A. Working Day Defined

For the purpose of this Article, a "working day" is defined as a day in which Mendocino County administrative offices are open to the public.

3. Standing to Initiate Grievance

An individual employee or the Teamsters, in good faith, has an actual grievance with the County over a grievable matter as defined in Article 21 may file a grievance. If the Teamsters and the Human Resources Director mutually agree the grievance may initially be filed at the Department Head level.

At any step of the grievance procedure, the employee may represent themselves, or may be represented by a Teamsters representative, who may be a County employee (excluding their supervisor or manager).

4. Grievance Procedure-Initiation

The grievance must be initiated within ten (10) working days from the date of the action or occurrence giving rise to the grievance, or within ten (10) working days of when the grievant knew of, or could have reasonably discovered, such action or occurrence.

5. Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

6. First Step

The grievance shall first be discussed on an informal basis by the grievant with the grievant's immediate supervisor within ten (10) working days from the date of the action causing the grievance, as provided in Article 20.4 above. The immediate supervisor shall respond within ten (10) working days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held, whenever possible, during the grievant's work hours.

7. Second Step

In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing, with a copy to County Human Resources and the Teamsters, to the next level supervisor within ten (10) working days after receipt of the immediate supervisor's response. Such written grievance shall:

- A. Fully describe the grievance and how the employee was adversely affected by the County;
- B. Set forth the written County-wide rule, regulation, resolution, ordinance, policy, procedure, or provision of this Memorandum, that has been allegedly violated;
- C. Indicate the date(s) of the incident(s) grieved; and
  - 1) Specify the remedy or solution to the grievance sought by the employee.
  - 2) Response to Second Step

The written grievance shall be responded to in writing by the responsible supervisor within ten (10) working days from the time the written grievance is received, and a copy sent to County Human Resources and the Teamsters.

The written response shall include:

- A complete statement of the supervisor's position and the facts upon which it is based; and
- The remedy or correction which has been offered, if any.

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the department head, with a copy to County Human Resources and the Bargaining Unit within ten (10) working days of receipt of the written response at Step Two.

8. Third Step

Within ten (10) working days after receiving the completed grievance form, the department head, or their representative, shall meet with the employee and shall discuss the grievance. The department head shall give their decision within ten (10) working days after the discussion and send a copy of the decision to Human Resources and the Teamsters.

Should the employee remain aggrieved, the decision of the department head may be appealed to the Binding Arbitration (Step Four). Such appeal must be made within ten (10) working days of receipt of the written decision of the department head.

A. Mediation

Prior to a grievance moving to Step Four, the parties may, by mutual agreement, request the assistance of a mediator from the State Conciliation & Mediation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance. If the grievance is not resolved, discussions during mediation shall not be admissible in any subsequent hearing.

9. Fourth Step

If the grievance is not settled following completion of the Third Step of the grievance procedure, the Teamsters may request binding arbitration. The request for binding arbitration must be submitted to the Human Resources Director, in writing, within ten (10) days of receipt of the response from Step Three.

An arbitrator may be selected by mutual agreement of the County and the Teamsters. Should the parties fail to agree on an arbitrator, they shall make a joint request to the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names, with the opportunity to strike determined by chance.

All documentation supporting the parties' positions shall be filed at least ten (10) days before the hearing with the arbitrator.

The arbitrator shall not have power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum of Understanding. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties. The decision of the arbitrator shall be final and binding upon the parties.

The cost of employing the arbitrator shall be borne equally by the parties. All other costs such as, but not limited to, attorney's fees and witness fees shall be borne only by the party incurring that cost.

A. Court Reporter/Transcript Fees

If a court reporter is requested, the requesting party is obligated to pay for the services of the court reporter.

Cost of transcript copies shall be borne by those parties requesting copies.

10. Non-Retaliation

Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

11. Maintenance of Performance Standards by Grievant

Employees who file a grievance are in no manner excused or exempt from performance standards of the job. Job performance standards will be maintained throughout and following any action undertaken as a result of this grievance procedure.

12. Award Limit

The arbitrator's award shall be binding upon the Teamsters. To the extent that the award of the arbitrator is not in excess of Twenty Five Hundred Dollars (\$2500) per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$2500 per individual grievant, final action is not taken by the County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of Twenty Five Hundred Dollars (\$2500) per individual grievant. The Teamsters may then resort to a court of competent jurisdiction to pursue other available legal remedies.

## **ARTICLE 22. FAIR SHARE**

1. Fair and Equal Representation

It is recognized that the Teamsters must provide fair and equal representation to all employees in all represented classes. Employees who are not members of the Teamsters benefit from Teamsters representation. This Fair Share Service Fee Article will, therefore, apply to all employees covered by this Memorandum who choose not to join the Teamsters. A Fair Share Service Fee is established pursuant to Hudson procedures.

Under this Fair Share Service Fee Article, Teamsters membership remains voluntary. If an employee decides not to join the Teamsters, the employee shall pay the Fair Share Service Fee as provided in this Article. Such Service Fee shall pay for the chargeable services rendered by the Teamsters.

2. Employees Subject to Fair Share Agency Shop Service Fee

All represented Teamsters employees shall be subject to a Fair Share Agency Shop Service Fee. Effective July 1, 2007, this shall include people in supervisory classifications and extra help positions.

3. Part-time Employees

Employees who work less than full-time are subject to the Fair Share Agency Shop Service Fee. The Service Fee shall be set on a pro-rata basis expressed as a percentage of gross wages.

4. Enactment of Fair Share Agency Shop

A Fair Share Service Fee consistent with State law will be effective the first pay period following ratification of this Article by the Board of Supervisors and ratification by the employees. The State



Mediation and Conciliation Service will conduct the employee ratification vote. Employee ratification will require an affirmative majority of the ballots cast. The balloting will be conducted among all Mendocino County Probation Employees Teamsters members (Probation and Juvenile Hall Units) who are eligible to vote under the Teamster's by-laws and all other represented employees who will, upon enactment, be subject to the terms of this Article.

5. Payroll Deduction

As a condition of employment, all employees who are not Teamsters members are subject to the Fair Share Agency Shop Service Fee and shall have, on a bi-weekly basis, a payroll deduction for such Service Fees.

6. Periods of Separation

The County shall not deduct Service Fees during periods that an employee is separated from the Teamsters, but shall reinstate Service Fees upon the return of the employee to the Teamsters. The term separation from the Teamsters includes transfer out of the unit, layoff, promotion, demotion, reclassification, leave of absence of a duration of more than one full pay period (whether paid or unpaid), and for any other lawful reason, including disability.

7. Reporting

Along with the payroll deductions, the County will send the Teamsters an alphabetical listing of the employees from whom deductions were made, the amount of the deduction, and the names of any employees transferred out of the Teamsters, laid off, or on leave without pay for more than thirty (30) days, including information on the length of time of the leave of absence.

8. Exception

The only exception to the payment of a Fair Share Service Fee is as follows:

An employee may execute a written declaration stating membership in a bona fide religion, body, or sect that has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment.

An employee granted such exception must pay a sum equal to the Fair Share Service Fee to a non-religious, non-labor, charitable fund (exempt from taxation under Section 501(c)(3) of the Internal Revenue Code), chosen by the employee from those charities listed with United Way, Combined Health Appeal of California, or the American Red Cross.

9. Fee Structure

Any employee currently employed or hired into the bargaining unit covered by this Memorandum who is not a member of the Teamsters shall, beginning with the third full pay period after individual written notice has been given in accordance with Article 21 (Fair Share) and until the expiration of this Article, pay to the Teamsters a Fair Share Agency Shop Service Fee for services rendered by the Teamsters. The Service Fee shall be equal to the monthly dues of regular membership, less non-chargeable costs as defined in Article 21 (Fair Share), and/or by statutory or case law, but in no event to exceed ninety-five percent (95%) of the regular membership dues.

The Teamsters shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with the County prior to making any such decision or determination.

10. Chargeable Costs

To the extent authorized by law, the costs of the Teamster's collective bargaining activities shall be considered by the Teamsters when making a determination of the amount of the Fair Share Agency Shop Service Fee authorized by this Article. Examples of chargeable costs include, but are not limited to: (1) expenditures for labor contract negotiations (e.g., the fees and expenses of the Union representative and support staff, including research of and preparation for negotiating matters within the scope of representation); and (2) expenditures for administration of contracts (e.g., meetings and discussions with management concerning grievances under the Memorandum, meetings with employees as part of grievance resolutions, and costs of representatives and staff support for arbitrations, including costs for research and preparation).

11. Non-Chargeable Costs

Currently, the following activities are not included in the calculation or determination of the Fair Share Agency Shop Service Fee:

- a. Lobbying or other political activity, except as authorized by law;
- b. Payments to affiliates, except for chargeable costs as authorized by law;
- c. Social activities, except as authorized by law;
- d. Charitable and philanthropic activities;
- e. Insurance and other benefit programs, except as authorized by law; and,
- f. Any cost that, by law, cannot be included in a Fair Share Agency Shop Service Fee.

12. Deduction of Non-chargeable Costs

All non-chargeable costs will be deducted from the Fair Share Agency Shop Fee prior to such Fees being collected.

## **ARTICLE 23. FULL UNDERSTANDING, MODIFICATION, WAIVER**

1. Full Understanding

This Memorandum 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.

A. Waiver

Except as specifically provided herein, it is agreed and understood that the Teamsters voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. The Teamsters acknowledge that the County has fulfilled its obligations under Government Code §3505 for the length of this Memorandum for the matters contained herein.

B. Modification

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by the County's Board of Supervisors.

C. No Limit on Civil Service Commission Authority

Nothing in this Memorandum shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission.

D. Non-Precedent Setting

The waiver of any breach, term, or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

E. Invalidation (Separability)

If, during the term of this Memorandum, any item or portion thereof is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction; or if compliance with, or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

F. Replacement

In the event of suspension or invalidation of any article or section of this Memorandum, the parties agree, except in an emergency situation, to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### **ARTICLE 24. TERM OF AGREEMENT**

This Memorandum shall be effective on October 1, 2017 and shall remain in full force and effect through and including September 30, 2019 and shall continue thereafter from year to year unless at least sixty (60) days prior to September 30, 2019 either party shall file written notice with the other of its desire to amend, modify or terminate this Memorandum of Understanding.

#### **ARTICLE 25. ENACTMENT**

This Memorandum executed this \_\_\_\_\_, 2017 by the parties.

**SIGNATURES**

**TEAMSTERS LOCAL 856**

\_\_\_\_\_  
Matthew Finnegan, Negotiator  
Teamsters Local 856

\_\_\_\_\_  
Ryan Breece, Negotiation Team Member

\_\_\_\_\_  
Brandy Noriega, Negotiation Team Member

\_\_\_\_\_  
Jeff McKee, Negotiation Team Member

\_\_\_\_\_

**MENDOCINO COUNTY**

\_\_\_\_\_  
Carmel J. Angelo, Chief Executive Officer

\_\_\_\_\_  
Donna Williamson, Chief Negotiator

\_\_\_\_\_  
Heidi Dunham, Human Resources Director

**COUNTY OF MENDOCINO**

By \_\_\_\_\_  
John McCowen, CHAIR, Board of  
Supervisors

**ATTEST: CARMEL J. ANGELO**  
**Clerk of the Board**

\_\_\_\_\_  
Deputy

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

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

By \_\_\_\_\_

**ATTACHMENT 1**  
**MENDOCINO COUNTY GRIEVANCE FORM**

Name \_\_\_\_\_ Job Classification \_\_\_\_\_

Department/Division \_\_\_\_\_

Employee Organization (if applicable) \_\_\_\_\_

**STEP I**

**AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.**

Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within ten (10) working days from the date causing the grievance.

Supervisor's name: \_\_\_\_\_ Title: \_\_\_\_\_

The Supervisor has ten (10) days to respond to the grievance.

Date discussion held: \_\_\_\_\_ Date of Supervisor's response: \_\_\_\_\_

**STEP II**

**IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO NEXT LEVEL SUPERVISOR WITHIN TEN (10) WORKING DAYS OF YOUR IMMEDIATE SUPERVISOR'S RESPONSE IN STEP I.**

At Step II, provide one copy of this form to the County Human Resources Department and one copy to the Bargaining Unit.

Describe grievance:

Date of incident(s): \_\_\_\_\_ Specific regulation, rule, policy, or MOU provision violated:

Requested solution (be specific):

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

The supervisor shall respond within ten (10) working days from the time the written grievance was received and send a copy of the response to the County Human Resources Department and the Bargaining Unit.

Supervisor's Decision:

Supervisor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Step III**

**IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, SUBMIT TO THE DEPARTMENT HEAD WITHIN TEN (10) WORKING DAYS OF THE SUPERVISOR'S DECISION.**

Within ten (10) working days after receiving the completed grievance form, the department head, or his or her designee, shall meet with the employee and shall discuss the grievance. The department head shall give his or her decision within ten (10) working days after the discussion and send a copy of the decision to Human Resources and the Bargaining Unit.

Date submitted to department head: \_\_\_\_\_ Employee signature:

Department Head's response:

ATTACHMENT 2



**Confidential  
Information**

COUNTY OF MENDOCINO  
CATASTROPHIC LEAVE DONATION FORM

Please note the following requirements:

- The donating employee must have a vacation leave balance of at least forty (40) hours after the donation of vacation leave.
- An employee requesting Catastrophic Leave must have donated a minimum of one (1) hour to the Catastrophic Leave Bank in the preceding 12 months; must have completed twenty six (26) pay periods with Mendocino County; and have exhausted all accrued sick leave, vacation leave, and compensatory time off (CTO) before qualifying for Catastrophic Leave.

To: Department Payroll Clerk

I, \_\_\_\_\_, hereby donate:  
(Employee's Name - Please Print)

☐ \_\_\_\_\_ hours of CTO (Compensatory Time Off) AND/OR

☐ \_\_\_\_\_ hours of Vacation (Check type of leave hours to be donated)

to: ☐ \_\_\_\_\_  
A specific persons name on Catastrophic Leave Department  
OR

☐ One time only donation

☐ Catastrophic Leave Bank

☐ Per pay period, starting pay period \_\_\_\_\_

OR

\_\_\_\_\_  
Employee Signature Phone ext. Date

\_\_\_\_\_  
Department Payroll Clerk Phone ext. Department

☐ Hours entered by Payroll clerk (please initial) \_\_\_\_\_  
Pay Period



**Confidential**

## COUNTY OF MENDOCINO Catastrophic Leave Request Form

Catastrophic Leave is a paid leave of absence from donated hours of County employees to cover an employee's time off due to a catastrophic illness or injury of the employee, the employee's spouse, parent, or child. An employee may receive up to 480 hours of Catastrophic Leave in any 12-month period. The leave is given in 240-hour increments based on need, and is only available up to the extent hours have been donated by fellow employees either to the Leave Bank or an individual account.

To be eligible for Catastrophic Leave you must meet the following requirements:

- 1) Be a permanent (non extra-help) employee who has completed twenty six (26) pay periods with Mendocino County;
- 2) Have donated a minimum of one (1) hour to the Catastrophic Leave Bank or a specific individual in the preceding 12 months; and
- 3) Have exhausted all allowable accrued sick leave, vacation leave, and compensatory time off (CTO) before qualifying for Catastrophic Leave,
- 4) New employees with less than 26 pay periods may be eligible for Catastrophic Leave donated to them personally by other employees upon the approval of the Human Resources Director and the employee's Department Head.

\_\_\_\_\_  
Dept. Head Initials

### TO BE COMPLETED BY EMPLOYEE

Employee Name \_\_\_\_\_ ☐ At least one (1) hour donated on \_\_\_\_\_ (date)

Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_

Dept. \_\_\_\_\_ Employee's Phone Ext. \_\_\_\_\_

Supervisor \_\_\_\_\_ Supervisor's Phone \_\_\_\_\_

### REASON FOR LEAVE

I request Catastrophic Leave for the following reason and will attach appropriate documentation to support my request.

☐ My own long term catastrophic illness or injury

☐ The long term catastrophic illness or injury of my spouse, child, or parent

Name of individual(s) \_\_\_\_\_

Relationship \_\_\_\_\_

☐ Other (please fully specify) \_\_\_\_\_

**EXPECTED DURATION**

**(Include doctor's certification and documentation explaining the medical situation.)**

☐ A block of time from \_\_\_\_\_ to \_\_\_\_\_  
(month/day/year) (month/day/year)

☐ Intermittently e.g., separate blocks of time due to illness.

☐ Temporarily reduced work schedule.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**Distribution with all documentation to:  
Employee's Department Head**

**Original to Human Resources Department at:  
501 Low Gap Road, Room 1326, Ukiah, CA 95482**

**TO BE COMPLETED BY HUMAN RESOURCES**

Eligible:    Y        N                      Initials: \_\_\_\_\_  
                    Date: \_\_\_\_\_