

BOS Agreement #: 19-257

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**County of Mendocino**

**and**

**Mendocino County Deputy  
Sheriffs' Association**



**Effective July 1, 2019 through June 30, 2022**

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**County of Mendocino and the Mendocino Deputy Sheriffs' Association**

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# **GENERAL PROVISIONS**

## **ARTICLE 1. PREAMBLE**

Pursuant to the Meyers-Milias-Brown Act and the County of Mendocino Employer-Employee Relations Policy, this Memorandum of Understanding has been entered into by the County of Mendocino, hereinafter referred to as the County, and the Mendocino County Deputy Sheriffs' Association, hereinafter referred to as the Association. The purpose of this Memorandum of Understanding ("MOU") is the promotion of harmonious relations between the County and the Association, and the establishment of rates of compensation, hours of work, resolution of grievances, and other matters relating to employment conditions to be observed by the parties.

## **ARTICLE 2. RECOGNITION**

The County hereby recognizes the Association as the sole and exclusive representative for the bargaining unit consisting of all employees in the following classes:

- Deputy Sheriff/Coroner I & II
- Sheriff's Sergeant
- Corrections Deputy
- Corrections Sergeant
- Public Safety Dispatcher
- Public Safety Dispatcher Supervisor
- Marijuana Eradication Officer
- District Attorney Investigator
- Investigative Technician
- Sheriff's Evidence Technician
- Sheriff's Evidence Technician Supervisor
- Welfare Fraud Investigator I & II
- Supervising District Attorney Investigator

## **ARTICLE 3. FULL FORCE AND EFFECT**

1. All written wages, hours, terms and conditions of employment that are both currently in effect and covered by the Meyers-Milias-Brown Act, including those set forth in this MOU, shall remain in full force and effect during the term of this MOU, unless changed by mutual agreement except in circumstances pursuant to the Meyers Milias Brown Act Section 3504.5, Paragraph 2. Such written wages, hours, and terms and conditions of employment include those set forth in the Mendocino County Code, the Civil Service Rules, the County Employer-Employee Relations Policy, the Mendocino County Sheriff's Office written policies, rules and regulations, and written working conditions that are established by any other rules and/or regulations.
2. An Employee shall not be disciplined for violating an unwritten rule, regulation, policy or procedure.



## **ARTICLE 4. CONCLUSIVENESS**

- 1.** Association and the County agree that during the negotiations which resulted in this MOU, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation; therefore, during the term of this MOU, the County and Association shall not be obligated to meet and confer on any matter. Whether or not specifically referred to in this MOU;
  - A.** Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
  - B.** Whether or not the matters were proposed and later withdrawn during negotiations.
- 2.** Notwithstanding the above, the parties agree to meet and confer over revisions to the Civil Service Ordinance and the Civil Service Rules during the term of this MOU. The parties further agree the County shall not take action to implement such revisions during the term of this MOU unless there is mutual consent to do so.

## **ARTICLE 5. CONTENT, TERMS AND CONDITIONS**

If any Article or Section of this MOU should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Articles and Sections of this Memorandum shall remain in full force and effect for the duration of this MOU. In the event of invalidation of any Article or Section, the County and the Association agree to meet within thirty (30) days for the purpose of renegotiating said Article or Section.

## **ARTICLE 6. ASSOCIATION RIGHTS**

- 1.** Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and County policies, rules and regulations.
- 2.** The Associations rights include:
  - A.** The right to represent its members before the Board of Supervisors or advisory boards or commissions, with regard to wages, hours, and working conditions or other matters within the scope of representation subject to the provisions of applicable Federal, State or County laws and regulations.
  - B.** The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to the matters within the scope of representative.
  - C.** The right to a reasonable amount of time during regular working hours to represent its members before the Board of Supervisors or their representatives when formally meeting and conferring on matters within the scope of representative, such time allowance to be limited to three (3) members of the Association.



- D.** The right to payroll deductions made for payments of Association dues as permitted by law.
- E.** The right to the use of the designated bulletin board by recognized employee organizations in each building or facility where employees represented by the Association are assigned, subject to the following conditions:
- 1) Material shall be posted on space as designated.
  - 2) Posted material shall bear the identity of the organization.
  - 3) Posted material shall not be misleading, contain any deliberate misstatements, or violate any Federal, State or local or Civil Service ordinance, law statute or rule.
  - 4) Material shall be neatly displayed and shall be removed when no longer timely.
  - 5) Posted material shall not be of such quantity as to prevent the use of such bulletin boards for other County purposes. (No such employee organization material shall be posted or displayed at other than a regular bulletin board).
- F.** The use of County facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on the appropriate charges to offset the cost of such use.
- G.** The Board of Supervisors or its designated representative making copies of the agenda available.
- H.** Reasonable access to employee work locations for officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- I.** There shall be no discrimination because of lawful Association activities against any employee or application for employment by the County or by anyone employed by the County.
- J.** It is acknowledged that nothing contained in this agreement is a waiver by the Association of its right to meet and confer on any proposed changes by the County or any matter(s) relating to employment conditions and employer-employee relations, including but not limited to, wages, hours and other terms and conditions of employment during the term of this Agreement.
- K.** The Association shall have the right to utilize County duplicating equipment, at a cost not to exceed that charged County departments and under the same conditions imposed upon County departments, and to utilize the County interoffice mail system, for the conducting of Association business. All Association mail sent through the County interoffice mail system shall have the following statement printed or stamped prominently at the bottom of each page: "The County neither agrees nor disagrees with the above information".
- L.** The Association and its members are authorized to utilize the County computer electronic mail to communicate information relative to the Association. The following rules and regulations govern the use of the electronic mail system. These regulations are incorporated into the Sheriffs' Office General Orders Manual. A violation of any Federal or



State law, County Code, Civil Service or General Orders regulation while using the electronic mail system may subject the employee to disciplinary action up to and including termination.

- 1) This authorization is for DSA business only and is not to be used to transmit information of a personal nature.
- 2) Transmission of any information that is offensive, obscene or discriminatory (e.g., sex, race, or ethnicity) is prohibited.
- 3) There shall be no transmission of any material that would tend to criticize, demean, or judge any employee.
- 4) Electronic computer messages which would violate the provisions of County Code Section 3.16.170 relating to political activity is prohibited.
- 5) The system is for information purposes only and is not intended for storage. Information should be deleted/removed as soon as possible after receipt.

## **ARTICLE 7. CONSULTATION**

Upon request, the County will consult with authorized Association representatives regarding matters of concern to the Mendocino County Deputy Sheriffs Association (DSA), within the definition of consultation as set forth in Section II of the County of Mendocino Employer-Employee Relations Policy.

## **ARTICLE 8. GRIEVANCE PROCEDURE**

The only grievance procedure for all employees represented in this unit shall be as follows:

### **1. Purpose**

Procedure is hereby established to permit systematic consideration of an individual employee grievance. The objective of this procedure is to resolve grievances as informally as possible and near as possible to the job level in which the grievance has arisen.

### **2. Process**

- A.** The employee may request the assistance of another person of his/her own choosing in preparing his/her grievance.
- B.** A copy of all written grievances shall be forwarded to the Association president or his/her designee.

### **3. Grievance Defined**

A grievance is an allegation by the Deputy Sheriffs' Association, an individual employee or employees that a written County-wide rule, regulation, resolution, ordinance, policy, procedure or this MOU has been misapplied to the disadvantage of the employee(s). Excluded from this definition are:



- A. An allegation for the purpose of changing a written County-wide rule, regulation, resolution, ordinance, policy, procedure or this MOU.
- B. An allegation for which appeal is already provided in Chapter 3.16 (Civil Service) of the Mendocino County Code.

#### **4. Grievance Procedure**

##### **Step 1. Informal**

An aggrieved employee shall first discuss his/her grievance informally with his/her immediate supervisor. Initial discussion shall be sought by an employee not later than ten (10) working days after the cause for grievance occurred.

##### **Step 2. Written**

If the grievance is not satisfactorily adjusted within three (3) working days, the employee may present his/her grievance in writing to his/her higher level supervisor with a copy to the immediate supervisor within five (5) working days after the expiration of the aforesaid three (3) working days. The responsible supervisor at this level shall hear the grievance and render a decision in writing within five (5) working days.

##### **Step 3. Department Head**

If the employee remains aggrieved, he/she may appeal in writing within five (5) working days to the department head who shall render a written decision on the grievance within seven (7) working days.

##### **Step 4. Human Resources Director**

If the employee remains aggrieved, he/she may appeal in writing within seven (7) working days to the Human Resources Director who shall render a written decision on the grievance within ten (10) working days.

##### **Step 5. Arbitration**

If the employee remains aggrieved, he/she may appeal in writing within seven (7) working days to the Chief Executive Officer. Any appeal addressed to the Chief Executive Officer shall be filed in the Human Resources Department. The employee and the Human Resources Director, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Services to submit to them a list of seven (7) arbitrators who have had experience in the state and local agency sector. The parties shall select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and at a place convenient to the parties, and shall be bound by the following:

The arbitrator shall be bound by the language of the MOU and the County and departmental rules and regulations consistent therewith in considering any issue properly before him/her.



- A.** The arbitrator shall expressly confine him-/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- B.** The arbitrator shall be bound by applicable Federal, State, and County law.
- C.** The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten (10) days before the grievance was timely filed.
- D.** The arbitrator shall submit written findings and advisory recommendations to the employee and the Chief Executive Officer. The Chief Executive Officer, shall within twenty-five (25) working days of the receipt of the written findings and recommendations, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative. The decision of the Chief Executive Officer shall be final.

## **5. Time Limits**

- A.** The time limits specified in any subsection of this grievance procedure may be extended to a definite date by mutual written agreement between the employee and the department head.
- B.** If the aggrieved employee does not adhere to the time limits specified in any subsection of this grievance procedure, the grievance shall be deemed settled by the Department's latest response.
- C.** If the Department, through the appropriate supervisor, does not adhere to the time limits specified in any subsection of this grievance procedure, the grievance is automatically progressed to the next immediate step.

## **ARTICLE 9. WORK SCHEDULES, WORK PERIODS, OVERTIME, COMPENSATORY TIME**

Employee classifications in the Sheriff's Department may be scheduled to work one of the following schedules, at the discretion of the Sheriff.

### **1. Work Schedules**

- A.** Five (5) consecutive eight (8) hour work days with two (2) consecutive days off, totaling eighty (80) regularly-scheduled hours per pay period.
- B.** Four (4) consecutive ten (10) hour work days with three (3) consecutive days off, totaling eighty (80) regularly-scheduled hours per pay period.
- C.** Three (3) consecutive twelve (12) hour work days per week with an additional eight (8) hour work day every other week in the same pay period, totaling eighty (80) regularly-scheduled hours per pay period.

All shifts include a reasonable meal period.

### **2. Work Periods**

All eligible sworn classifications regardless of rank are subject to a fourteen (14) day 207(k) work period pursuant to 29 U.S.C 207(k) of the Fair Labor Standards Act (FLSA). Each fourteen (14) day 207(k) work period will be concurrent with each regular County pay period.



All non-sworn classifications are subject to a seven-day workweek pursuant to 29 U.S.C. 207(a) of the FLSA. For purposes of computing FLSA overtime, the workweek for non-sworn personnel on a 3/12 schedule begins four hours into the alternating eight-hour shift and ends 168 consecutive hours later.

### **3. Transition Period**

During the transition period of the normally scheduled shift rotation, if an employee is scheduled to work more than five (5) consecutive days, the sixth (6th) day shall constitute the beginning of a new work week or work period, and will not be subject to overtime provision, except for those hours worked in excess of eight (8). Every effort will be made to minimize the employee working more than five (5) consecutive days.

Transition period shall be defined as the last week or work period of the expiring schedule and the first week or work period of the new schedule.

### **4. Exception**

Exception to the above may be made by the Department at the written request of the employee.

### **5. Overtime**

Overtime will be paid for hours worked in excess of an employee's regularly-scheduled shift hours. Paid leave will be counted as hours worked for purposes of computing contractual overtime.

All overtime will be either paid or accumulated at time and one-half the normal hourly rate.

### **6. Compensation for travel to/from in service training school**

The parties agree that employees represented by the Association shall be compensated at the overtime rate when traveling to or from an in service training school outside of their normal work schedule.

### **7. Compensatory Time Off Maximum**

The parties agree that employees represented by the Association may accumulate a maximum of ninety-six (96) hours of compensatory time off, computed at a rate of one and one-half times (1½) hours worked. No more than forty (40) hours of compensatory time off may be cashed out per quarter.

### **8. Compensatory Time Off**

- A.** Compensatory time off, accumulated at a rate of one and one-half times (1½) the hours worked, may be accumulated to a maximum of ninety-six (96) hours. Any overtime worked in excess of the accumulation shall be paid overtime.
- B.** At the time such overtime work is required, the employee shall be advised whether overtime work shall be paid or compensatory time off granted. Accumulated compensatory time off may be taken by an employee as time off with pay upon the request of the employee and approval of the appointing authority. Upon termination of employment for



any reason, all accumulated compensatory time off shall be paid. All accumulated compensatory time off earned but not taken as time off, with pay in the first six (6) months of a calendar year, shall be paid in the last pay period of June or continued as accumulated compensatory time off at the election of the employee. However, all accumulated compensatory time off earned by employees in the Law Enforcement Unit, but not taken as time off with pay in the first six (6) months of a calendar year shall be continued as accumulated compensatory time off.

- C.** All accumulated compensatory time off earned but not taken as time off with pay in the last six (6) months of a calendar year, together with any accumulated compensatory time off continued but not taken from the first six (6) months, shall be paid in the last pay period of December of that calendar year. However, such accumulated compensatory time off earned by Law Enforcement Unit employees shall be continued as accumulated time off.
- D.** Employees in the Law Enforcement Unit shall have the option to request cash payment for compensatory time off during any pay period, as long as the employee submitted an irrevocable election form no later than December 15th of the prior year. If payment is not requested the CTO shall continue to accumulated to ninety six (96) hours maximum. Payment for compensatory time off shall be limited to forty (40) hours per quarter.

## **9. Change in Work Schedule**

- A.** Employees in the Law Enforcement Unit shall be given a notice of at least four (4) calendar days of a change in work schedule. Such a four (4) day notice of change in work schedule will not be required when an unforeseen emergency exists or when a fellow employee is absent due to illness or injury, and such leave was not requested four (4) days prior to absence. If the Sheriff's Department is unable to give a four (4) calendar day notice of change in schedule, the employees affected by the change shall be entitled to overtime compensation for work performed other than their originally scheduled work week during the four (4) calendar day notice period. It is understood that the language in this item is not intended to change, in any way, the present policies used for sick leave, alteration of work hours to cover such leave, or compensation for such work.
- B.** For the purposes of this section, an emergency is defined as any natural or man-made disaster affecting the need for law enforcement services to the community or an unscheduled, unplanned sudden need to increase the level of service to the community.

## **10. Rest Periods**

All employees are allowed fifteen (15) minute rest periods for each period of work of four (4) consecutive hours. This period shall be considered as time worked. This provision shall not apply when the public good mandates that employees must work in emergency situations.

## **11. Distribution of Overtime**

Every effort shall be made to equalize the distribution of overtime over which the Sheriff has control by offering the overtime first to the employee with the least amount of accumulated overtime on the books.

## **12. Release Time Bank**

Employees within this unit may contribute hours of vacation time or CTO time to an Association Release Time Bank. The release time will be used by the Association for



Association business or other lawful activities of benefit to the Association or the members. All time used from this bank will be done under the same guidelines as vacation or CTO usage and is conditioned upon receipt of prior approval of the employee's supervisor. This change shall not affect the current provisions in the County Employer/Employee Relations Policy regarding release time off for the meet and confer process.

### **13. Shift Rotation – Seniority Shift Bid**

Field Services Division, Corrections Division and Communications will be subject to schedule sign-up every 6 months (approximate (180) days). Members shall be awarded their shift bid based on seniority. The Sheriff retains the right to make exceptions, at his discretion, due to extenuating business necessity circumstances. For the purpose of scheduling, the method shall be based on seniority within the unit affected.

- A.** Seniority of members, for purpose of scheduling is established first by time in rank, second by total length of time in service with the Sheriff's Office and third by total length in time with the Mendocino County.
- B.** Training Officers may be rotated at the discretion of the training Supervisor when there are members within the unit affected in process of training.

### **14. Schedule Posting**

All duty schedules shall be completed and posted no less than seven (7) days prior to the effective date.

### **15. Shift Bidding**

For employees subject to shift bidding, bargaining unit employees who are in an acting assignment shall bid following the completion of bidding for unit members who are regularly assigned to the classification.

### **16. Animal Handling Hours**

Employees assigned as animal handlers shall be paid seven (7) hours per pay period at one and one half times the current minimum wage. The County and the Association have considered the time that animal handlers typically spend on off-duty animal care and determined it be seven hours per pay period. Animal handlers are not permitted to work more than seven hours per pay period on off duty animal care as employees are not permitted to work off the clock.

## **ARTICLE 10. COURT TIME**

Employees represented by the Association who are called to duty or subpoenaed to court about events arising out of their employment, at a time when they are not working, shall be compensated at the rate of time and one half (1½) the employee's regular rate of pay with a minimum compensation of three (3) hours, except that there shall be no minimum compensation when such duty or testimony is scheduled to be contiguous to the employee's regular duty shift.

- 1.** Contiguous shall mean, if an employee is either in the office, or on the grounds of a station, or in service (on the air) prior to or subsequent to normal duty shift and the employee is



assigned, said assignment shall be contiguous for the purposes of this section. Overtime at time and one half (1½) an employee's regular rate of pay shall only be paid for the period worked for contiguous assignment.

2. Compensation at the rate of time and one half (1½) an employee's regular rate of pay, for a minimum of three (3) hours, shall be made to an employee scheduled to appear in court during off-duty hours, if an employee is not notified of a cancellation of said court appearance by the end of his/her shift on the last day the employee worked before the scheduled hearing, provided that the employee must confirm (i.e. e-mail, fax, Sheriff's Office subpoena coordinator) that no cancellation has been received before the end of his/her last day worked prior to the scheduled appearance.

## **ARTICLE 11. OFF DUTY MEETING PAY**

Employee's required to attend meetings, during time they would otherwise be on non-duty hours, will be entitled to compensation at the rate of time and one half an employee's regular rate of pay for a minimum of three (3) hours, unless such meeting or training session is contiguous to the employee's regular duty shift as defined in these Articles.

## **ARTICLE 12. BENEFITS**

### **1. Medical Plan**

The medical benefits shall be as contained in the County's health plan document.

- A. Employees may participate in Plan I, or reduce their coverage to Plan II.
- B. Employees who can provide proof of equivalent alternative major medical insurance may opt out of the County's plan. In the event their alternate insurance ceases for any reason the employee will be allowed to re-enroll in the County plan.

### **2. Health Insurance Premiums**

- A. The parties will continue the 75/25 (County/employee) cost sharing on health (vision, dental, medical) insurance premiums in the amounts as set forth in the County Health Premium schedule. The County may reasonably delay implementation of any new premium increase and changes in order to assure appropriate administration and technical requirement for implementation.
- B. In the event the Health care premium cost increases more than sixteen percent (16%) during the term of the MOU, the parties will meet and confer upon request prior to the adoption of an increase in excess of sixteen percent (16%).

### **Health Care Premium Calendar Year 2020**

The health insurance medical premium rates for the 2020 calendar year will not increase by more than 3%.



### **3. Health Benefits Trust Account**

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

### **4. Maintenance and Improvement of Benefits**

- A.** The pertinent plan document shall be maintained during the term of this MOU.
- B.** DSA commits to on-going representation at the monthly Health Benefits Committee (HBC) Meetings.

### **5. Life Insurance**

The County will provide Fifty Thousand Dollars (\$50,000) life insurance benefit for Association members.

## **ARTICLE 13. HEALTH SERVICES – EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Employee Assistance Program services and referrals are available to Association members and their family members who are covered by the Mendocino County Health Plan. The covered employees and each covered family member may access up to ten (10) visits per year.

## **ARTICLE 14. PHYSICAL EXAMINATION**

- 1.** The County agrees to pay One Hundred Dollars (\$100.00) annually or Two Hundred Dollars (\$200.00) biennially, of the cost of a physical examination to a physician of the employee's choice. The employee may schedule the physical examination on County paid time.

The County shall pay One Hundred Dollars (\$100.00) and credit the employee for County paid time for the physical examination; such report to include remedial recommendations.

- 2.** All persons covered under this MOU agree that physicals shall include a stress test not to exceed One Hundred Dollars (\$100.00) in cost, every other physical starting with the physical in the contract year of 1982-83, except those deputies who have taken a physical prior to March 18, 1983. These deputies will be required to take a stress test with their next physical and every other physical thereafter.

#### **EXAMPLE:**

Deputy A takes a physical 1983 March 19 or after (stress test must be included)  
Deputy A takes a physical again in 1985 (no stress test required)  
Deputy A takes a physical 1989 (stress test just be included)  
Deputy B takes a physical prior to March 18, 1983 (no stress test required)  
Deputy B waits and takes next physical in 1989 (stress test must be taken)

- 3.** Association members can utilize the annual wellness examination provisions of the County health plan to obtain physical examinations at no charge regardless of whether an Association member participates in the County health insurance plan.



## **ARTICLE 15. PHYSICAL FITNESS**

The Association agrees that there exists a need for employees to be physically fit and therefore strongly encourages each employee to participate in a voluntary physical fitness program of his/ her choosing which will take into consideration appropriate weight relative to height.

During the term of this MOU the parties will meet to discuss development of a voluntary fitness program.

## **ARTICLE 16. WAGES**

### **1. Wages**

Salary Year 1 -Effective the first full pay period following ratification and approval, employees in this bargaining unit will receive a 3% COLA adjustment. Additionally, bargaining unit employees shall receive market equity adjustments as follows:

- Employees in the classification of Sheriff's Sergeant shall receive 9.36%.
- Employees in the classifications of District Attorney Investigator, Welfare Fraud Investigator and Supervising DA Investigator shall receive 8.6%.
- Employees in the classification of Deputy Sheriff Coroner I and II shall 8.24%.
- Employees in the classification of Corrections Deputy and Corrections Sergeant shall receive 1.6%.
- Employees in the classification of Investigations Tech shall receive 8.6%.
- Employees in the classification of Public Safety Dispatch Supervisor and Public Safety Dispatcher shall receive 3.2%.
- Employees in the classification of Evidence Tech shall receive .76%.

Salary Year 2 - Effective the first full pay period of July 2020, employees in this bargaining unit will receive a 3% COLA adjustment. Additionally, bargaining unit employees shall receive market equity adjustments as follows:

- Employees in the classification of Sheriff's Sergeant shall receive 7.02%.
- Employees in the classification of District Attorney Investigator, Welfare Fraud Investigator and Supervising DA Investigator shall receive 6.45%.
- Employees in the classification of Deputy Sheriff Coroner I and II shall 6.18%.
- Employees in the classification of Corrections Deputy and Corrections Sergeant shall receive 1.2%.
- Employees in the classification of Investigations Tech shall receive 6.45%.
- Employees in the classification of Public Safety Dispatch Supervisor and Public Safety Dispatcher shall receive 2.4%.
- Employees in the classification of Evidence Tech shall receive .57%.

Salary Year 3 - Effective the first full pay period of July 2021, employees in this bargaining unit will receive a 3% COLA adjustment. Additionally, bargaining unit employees shall receive market equity adjustments as follows:

- Employees in the classification of Sheriff's Sergeant shall receive 7.02%.
- Employees in the classification of District Attorney Investigator Welfare Fraud Investigator and Supervising DA Investigator shall receive 6.45%.



- Employees in the classification of Deputy Sheriff Coroner I and II shall 6.18%.
- Employees in the classification of Corrections Deputy and Corrections Sergeant shall receive 1.2%.
- Employees in the classification of Investigations Tech shall receive 6.45%.
- Employees in the classification of Public Safety Dispatch Supervisor and Public Safety Dispatcher shall receive 2.4%.
- Employees in the classification of Evidence Tech shall receive .57%.

## **2. Longevity Pay**

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 (2%) wage increase
- After completion of twenty (20) years of continuous County employment a two (2%) wage increase

## **ARTICLE 17. PREMIUM PAY**

### **1. Corrections and Communications Retention Premium**

Corrections and Communications personnel shall receive a two percent (2%) premium after the completion of two (2) years' service within the division, a three percent (3%) premium after the completion of five (5) years' service within the division and a two percent (2%) premium, for a total of seven (7%) percent, after the completion of ten (10) years within the division. Those classifications eligible to receive Corrections and Communications Retention Premium pay are:

- Corrections Deputy
- Corrections Sergeant
- Public Safety Dispatcher
- Public Safety Dispatcher Supervisor

The increases in this section are effective in the first full pay period following ratification and approval of this Agreement.

### **2. Longevity Pay Retention**

Corrections Deputies and Corrections Sergeants will be allowed to retain Corrections longevity pay for up to two (2) years when moving into Deputy Sheriff positions. Years in Corrections will count toward meeting the years of service requirements of the education incentive provided for Deputy Sheriffs. The educational requirements will be the same. This provision will be applied prospectively to individuals who changed from Corrections to Deputy Sheriff Positions no more than two (2) years before April 2, 2007.

### **3. POST Premiums**

- A.** Except Deputy Sheriff I, each employee who has been awarded a valid intermediate or advanced certificate issued by the California Commission of Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County.



- B.** Each eligible employee who has been awarded a valid intermediate certificate shall receive a premium pay of five percent (5%) of his/her base hourly rate added to the employee's base hourly rate for all compensation purposes, including overtime.
- C.** Each eligible employee who has been awarded a valid advanced certificate shall receive an additional five percent (5%) of base hourly rate added to the employee's base hourly rate for all compensation purposes, including overtime.
- D.** The payments set forth in this Article shall become effective at the beginning of the first full pay period following the date of eligibility or application for the specified POST premium, whichever date is later.
- E.** Only the following classifications are eligible to receive POST Premiums:
  - Deputy Sheriff/Coroner
  - Sheriff's Sergeant
  - District Attorney Investigator
  - Welfare Fraud Investigator (effective in the first full pay period following ratification and approval or the payroll clerk's receipt of the certificate, whichever is later.)
- F.** The County may, at its sole discretion, determine that other classifications may receive specialty or POST Premium pay.

## **ARTICLE 18. ASSIGNMENT PREMIUMS**

### **1. Assignment Discretion**

The Sheriff 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 in any form, process or tribunal; except as follows: An employee who is reassigned from an assignment which is eligible to receive an Assignment Premium may either utilize the grievance procedure contained herein to contest said reassignment, or other forum in accordance with applicable law.

### **2. Total Assignment Premiums Capped at 10%**

No unit member may receive more than 10% in total assignment premiums, except that Bilingual Pay, Resident Deputy Post Pay, Covelo/Coast Assignment Pay, Work Out of Classification Pay, Educational Incentive Premium Pay, Stand-by Pay, and Shift Differential do not count toward the 10% total.

### **3. Investigations Assignment Premium**

- A.** Deputy Sheriff's and Sheriff's Sergeants assigned to the Sheriff's Detective Unit, Marijuana Suppression Program (COMMET) or the Major Crimes Task Force shall receive an assignment premium of five percent (5%). An Association member assigned as the Background Investigator shall receive the Detective Assignment Premium.



- B.** An employee who does not have full Peace Officer powers or who does not perform the full range of duties of a Detective, Investigator or Special Agent (e.g. Evidence Technician) shall not be eligible for the Investigations Assignment premium.

#### **4. Special Assignment Premium**

- A.** Deputy Sheriff's, Sheriff's Sergeants, District Attorney Investigators, Welfare Fraud Investigators, and Corrections Deputies assigned to the special assignments of Special Weapons and Tactics (SWAT) Team, Multi-Agency Gang Suppression Unit (MAGSU), Hostage Negotiations Team, Firearms Training Unit, or Search and Rescue Unit shall receive an assignment premium of five percent (5%).
- B.** No bargaining unit member assigned to one or more of the units specified in paragraph 4(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 Search and Rescue shall receive 5% total assignment premium. Any unit member erroneously receiving more than 5% in special assignment pay will receive the corrected amount (i.e. no more than 5%) effective the first full pay period after ratification and approval.

#### **5. Training Officer Premium**

- A.** An employee who is assigned as a Field Training Officer (FTO), Field Training Sergeant (FTS), Facility Training Officer, or Dispatch Training Officer shall receive a Training Officer Premium of five percent (5%) of base salary per pay period for the entire pay period during which she/he is so assigned.
- B.** Employees shall be assigned training and training supervisor responsibilities based on Department staffing requirements and budget constraints.

#### **6. 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.

#### **7. Animal Handler Differential Pay**

Employees assigned as an Animal Handler shall receive five percent (5%) differential pay. The assignment as an Animal Handler is at the direction of the Sheriff and such assignment shall be for a minimum of one pay period.



## **8. Resident Deputy Post Pay Premium**

- A.** An employee who has been permanently assigned to a resident post shall receive a resident post premium of approximately five percent (5%) on the County range table added to base pay.
- B.** Employees that are serving at a Resident Deputy Post will receive \$6,200 per calendar year, paid over 26 pay periods as a health care subsidy.
- C.** An employee permanently assigned to a resident post pursuant to this section shall be compensated an additional Fifty Dollars (\$50.00) in uniform allowance, paid quarterly in four (4) equal amounts.
- D.** Resident posts and their boundaries shall be as designated by the Sheriff. To be eligible for resident post pay, the employee's principal residence must be within the boundaries of the resident post.
- E.** For the purposes of this section, principal residence is defined as the employee's true, fixed and permanent home to which he/she has manifested the intention of returning whenever he/she is absent. Prima facie evidence of principal residency may include but is not limited to, the following:
  - 1) Address where registered to vote
  - 2) Where the employee resides on workdays, non-workdays and holidays
  - 3) Attendance of dependents at a primary or secondary school
  - 4) Declaration of residency to obtain a license of any other privilege of benefit
  - 5) Other acts, occurrences or events that indicate presence within the resident post boundary is more than temporary or transient.

## **9. Covelo/Coast/Anderson Valley Resident Deputy Bonus Pay Program**

In addition to the five percent (5%) residency post pay set forth in this section, and at the sole unfettered discretion of the Sheriff, a bonus may be paid to Covelo, Coast or Anderson Valley Resident Deputies after completion of twelve (12) months of resident service. The terms of this bonus pay program are as follows:

- A.** Bonuses in the following amounts may be paid at the sole unfettered discretion of the Sheriff under the following schedule:
  - 1) After completion of the twelve (12) months of resident service in the Covelo, Coast or Anderson Valley communities, the Sheriff, at his/her discretion may pay a bonus amount per resident Deputy - not to exceed five thousand dollars (\$5000.00).
  - 2) After completion of twenty-four (24) months of resident service in the Covelo, Coast, Anderson Valley communities, the Sheriff, at his/her discretion, may pay a bonus amount per resident Deputy not to exceed seven thousand dollars (\$7000.00).
  - 3) After completion of thirty-six (36) months of resident service in the Covelo, Coast, Anderson Valley communities, the Sheriff, at his/her discretion, may pay a bonus amount per resident Deputy not to exceed ten thousand dollars (\$10000.00).



4) After four (4) years of completion of resident service in the Covelo, Coast, Anderson Valley communities, and after completion of resident service in the Covelo, Coast, Anderson Valley communities each successive year thereafter, the Sheriff, at his/her discretion, may continue to pay a bonus pay per resident Deputy an amount not to exceed the maximum amount of ten thousand dollars (\$10000.00).

**B.** In the alternative, and not in conjunction with the above described bonus pay program, a bonus incentive program is created. This incentive program is also paid at the sole unfettered discretion of the Sheriff.

- 1) A resident Deputy permanently assigned to residency post in the Covelo community, may request reimbursement for the rental or lease cost of housing within the (historic) Round Valley Judicial District for the first year of resident service in said District.
- 2) Reimbursement may not exceed Two Hundred Seventy Five Dollars (\$275.00) per Deputy per month. A receipt verifying the amount of the rental or lease expense must accompany requests for reimbursement under this bonus incentive program alternative.
- 3) The election of which program the employee desires to participate in, the bonus program or the bonus incentive housing reimbursement program, must occur within thirty (30) days of accepting assignment as a Covelo resident Deputy, and must be maintained for the balance of the first year of the resident service, or in respect to the housing reimbursement program, for the period of resident service if less than one year.

Because payment of any bonus and the amount to be paid is determined by the employer without prior promise or agreement, and therefore, the employee has no contract right, express or implied, to any bonus amount, the bonus amount shall not be included in any overtime computation.

## **10. Covelo/Coast Assignment Premium**

Effective the first full pay following ratification and approval any Mendocino County employee whose regular assignment is in the coastal region including Fort Bragg, Mendocino, Point Arena; or in Covelo, shall receive a 5% assignment premium. This premium shall also apply to employees temporarily assigned to these locations for one full pay period or a longer period of time. Employees temporarily assigned to these locations shall receive this premium only during the temporary assignment of one full pay period or more.

## **11. Work Out of Classification Pay**

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 stated 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 should not be greater than ten percent (10%) unless the assignment is greater than six (6) months. Upon the



authorization of the appropriate Department Head the salary may be adjusted another five percent (5%) after the initial six (6) months if the difference between the employee's previous pay range and the higher classification is greater than or equal to twenty percent (20%).

- B.** Temporary out of classification assignment: An employee shall receive a five percent (5%) pay increase who performs 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.
- C.** For the purpose of this policy, a higher classification shall mean a classification with a pay grade greater than the classification of the employee's current position.

During such assignments, and every four (4) to six (6) months the Director of Human Resources shall review all temporary assignments for appropriateness. Except in the case of extended illness of the incumbent of the position being covered, no such acting or temporary out of classification assignment shall last longer than one (1) year from the date of the initial assignment. If there is a need to exceed one (1) year, the Human Resources Director shall review assignment for appropriateness. Other compensation, normally associated with the higher classification, shall not be granted during any acting or temporary out of classification assignment.

## **12. Special Pay Compensation**

This section sets forth which premium or special compensation payments are included in calculating overtime and which premium, incentive or bonus pays are not included in determining overtime as follows:

### **A. Special Compensation Premium Pays**

Premium pays provided in this Memorandum of Understanding will be added to an employee's base hourly rate for computing overtime under this Memorandum of Understanding or any other differential, premium pay, or any other specialty pay unless specifically provided for in this MOU.

### **B. Specialist Premiums**

- 1) The County will provide specialist premium compensation to employees whom the Sheriff assigns to a specialized unit of duty from among those assignments listed below.
- 2) Animal Handler, Bilingual, Investigator, Resident Post and Training Officer are non-civil service job designations.

The following specialist premium pay shall be added to the employee's base hourly rate of pay for the purposes of calculating overtime for all hours worked:

- (a) Level I Pay is included in determining overtime according to all hours worked (includes regular hours worked and overtime):

- 1. Intermediate Peace Officer's Standards and Training (POST)



2. Advanced POST
  3. Longevity
  4. Resident Post Pay
  5. Animal Handler
  6. Bilingual
  7. Detective/Investigator
  8. Training Officer
  9. Bonus pays paid at the discretion of the department head
- Note: also see Covelo Resident Deputy Bonus Pay Program

### **13. Educational Incentive Premium Pay**

#### **A. Eligibility**

The classifications of Deputy Sheriff-Coroner I, Deputy Sheriff-Coroner II and Sheriff's Sergeant 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 the classifications of Deputy Sheriff-Coroner I, Deputy Sheriff-Coroner II, Corrections Deputy, Corrections Sergeant, or Sheriff's Sergeant with the Mendocino County Sheriff's Office 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 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 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 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 Sheriff's Office.

- 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 Sheriff's Professional Standards Unit for review.
- 4) The original application and its attachments shall be placed in the employee's personnel file maintained by the Sheriff's Office.
- 5) Educational Incentive Premium Pay will be effective in the first full pay period after all requirements are met and all required application documents have been completed by the employee and submitted in full to the Sheriff's Office.

The Parties agree that whether Education Incentive Pay is compensation earnable for retirement purposes is governed by MCERA Resolution 2018-01 and MCERA Resolution 2018-2.

### **E. Corrections Personnel, Dispatcher Classifications**

For Corrections Personnel and Dispatcher Classifications Educational Incentive premium as follows:



- 1) 3% upon completion of an AS/AA degree awarded by a community college, college or university accredited by a national or regional accrediting body recognized by the United States Department of Education.
- 2) An additional 2% (for a total of 5%) upon completion of a BS/BA degree 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) Application process as per D above.

#### **F. Training and/or Certification Criteria**

During the term of this MOU, the parties will meet to discuss the possibility of establishing training and/or certification criteria to serve as a basis for educational incentive compensation.

#### **14. Stand-By**

Stand-by shall be a flat rate pay of \$2.50 per hour for weekdays (Monday 6:00AM through Thursday 6:59 PM) and \$4.00 per hour for weekends and holidays (Friday 7:00PM through Monday at 5:59AM) and shall be assigned from the voluntary standby list. An employee who is on Stand-by shall not be eligible for minimum stand-by compensation if required to return to work, for hours worked, including minimum call back. Effective the first full pay period following ratification and approval.

The parties agree and understand that this provision for stand-by status is meant to comply with existing law, and is not meant to be full-time or regular work time as defined by FLSA. The parties further understand that Stand-by pay is administered within County budgetary constraints and intended to meet the departmental needs of the Sheriff's Office.

#### **15. Shift Differential**

Bargaining unit employees whose regularly assigned work schedule is the night shift shall be paid a night shift premium of \$2.00 per hour for work actually performed during the night shift. Night shift hours are determined by the Sheriff (currently includes shifts that begin at 3:00 PM or later.) Effective the first full pay period following ratification and approval.

### **ARTICLE 19. RETIREMENT CREDIT**

#### **1. Employee Contribution to Retirement**

Effective in the first full pay period in July 2015 the parties agree to eliminate the employer paid retirement subsidy. Bargaining unit members will pay their full share of the employee contribution to retirement.

#### **2. Sick Leave Credit**

Section 3.04.160 of the Mendocino County Code shall be amended to authorize credit upon retirement of one hundred percent (100%) of the unused sick leave for purposes of calculating length of service for the determination of retirement benefits.



### **3. Retirement Benefit**

Safety Retirement Classifications represented by the Association shall receive the following changes, corrections, and increases in retirement benefits as scheduled:

- A.** Effective the first full pay period in July 2005, the County implemented the formula in Government Code Section 31664.2 (the 3% at 55 safety retirement formula) for all DSA safety members, that are not defined as "new members" under the Public Employees' Pension Reformed Act (PEPRA).
- B.** Eligibility to receive this safety retirement enhancement of 3% at 55 is contingent on the employee being employed by Mendocino County on or hired after July 1, 2005 in a safety retirement eligible classification represented by a bargaining unit that has received this retirement enhancement benefit, however this formula shall not apply to persons who are defined as "new members" under PEPRA
- C.** The County will pay for past safety retirement service of the employee provided that this past employment occurred in the service of County of Mendocino in a classification that was receiving safety retirement at the time of the employee's service in that classification.
- D.** 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.
- E.** Effective the first full pay period in January 2003, the County adjusted the retirement contribution rates to reflect the Cost of Living Adjustments (COLA) as recommended by the Retirement System actuary which resulted in no sharing of COLA costs among general and safety members.
- F.** For safety employees defined as "new members" under PEPRA, the retirement formula will be the formula in Government Code Section 7522.25 (d) (the 2.7% at 57 safety retirement formula). "New members" will be subject to all PEPRA provisions.
- G.** The DSA agrees the County has the right to implement a new, lower tier retirement formula for employees hired after the effective date of the new tier. Prior to the County adopting a new lower tier retirement formula, the County and DSA will meet and discuss the benefit level(s) the County is considering.

## **ARTICLE 20. VACATION LEAVE**

### **1. Vacation Credit**

#### **A. Full-Time Employees.**

Every full-time employee of the county of Mendocino shall be credited with forty (40) hours of paid vacation upon the completion of thirteen (13) biweekly 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.

## **B. Part-Time Employees**

Every part-time employee holding a budgeted position which is compensated at a biweekly rate and who is employed a minimum of twenty (20) hours per week shall receive a portion of the vacation benefits as set forth in Subsection 1 above and Subsection 4(A) below in direct relation to the fixed percentage of full-time work to which the position is budgeted and allocated.

## **2. Service Calculation**

Each year of service shall consist of twenty-six (26) biweekly 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 for 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 two (2) working days in a pay period shall neither accrue vacation leave for that pay period nor have the pay period counted toward a year of service.

## **3. Vacation Accrual**

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.

### **A. During Sick Leave**

When an employee who is receiving paid sick leave reaches the maximum number of accrued vacation hours set forth in this section, 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 his/her physician stating that he/she 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 limits stated in this section. Any such excess vacation accrual not used shall be forfeit, 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 accruals will again be effective for the employee.

### **B. At 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, the accrual of paid vacation shall continue until paid sick leave has been exhausted.



### **C. Lay Off and 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 re-employed, shall accrue vacation benefits at the same rate that he/she accrued benefits 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.

### **4. Vacation Scheduling**

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 him/her in that year. 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 CEO or his/her designee, provided that the employee consents and the department head submits a request to the CEO or his/her designee prior to the date that the employee's accrued vacation leave reaches the maximum allowed in this Section. The amount of compensation paid to an employee shall be calculated at their current rate of pay.

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 his/her department and of the County service. Vacation may be allowed to a minimum of one (1) hour and to a maximum of the employee's accrual. The taking of split vacation, however, shall be discouraged except in cases where public service may be seriously impaired. Vacation leave accruing during the period of vacation may be taken in that time. No employee shall work for compensation for the County in any capacity during the period of his/her paid vacation from the County service.

### **5. Vacation Use**

The department head is required to allow, and each regular full-time or regular part-time employee is required to use, in each year, no less than one-half of the total vacation hours accrued by him/her in the previous year of service beginning with each employee's next vacation anniversary date.

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



## **6. 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. To be eligible for the annual vacation cash-out, the employee must submit an irrevocable election form no later than December 15th of each year to receive payment of accrued vacation in the following year. Vacation will be cashed out at the employee's hourly salary rate.

## **ARTICLE 21. VACATION REQUESTS**

Requests for vacation leave shall be solicited from the groups set forth herein below during the month of November, with the resulting vacation schedule for each respective group granted based upon legitimate operating needs and not unreasonably denied. Conflicts between vacation requests submitted in accordance with this section shall be resolved by department seniority.

- 1.** Deputy Sheriff/Coroner I & II
- 2.** Sheriff's Sergeant
- 3.** Corrections Deputy
- 4.** Corrections Sergeant
- 5.** Public Safety Dispatcher
- 6.** Public Safety Dispatcher Supervisor
- 7.** Marijuana Eradication Officer
- 8.** District Attorney Inspector
- 9.** Investigative Technician
- 10.** Sheriff's Evidence Technician
- 11.** Sheriff's Evidence Technician Supervisor
- 12.** Welfare Fraud Investigator I & II
- 13.** Supervising District Attorney Investigator

Bargaining unit employees who are in an acting assignment shall bid for vacation leave following the completion of bidding for unit members who are regularly assigned to the classification.

Notwithstanding the above, vacation requests submitted at times other than during the month of November shall be granted, or not granted, based upon legitimate operating needs and not unreasonably denied. If such request conflicts with that of a request scheduled in accordance with the provision above in this Section, no seniority privilege to resolve the conflict shall apply and the request scheduled in accordance with the above provisions shall stand.

Vacation may be allowed to a minimum of one (1) hour and to a maximum of the employee's accrual. The taking of split vacations, however, shall be discouraged except in cases where public service may be seriously impaired. Vacation leave accruing during the period of vacation may be



taken in that time. No employee shall work for the County in any capacity during the period of his/her paid vacation from the County service.

## **ARTICLE 22. SICK LEAVE**

### **1. Sick Leave Accrual**

Each regular full-time employee of the County of Mendocino shall be entitled to have accrued to his/her credit for future use 4.616 hours of paid sick leave per pay period, and every part-time employee holding a budgeted position who is paid at a biweekly rate of and who is employed a minimum of twenty (20) hours a week shall have accrued to his/her credit a portion of the sick leave benefits in direct relation to the fixed percentage of full-time work is budgeted and allocated. Such accrual of paid sick leave may be accumulated without limit.

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. Pay Period of Service**

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

### **3. Conditions for Allowance**

Sick leave with pay may be granted only for a bona fide illness or injury, exposure to contagious disease, or dental, eye or other physical, psychiatric or medical examination or treatment by a licensed practitioner. Leave provided for in this section is not to be used as a substitute for, or supplement to, vacations, holidays and days off. Such use by an employee shall be a ground for discharge from County employment. Claims, for sick leave shall be allowed only subject to the following conditions:

- A.** The applicant must notify his/her direct superior at the first reasonable opportunity of his/her illness.
- B.** If more than three (3) consecutive days of sick leave are claimed, the applicant must submit a statement from his/her physician to support his/her claim.
- C.** If claim is made for sick leave for any day of the week, the applicant may be required by his/her department head to submit a statement from his/her physician to support his/her claim. Said requirement must be communicated to said employee within three (3) days after said employee's return to work. If a physician's statement is required and the employee does not submit it to the department head within one (1) week after requested to do so, the department head shall notify the County Auditor and the Human Resources



Director for the purpose of having said employee's pay withheld for said day or days. The County Auditor shall withhold said pay accordingly.

- D.** Absences from work due to medical, vision, or dental appointments may be charged to sick leave or CTO, at the employee's option. Such usage shall require the prior approval of the department head.

#### **4. Denial of Application**

If an application for sick leave is denied, the subject absence shall be deemed to be leave without pay.

#### **5. On the Job Injury**

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

#### **6. Accruals During Layoff**

An employee who is laid off because a position is abolished or because of a 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 he/she return to work during the period provided for restoration or layoff re-employment.

#### **7. Use of 8 Hours of Sick Leave for Wellness Programs:**

- A.** 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 (approved by the MCWOW staff).
- B.** To use this sick leave the employee must have a balance of 40 hours of sick leave accrued at the time the leave is used to attend the Wellness program.
- C.** The accrual balance of 40 hours must have been generated by the employee, and may not be the result of donated sick leave hours or hours deposited by the catastrophic leave program. If the accrual balance contains donated sick or catastrophic leave hours, the employee must accrue the necessary 40 hours on his or her own, before the sick leave can be used for attending approved wellness programs.
- D.** The employee must have the prior approval of the employee's department head or his or her designated agent to attend the program.
- E.** The parties agree that a department head may not capriciously, arbitrarily, or consistently deny the use of said leave.

### **ARTICLE 23. BEREAVEMENT LEAVE**

In the event of the death of an immediate family member (defined as employee's spouse, domestic partner, child, stepchild, grandchild, parent, brother, sister, grandparent or spouses'/domestic partner's parent, grandparent, brother or sister) an employee may be allowed three (3) days of



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

An employee may use two (2) additional days of bereavement leave charged against sick leave, vacation or compensatory time off balance.

#### **ARTICLE 24. FAMILY SICK LEAVE**

An employee may use up to one half (0.5) of his/her annual sick leave accrual for the purpose of providing family care in compliance with State and Federal laws. The qualifying family members are parents, grandparents, children, spouse, domestic partner, and spouse/domestic partner's parents or grandparents.

To qualify for Family Care leave an employee must have 1) been employed by the County for at least twelve (12) months, 2) worked at least 1250 hours in the year preceding the start date of the leave and 3) be employed at a worksite where the employer employs at least 50 employees within a 75 mile radius.

A qualifying employee may take up to 12 weeks of unpaid leave per year for the birth or adoption of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition.

During the period of Family Care Leave, the County shall maintain the employee's health insurance at the pre-leave level. Should an employee not return to County employment after the Family Care Leave, the employee shall reimburse the County for the health insurance premiums paid. The only exception to this shall be if the return to work is a result of continuation, recurrence or onset of a serious health condition or other circumstance beyond the employee's control (as per the Family and Medical Leave Act of 1993, Title 29, Part 825 CFR).



## **ARTICLE 25. HOLIDAYS**

### **1. Paid Holidays**

|                                     |  |
|-------------------------------------|--|
| January 1                           | New Year's Day                         |
| 3 <sup>RD</sup> Monday in January   | Dr. Martin Luther King, Jr.'s Birthday |
| 3 <sup>rd</sup> Monday in February  | Washington's Birthday                  |
| Last Monday in May                  | Memorial Day                           |
| July 4                              | Independence Day                       |
| 1 <sup>st</sup> Monday in September | Labor Day                              |
| 2 <sup>nd</sup> Monday in October   | Indigenous People's Day                |
| November 11                         | Veterans' Day                          |
| 4 <sup>th</sup> Friday in November  | Thanksgiving Day                       |
|                                     | Day following Thanksgiving Day         |
| December 25                         | Christmas Day                          |

The Association and the County have agreed to eliminate the eleven holidays above and created a Holiday Leave Bank of ninety-eight (98) hours for full-time equivalent employees (FTE). The hours added to the Bank annually shall be as follows:

- In the last pay period in December that does not contain January 1, forty-four (44) hours
- In the pay period containing July 1, fifty-four (54) hours

An employee may choose to utilize hours from the Holiday Bank in the same manner under the same restrictions as CTO or vacation leave. An employee who takes off one of the eleven (11) days listed above which is a regularly scheduled workday, shall have that time deducted from the Holiday Leave Bank.

Unused leave hours remaining in the Bank shall be paid in pay period twelve (12) and the first pay period in December. An employee may choose to have the time accrued to their CTO Bank following established departmental guidelines.

Should an employee leave County service having used hours in the holiday leave bank for holidays that are yet to occur, the County shall, on the employee's separation check, make any necessary adjustments to recoup the used, but unearned, hours.

### **2. Holiday Pay**

A regular full-time employee who is required to and does work on a paid holiday or whose regular day off falls on a paid holiday shall, in addition to regular pay, be paid or granted compensatory time off, as specified in Section 3.04.200 of the Personnel and Salary Ordinance. A part-time employee occupying a regularly budgeted part-time position and who is paid at a biweekly rate of pay shall continue to receive his/her regular pay for the designated holiday. If required to work on a holiday, the provisions of Section 3.04.200, *infra*, shall be applied in direct relation to the total work week of the regular part-time position.



### **3. Personal Leave**

- A.** Employees represented by the Association shall receive, upon completion of probation, twenty-four (24) hours of personal leave. These leave hours must be used before the pay period which contains January 1. Those hours not used shall be eliminated and a new twenty-four (24) hour bank will be added in the pay period containing January 1.
- B.** The employees eligible for the provisions of this section are regular full-time or regular part-time employees who have completed six (6) months of County service and are employed in a classification represented by the Association.

### **ARTICLE 26. DECLARED DAY OF THANKSGIVING OR MOURNING**

Thanksgiving Day is a holiday. But also, any day formally appointed by the President or the Governor as a holiday, day of thanksgiving, or of public mourning shall be considered a County paid holiday only if the Board of Supervisors formally declare it to be a paid holiday.

### **ARTICLE 27. MILITARY DUTY**

Military leave shall be granted consistent with applicable mandatory provisions of law.

While an employee is on authorized military leave consistent with applicable mandatory provisions of law he/she shall be entitled to continuance of County health benefits (e.g., major medical, dental and vision) for sixty (60) days from the date the employee leaves County employment for active duty. The employee shall still be responsible for payment of his/her share of the monthly insurance premium, based on the type of coverage selected. At the end of sixty (60) days County medical coverage will cease in lieu of military benefits the employee is entitled to, for self and dependents.

While an employee is on authorized military leave consistent with applicable mandatory provisions of law the County shall continue to pay the employee in an amount equal to the difference between the employee's base hourly rate with Mendocino County and the amount earned from the military, including all special pays and incentives the employee may receive. The County will continue to pay the employee under this formula for up to one (1) year from the date the employee leaves County employment for active duty.

### **ARTICLE 28. JURY DUTY**

Any employee summoned for jury duty shall be entitled to leave of absence with full pay for such period of time as he/she may be required to attend the court in response to such summons. The employee may retain such payment as may be allowed him/her for travel, lodging, and meal expenses, but, as a condition of entitlement to court leave, he/she shall make payable to the County of Mendocino any and all fees which he/she may receive as payment for his/her services as a juror.

### **ARTICLE 29. UNIFORM ALLOWANCE AND REPLACEMENT**

Those employees that are required to wear and maintain a uniform shall receive a uniform allowance of Five Hundred Dollars (\$500.00) twice per year, paid in the pay period containing



November 30 and the pay period containing June 1. Employees eligible for uniform allowance will continue to receive quarterly payments for the duration of 2019. The biannual payments go into effect January 1, 2020. In addition, the Department will replace protective vests within five (5) years of initial use.

It is understood that this allowance is to be applied to all uniforms and equipment maintenance expenses and replacement of uniforms due to normal wear.

The county agrees to reimburse for uniforms and uniform equipment of employees represented by the Association that are damaged or stolen, during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform and/or uniform equipment. Reimbursement shall be based upon the residual value of the item, based upon its current cost.

Such reimbursement shall be made within thirty (30) calendar days from the date of submission of the claim and related required reports to the Department. Failure of the Department to deny a claim in writing within thirty (30) calendar days will result in a determination that the claim is accepted and shall be paid. Uniform and uniform equipment to be carried is defined as said equipment or uniform authorized by the Sheriff or his/her designee.

If the Department denies the claim, at the Association's member's request, a Special Board will be convened of one representative from the Sheriff's Office, one from the Association, and any one member of the County Civil Service Commission that both parties agree to as the third member. If no agreement is possible between the Association and the Sheriff's Office representatives as to a third party, the third party will be selected by placing the names of the Commission in a container and selecting a name at random without viewing contents of the container; said person shall act as the chairperson of the Board.

The decision of this Board shall be final.

### **SWAT TEAM EQUIPMENT**

Upon approval of the Sheriff, the County agrees to reimburse assigned SWAT Team members, who have served at least one (1) year on the SWAT Team, up to Five Hundred Dollars (\$500.00) for approved SWAT Team equipment.

### **UNIFORM REIMBURSEMENT**

The County agrees to reimburse with receipts provided, or purchase on behalf of D.A. Investigators, Welfare Fraud Investigators, Sheriff's Evidence Technician and Sheriff's Evidence Unit Supervisor up to Five Hundred Dollars (\$500.00) annually for uniforms.

### **ARTICLE 30. MEAL AND MILEAGE REIMBURSEMENT**

The County Travel Policy provides a mechanism for employees traveling on County Business to obtain reimbursement for meals and mileage. Depending on the nature of the travel, reimbursement may also be available from non-County funds such as POST, the California Standards Authority (formerly known as STC), and other state or federal agencies, and in some cases private enterprise.



The reimbursement for meals are in accordance with County Policy #18.:

Mileage reimbursement for employees' using their personal vehicles on County business will be paid at the then current IRS rate during the term of this Document.

If POST or the Corrections Standards Authority (CSA), reimburses the County for meals, mileage and lodging expenses incurred, the employee will be reimbursed at the POST or CSA reimbursement rate(s) for such expense(s): notwithstanding the fact that such expense reimbursement(s) may exceed County meal and mileage reimbursement amounts.

Any officer who must appear in a court outside of that Officer's regular assigned Judicial district and uses his/her private vehicle for transportation shall be reimbursed for mileage at the rate specified in paragraph 2 above.

## **ARTICLE 31. LAYOFF**

Employees shall be subject to layoff whenever their positions are abolished or whenever necessary because of lack of work or lack of funds.

### **1. Voluntary Layoffs**

In the event of a mandatory layoff authorized by the Board of Supervisors and announced by the Human Resources Director, a more senior, permanent employee with more seniority may elect layoff to the extent of displacing a more junior employee with less seniority. Such senior employee must be in permanent status and employed in the department that is conducting the layoff. Upon announcement, the HR Director will provide to DSA, a seniority list and approximate number of employees in each classification that will be affected by the layoff. Employee requests must be made by fully filling out and signing the County layoff form and by submitting this form to the department head or the department head designee. The department head and the HR Director have final approval authority on a case by case basis, without regard to seniority or outcome for persons in the same classification.

Upon the request being accepted the employee may not withdraw the request and must proceed to be laid off. The employee who volunteers shall not have bumping or seniority rights in regard to the voluntary layoff being conducted. Upon layoff the employee is subject to all rights and procedures as are applied to employees who are laid off from County service. Seniority will remain intact in regard to all purposes including restoration.

When an Official announcement regarding layoff is made by the HR Director all employees in the department conducting the layoff shall be notified in writing and allowed one (1) week to submit the County layoff form.

### **2. Involuntary Layoff Language**

In the event of an involuntary layoff, the Board of Supervisors declares that it will provide the following to employees that are laid off:

**A.** 30 day notice during which the employee works;



- B.** Reasonable paid release time to attend interviews and other activities in regards to seeking alternative employment;
- C.** Notice of Civil Service rights and accruals such as vacation.

The County will provide job placement services to the laid off employee in the form of interviews to determine eligibility for other County job openings.

### **3. Order of Layoff**

Whenever it is necessary to lay off one or more employees in a department in which there is more than one employee in the class in which the layoff is necessary, employees shall be laid off in the following order:

- A.** Temporary, provisional, and extra-help employees.
- B.** Probationary employees.
- C.** Permanent part-time employees.
- D.** Permanent full-time employees and permanent part-time employees who are part-time because of the operation of Reduction of Hours Section of this Article.

Within the categories set forth in the paragraph above, no employee shall be laid off until those employees in the same class in the same department with less total service in the class in that department have been laid off. If an employee has terminated from County employment, periods of service prior to such termination shall not be counted towards determining total service.

If the calculation of service between two or more employees produces a tie in the length of service, the order of layoff shall be determined as follows:

- A.** The employee with the least amount of total service in the department will be laid off or displaced first.
- B.** If a tie still exists, the employee with the least amount of total service in the County will be laid off or displaced.
- C.** If the tie still exists, the involved employee shall compete in an examination to be conducted in the same manner as would be used to fill the position if it were vacant, except that if a written exam is used there shall be no oral exam unless it is necessary to break a tie on the written exam.

### **4. Displacement**

If an employee who is laid off has greater total service in the department than another employee in the same department in a class with the same or lower salary allocation and in which he/she previously had permanent or probationary status, the employee with the least total service shall be displaced by the senior employee and shall be laid off.

An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.



Should an employee have the right to displace in more than one class, he/she shall first displace in the class with the highest salary allocation.

After all displacement procedures have been utilized within the department in which the initial layoff occurs, the employee who is finally laid off may displace the employee with the least length of service with the County in the same job classification as that currently held by the displacing employee. Such displacement may occur in any County department in which the employee with the least length of service is employed. Length of service shall be calculated as provided in Civil Service Rule XII, Section 7,D.

## **5. Restoration**

Each person who has been laid off or displaced from a position in which he/she had permanent status shall, in writing, be offered restoration to a position in the same classification in the same department from which he/she is laid off, should a position in the same classification in the same department become available or should the necessity for layoff or displacement cease to exist, within one (1) year after the date he/she is laid off or displaced. He/she must accept restoration within one (1) week after receipt of the offer of restoration and must be available to begin work within three (3) weeks after receipt of the offer, or within any longer period set forth in the offer. Should he/she not accept the offer or not be available to begin work within the times required by this rule, he/she shall be declared unavailable and shall forfeit his/her right to restoration unless further offer of restoration is granted by the Civil Service Commission.

Whenever more than one person has been laid off and/or displaced in the same class in the same department, the order of restoration shall be in the reverse order of layoff.

Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration; the position may be filled as otherwise provided by these rules for appointment to a vacant position.

A person who is unavailable for restoration may, within two (2) weeks after he/she is declared unavailable, request in writing to the Civil Service Commission that he/she be considered for further offer of restoration, should such occur within one (1) year after layoff or displacement. His/her request shall contain a full explanation of the reason for his/her unavailability. At the next meeting of the Commission, the Commission shall either grant or deny further offer to restoration. The Commission may specify conditions under which further offer to restoration may be granted.

## **6. Calculating Service**

Service means employment by the County, whether with or without pay status. The length of service may be calculated by counting calendar days except for:

- A.** Permanent part-time employees, whose service shall be counted in calendar days in proportion to the fixed percentage of full-time work to which his/her position is budgeted and allocated.
- B.** Extra-help, whose service shall be counted in actual hours worked.



Calculation of length of service in a particular status or classification shall be counted from the first working day of that employee.

Length of service shall be calculated in order to ascertain the following: service in a class, service in a department, service in a class in a department, service in a status, service with the County, service for reasons of displacement (under Rule XII,7,B), or for such other purpose as may be required by these rules.

If an employee has terminated from County employment, periods of service prior to such termination shall not be counted towards calculating length of service; however, interruption of service in a class as a result of layoff, promotion, demotion, probationary status, temporary or provisional assignment in another class, or retirement for service connected or non-service connected disability for which the retirement allowance is subsequently canceled by the Retirement Board because the disability no longer exists, shall not constitute a break in service in calculating such service.

## **7. Reduction in Hours**

Whenever a layoff due to financial restraints should otherwise be necessary in a department, any regular full-time or part-time employee may, with the approval of the department head, voluntarily consent to a reduction in hours in place of such layoff. Under such circumstances, the following shall apply:

- A.** For the purposes of layoff and displacement a full-time employee shall retain length of service in his/her classification just as if he/she were employed on a full-time basis.
- B.** A regular part-time employee shall have his/her length of service calculated at the same fixed percentage of full-time work as actually worked prior to the reduction in hours.

Such schedule or reduced hours shall be for a minimum period of time set by the department head. Should he/she determine that department operations so require, he/she may recall the employee to his/her former status, even should such action result in layoffs. The employee may not unilaterally return to his/her former status in the former position until the end of the minimum period.

At the conclusion of the minimum period the employee and the department head shall either agree to extend the period, or the employee voluntarily working reduced hours shall be restored to his/her former regular full-time or part-time employment. He/she must be available to resume his/her restored hours within two weeks of a written notice of restoration or he/she shall be declared unavailable and shall be terminated.

If, while assigned to a schedule of reduced hours, an employee is requested to work additional hours for temporary periods, such time worked will not be seen as full or partial restoration to former regular employment.



## **ARTICLE 32. VOLUNTARY DEMOTION**

The parties agree that the salary provisions of the County Code governing voluntary demotions will be amended so that employees who voluntarily take a demotion shall receive the same salary compensation set in the Code for employees taking an involuntary demotion.

## **ARTICLE 33. RULE OF THREE**

This Article applies to promotional recruitments only. Certification from open recruitment eligibility lists shall be governed by Civil Service Rule VII, Section 2 A through C.

### **1. Eligibility List for Promotion**

For the purpose of promotions, the County eligibility list shall be governed by the Rule of Three (3). If an eligible candidate is passed in favor of a candidate lower on the eligibility list more than one time, such employee is entitled to a written statement giving the reason for being passed over. The Rule of Three shall be modified to the Rule of Five for all lists that exceed fifteen (15) applicants. In the event that a list initially exceeds fifteen (15) applicants but subsequently falls below sixteen (16) applicants, the Rule of Five will be replaced by the Rule of Three.

All promotional examinations for DSA represented classifications will be conducted by the Human Resources Department.

### **2. Certification of Promotional Candidates**

Upon receipt of a request for promotional certification, the County Human Resources Director shall as soon as practicable, certify to the appointing authority a list of names of the three candidates having the highest scores on the employment register for the class. Should the list of qualified applicants exceed fifteen the Rule of Five (5) shall apply. The Human Resources Director shall also furnish the appointing authority with the application and other pertinent records of each candidate.

### **3. Appeals**

The appeal process for promotional examinations will be followed in accordance with Civil Service Rule 5, Section 5.D.

**A.** Unless otherwise provided herein, any candidate who competes in an examination may appeal the examination results to the County Director of Human Resources on any of the following grounds:

- 1) Erroneous scoring of examination, defined as a computational error in calculating a candidate's final score in an examination process, or the erroneous assignment of a candidate's standing on an employment list.
- 2) Unfair or improper conduct of examination, define as a departure from the announced selection process for the position or any deviation from the Conduct of Examinations, as prescribed in Rule V, Section 3, which has adversely affected the final score and standing of any candidate or group of candidates.



3) Fraud, bias, or error in rating resulting from oral, unassembled, performance, physical or medical examination.

- B.** Any such appeal shall be made in writing and shall state the specific nature of the appeal, as prescribed in Rule V, Section 5.D.1; the item or incident to which it refers, and the reasons why the candidate believes the appeal should be granted. The appeal shall be delivered or postmarked no later than seven calendar days after the date of notice of examination results to candidates by the Human Resources Director.. Incomplete appeals and late appeals will not be accepted. Receipt of an examination appeal does not delay the establishment of an eligibility list or the subsequent steps in the selection process, up to and including hiring.
- C.** The Human Resources Director shall investigate each appeal and shall grant or deny the appeal and inform the appellant in writing no later than fourteen (14) calendar days after the appeal was filed.
- D.** If the appeal is not granted by the Human Resources Director, the appellant may further appeal such decision by filing a written appeal to the Civil Service Commission. Such appeal must be submitted to the Commission (c/o the Human Resources Department) within seven (7) calendar days of the written notice of the Human Resources Director's denial. The appeal must cite the specific basis for the appeal, as prescribe in Rule V, Section 5.D.1. The Commission shall hear the facts involved and shall grant or deny the appeal at its next regular meeting. When appropriate, the Commission may also receive or request recommendation from the author of the examination. Appeals received less than seven (7) calendar days prior to the next regular meeting may be held until such meeting that the appeal may be place on the agenda.

When an appeal is granted, all records resulting from the examination shall show each candidate as having the same standing that the candidate would have if the appeal had been granted at the time the examination was scored. Then granting such appeal results in a change to a corresponding eligibility list, the list will be corrected in accordance with Rule VI, Section 10.

#### **ARTICLE 34. PERFORMANCE EVALUATION**

The County agrees to use the Performance Evaluation Form that was jointly developed. This evaluation form shall be used for all performance evaluations, said evaluation shall be considered, at least in part, for future promotions.

Subsequent to the establishment of this system, the parties agree to establish extremely restrictive guidelines that will allow a department head to request, and the Board of Supervisors to approve, a one or two step increase for an employee who is of outstanding merit.

The performance evaluations produced from the system mentioned above will service as, at least part of, the future promotional guidelines to be established.



## **1. Merit Increase**

Upon progress and productivity, employees shall be considered for increase from one step in the salary range to the next step in the salary range until the employee has reached the top step of the pay scale for their job classification.

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.

Step 1 shall be paid upon initial employment except when a higher step in a salary range is authorized under Section 3.04.060(C), of Mendocino County Code.

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.

Nothing in this section should be construed to prevent any pay for performance strategies.

## **2. 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.

## **3. 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.

- A.** The department head shall notify the affected employee and the Human Resources Director of the decision to deny a merit increase.
- B.** 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.



- C.** Denial of a merit increase must be supported by a performance evaluation and include a corrective action plan.
- D.** 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.
- E.** 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.
  - 1) During this meeting the employee has a right to discuss the merit increase denial, his or her evaluation, and the department's corrective plan.
  - 2) The employee may have a representative present during this meeting.
  - 3) 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.

## **ARTICLE 35. STANDBY EMERGENCY**

The County shall not schedule an employee for standby duty except for an emergency. Should the Sheriff or designee find it necessary to schedule standby, as defined under this section, the employee so assigned shall be compensated at time and one half (1½).

An emergency is defined as any natural or man-made disaster affecting the need for law enforcement services to the community or an unscheduled, unplanned, sudden need to increase the level of service to the community.

## **ARTICLE 36. ACCESS TO COUNTY POLICIES, RULES AND REGULATIONS**

The County agrees to maintain and make available, and keep up-to-date, a copy of the County Employer-Employee Relations Policy, the Civil Service Rule, the Mendocino County Code Sections relative to the Civil Service (Chapter 3.16 as of July 1, 1980) and Personnel and Salary (Chapter 3.04, as of July 1, 1980), in the offices in Ukiah, Fort Bragg, and Willits.

The County also agrees to provide to the Association four (4) copies of this MOU. The County also agrees to make available to all employees on the County's website or via hardcopy copies of all department-specific policies and procedures.

## **ARTICLE 37. ASSIGNMENT AND TRANSFER**

The purpose of this article is to establish a system which will provide an efficient, equitable means of assignment and transfer.

The Department policy requires that all assignments and transfers will normally be for a minimum of two years. Circumstances may require a variance of the time span. Assignments and transfers shall



be determined by departmental needs, past performance and present abilities. Assignments are defined as, but not limited to:

- Training Officer
- Investigator/Detective
- Animal Handler
- Resident Deputy
- Inmate Transportation
- Inmate Classification
- Work Release
- OES Sergeant
- Chief Deputy Coroner
- Courts Supervisor
- Animal control Supervisor

In the event of an assignment or transfer, the following procedures will apply:

1. When there is a present or anticipated vacancy a Notice of Vacancy shall be posted with each area office and resident post.
2. Any employee who wishes to be considered for the vacant position shall file a written request to the Sheriff through official channels.
3. The requesting employee's immediate supervisor shall attach to the request in writing a narrative evaluation of the employee's performance and capabilities. Each subsequent supervisor in the chain of command shall also attach to the request a written narrative evaluation.
4. The transfer requests will be considered on the basis of departmental and personnel needs in conjunction with the evaluations, seniority, education, specialized training and prior work experience in the equivalent position.
5. After all transfer requests have been considered, all remaining vacancies may be filled by new employees. New employees will receive a minimum of two weeks orientation and training prior to permanent assignment.

Transfers and assignments shall follow the procedure as outlined in the Sheriff's Office General Order 210.

Any employee wishing to know why he/she was not chosen for an assignment or transfer has the right to a personal audience with the Sheriff to discuss the reasons for not selecting that employee.

## **ARTICLE 38. SAFETY EQUIPMENT**

The following safety equipment shall be provided at the request of the deputy sheriff or sergeant for on-duty use:



- Weapon
- Ammunition
- Chemical agent
- Rain gear
- Protective vest (to be replaced within five (5) years of initial use)
- Hand cuff case
- Hand cuffs
- Utility belt
- Holster
- Ammunition pouch
- Chemical agent holder
- Night stick ring
- One flashlight and charging unit

The County agrees to provide two flashlights for use in each of the four (4) jail sections.

### **ARTICLE 39. STAFFING LEVEL**

It is agreed that the staffing level of the Sheriff's Department will be determined by the County considering employee safety and workload.

### **ARTICLE 40. FULL AND FAITHFUL PERFORMANCE**

1. The Association agrees that for the term of this MOU and the period of time necessary for the meet-and-confer process to conclude a successor agreement to this MOU, neither DSA, nor any person acting officially on its behalf, will cause, authorize, engage in, or sanction any strike, sick-in, work stoppage, slow down, picketing other than informational picketing on the employee's own time, concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another labor organization or meet-and-confer unit to engage in or honor such activities, or any activity by any other euphemism known which results in less than a full and faithful performance of any duties of employment.
2. Each employee in a classification for which the Association claims representation rights agrees that for the term of this MOU and the period of time necessary for the meet and confer process to conclude a successor agreement to this MOU, he or she will not cause, authorize, engage in, or sanction a strike, sick-in work stoppage, slow down, picketing other than informational on the employees own time, concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another labor organization or meet-and-confer unit to engage in or honor such activities, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.
3. If the County has cause to believe that an employee has engaged in any activity which violates Paragraph 2 above, the employee shall be subject to disciplinary action up to and including discharge from County service.
4. The County agrees it shall not, during the term of this MOU, lock out any employee represented by the Association, or require any employee represented by the Association to work out-of-class during any action by another representative unit engaging in activities described in 1 above.



5. The County and the Association recognize their duty and obligation to comply with the provisions of the MOU and to make every effort toward fully and faithfully carrying out each provision.

#### **ARTICLE 41. IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

The County agrees to implement this MOU pursuant to Article 43 TERM OF AGREEMENT. Grievances alleging non-implementation of this MOU pertaining to matters over which the Sheriff has authority, may be appealed directly to the Sheriff as per Article 8, 5.C.

Grievances alleging non-implementation of this MOU pertaining to matters over which the Sheriff's Office has no authority, may be appealed directly to the County Grievance Committee.

#### **ARTICLE 42. TERM OF AGREEMENT**

The term of this agreement shall commence on July 1, 2019 and continue in full force and effect through June 30, 2022. In the event agreement on a successor Memorandum of Understanding (MOU) is not reached prior to June 30, 2022 all terms and conditions of this agreement shall remain in full force and effect until agreement is reached on a successor MOU.

Except as specifically provided in this MOU that a particular Article or subsection is effective on a different date, all other provisions of this MOU are effective upon the date of DSA ratification and County approval of the MOU; whichever date occurs last.

The undersigned representatives of the County of Mendocino and the Mendocino County Deputy Sheriff's Association (DSA) having met and conferred in good faith, have reached agreement on the terms contained herein and mutually agree to recommend to the Board of Supervisors of the County of Mendocino and to DSA that the terms of this Agreement be adopted.



COUNTY OF MENDOCINO

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

By: Lisa Charbonneau  
LISA CHARBONNEAU  
Chief Labor Negotiator, Mendocino  
County

By: Cherie Johnson  
CHERIE JOHNSON, Interim Human  
Resources Director

COUNTY OF MENDOCINO

By: Carre Brown  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS OCT 24 2019

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

Karla Vant Hagen  
Deputy

By: Karla Vant Hagen  
OCT 24 2019

Mendocino County Deputy Sheriffs'  
Association

By: Shaun Du Fosse  
SHAUN DU FOSEE, Chief Labor  
Negotiator, DSA

By: Andy Alvarado  
ANDY ALVARADO  
Negotiation Team Member

By: Zohar Zaied  
ZOHAR ZAIED  
Negotiation Team Member

By: Jenna Johnston  
JENNA JOHNSTON  
Negotiation Team Member

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: Karla Vant Hagen  
Deputy

OCT 24 2019



COUNTY OF MENDOCINO

By: \_\_\_\_\_  
CARMEL J. ANGELO, Chief  
Executive Officer

By: \_\_\_\_\_  
LISA CHARBONNEAU  
Chief Labor Negotiator, Mendocino  
County

By: \_\_\_\_\_  
CHERIE JOHNSON, Interim Human  
Resources Director

COUNTY OF MENDOCINO

By: \_\_\_\_\_  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS

ATTEST: CARMEL J. ANGELO  
Clerk of the Board

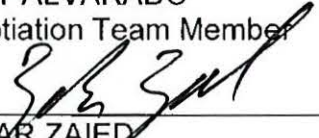
Deputy \_\_\_\_\_

By: \_\_\_\_\_

Mendocino County Deputy Sheriffs'  
Association

By:   
SHAUN DU FOSEE, Chief Labor  
Negotiator, DSA

By:   
ANDY ALVARADO  
Negotiation Team Member

By:   
ZOHAR ZAIED  
Negotiation Team Member

By:   
JENNA JOHNSTON  
Negotiation Team Member

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