Attachment A
BOS Agreement # 19-248

COUNTY OF MENDOCINO

and

MENDOCINO COUNTY MANAGEMENT ASSOCIATION

MEMORANDUM
of
UNDERSTANDING

October 1, 2019 – September 30, 2022

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PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING, hereafter referred to as the "Memorandum of Understanding", "MOU" or "Agreement" is entered into by the Mendocino County Board of Supervisors, hereafter referred to as "the County", and the Mendocino County Management Association, hereafter referred to as "the Management Association".

Modifications to existing wages, hours and conditions of employment set forth below have been agreed to by the signatories to this Memorandum of Understanding for implementation for all employees represented by the Management Association. This Memorandum of Understanding shall remain in full force and effect upon the ratification by members of the Association and approval of the County Board of Supervisors.

1. RECOGNITION

1.1 Recognized Employee Organization
The County recognizes the Management Association as the recognized employee organization representing those classifications listed in Exhibit A; as added to, or subtracted from by formal action of the Board of Supervisors creating or abolishing classifications.

1.2 Management Association Classifications
Those classifications which consist of non-confidential employees who meet the following criteria for management employees shall be assigned to the Association:

A. Any civil service employee having significant responsibilities for formulating and administering County policies and programs,

B. Any civil service employee having authority to exercise independent judgment and effectively recommend the hiring, transferring, suspending , promoting, discharging, assigning, rewarding, or disciplining of other employees, or having the responsibility to direct them or adjust their grievances.

1.3 Assignment of Management Unit Classifications
Before any position is assigned to the Association, a salary survey and proposed specification will be submitted to the Management Association for review.

2. NO DISCRIMINATION

The County and the Management Association agree that there shall be no discrimination because of any legally protected class including but not limited to race, color, religious creed, national origin, gender, disability, sexual orientation, or legitimate Management Association activity against any employee.

3. ASSOCIATION SECURITY

3.1 Notice of Recognized Association
The County shall provide a written notice to persons newly employed in the Unit that the Management Association is the exclusive bargaining representative for the employees' unit and classification; and the County shall also notify the employee that a current copy of the MOU can be obtained from the County Human Resources website under Labor Contracts.

3.2 Meet and Confer Release Time
Up to three (3) members of the Management Association are entitled to paid release time during normal work hours when formally meeting and conferring with County representatives on matters within the scope of representation.

3.3 Dues Deductions
Should the Management Association request dues deductions commence for those Association members who have authorized such deductions be made, the parties agree to meet and discuss how such dues deductions shall be implemented, as well as an appropriate indemnification clause by the Management Association for the County.

3.4 Notice of New Employees
The County shall provide the Management Association Chair with the names, departments and job title of newly hired or promoted employees assigned to the Management Association on a monthly basis.

4. PROBATIONARY PERIODS and EVALUATIONS

4.1 Probationary Period

A. New Hires and Promotional Employees
There shall be a twelve (12) month probationary period for all employees who are newly hired or promoted into a classification represented by the Management Association.

B. Lateral Transfers
There shall be a six (6) month probationary period for all employees laterally transferring between departments within classifications designated or represented by the Association.

4.2 Evaluations
There shall be, at a minimum, a five (5) month and eleven (11) month review and evaluation. Additional evaluations may occur.

5. COMPENSATION

5.1 Salary Ranges

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

   Bargaining unit employees who are more than 10% behind market as specified by the current Koff study dated April 25, 2019, will also receive a market adjustment to bring the classification and linked classifications to within 40% of 90% of the market.

   Classifications in budget units 0327, 5010 and 5020 (and do not exist in other budget units) who are more than 5% behind market as specified by the

current Koff study will also receive a market adjustment to bring the classification and linked classifications to within 40% of 95% of the market.

The Alternate Defender shall receive a market adjustment salary increase of 10.72% to achieve parity with the Mendocino County Public Attorneys Association.

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

Bargaining unit employees who are more than 10% behind market as specified by the current Koff study dated April 25, 2019, will also receive a market adjustment to bring the classification and linked classifications an additional 30% towards 90% of the market.

Classifications in budget units 0327, 5010 and 5020 (and do not exist in other budget units) who are more than 5% behind market as the current Koff study will also receive a market adjustment to bring the classification and linked classifications to within 30% of 95% of the market.

The Alternate Defender shall receive a market adjustment salary increase of 8.04% to achieve parity with the Mendocino County Public Attorneys Association.

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

Bargaining unit employees who are more than 10% behind market as specified by the current Koff study dated April 25, 2019, will also receive a market adjustment to bring the classification and linked classifications an additional 30% towards 90% of the market.

Classifications in budget units 0327, 5010 and 5020 (and do not exist in other budget units) who are more than 5% behind market as specified by the current Koff study will also receive a market adjustment to bring the classification and linked classifications to within 30% of 95% of the market.

The Alternate Defender shall receive a market adjustment salary increase of 8.04% to achieve parity with the Mendocino County Public Attorneys Association.

Market adjustments are applied before COLA increases.

5.2 Minimum Starting Salary

Except as provided in other sections of this MOU, the starting salary for a new employee in a Management Association classification shall be the minimum salary for the class to which the employee is appointed. In accordance with the County Salary Code, the County CEO may approve a starting salary which is more than the minimum salary for the classification to which the employee is appointed.

5.3 Salary Anniversary Date Adjustment

Regular and probationary employees serving in established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary range for their respective classes. The criterion for advancement from one step to the next is a satisfactory performance evaluation.

Each employee shall be considered for salary step increases according to the date of that employee's appointment, or his/her revised salary anniversary date.

5.4. Classification Salary Range Increase
In the event the schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range. Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

5.5 Salary Step After Promotion or Demotion
When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving salary equal to, or greater than, the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is at least five percent (5%) above the rate the employee has been receiving, except that the next step shall not exceed the maximum salary of the higher class.

Employees who voluntarily take a demotion shall receive the same salary compensation set in the County Code for employees taking an involuntary demotion.

5.6 Salary on Transfer
An employee who is transferred to a position in a class with the same starting salary shall be paid at his/her present rate, or at the next higher rate in case there is not exact conformity between the two (2) corresponding rates in the salary ranges of the classes.

5.7 Salary on Reinstatement
If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, the employee's salary shall not be higher than his/her salary at the time of his/her separation unless there has been an increase within the salary range.

5.8 Longevity
Effective beginning in the first full pay period of November 2017:

- After completion of seven (7) years of continuous County employment a 2.5% wage increase
- After completion of ten (10) years of continuous County employment a 2.5% wage increase
- After completion of fifteen (15) years of continuous County employment a 2.5% wage increase

For a total wage increase of 7.5%

5.9 Salary Disparity
Should any employee in a classification represented by the Management Association have a lower top step salary than a classification the employee directly supervises, the County and Management Association representatives shall meet, upon the request of the Management Association, to discuss the issue and potential solutions to address the problem.

5.10 Flex Time Off (FTO)
Employees represented by Management Association are exempt under the Fair Labor Standards Act and are therefore not entitled to overtime pay or compensatory time off in lieu

of overtime. Flexible time off (FTO), computed at the direct rate of one times the hours worked beyond the regular forty (40) hours per week by Exempt service employees, may be accumulated to a maximum of eighty (80) hours. Accumulated FTO hours may be taken by an employee as time off with pay upon the request of the employee and approval of the appointing authority. Accumulated FTO hours shall not be paid at any time. The choice of using Flexible Time Off, Vacation Leave, or Management/Personal Leave for an approved absence from work is at the election of the employee.

5.11 Bilingual Pay Premiums

A. When a department head designates a position within the bargaining unit, which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the Department Head and the Human Resource Director. Thereafter, the employee shall be entitled to the payment of Fifty Dollars ($50.00) per pay period. Use of bilingual skills shall include time spent translating, answering phone calls, doing research and speaking with or writing to clients in a language other than English.

B. When the County designates a position within the bargaining unit, which requires bilingual skills on the average of less than ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the Human Resources Director. Thereafter, the employee shall be entitled to the payment of Twenty-Four Dollars ($24.00) per pay period. Use of bilingual skills shall include time spent translating, answering phone calls, doing research and speaking with or writing to clients in a language other than English.

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

5.12 Coast/Covelo Assignment Premium

Effective with the ratification and approval by the Board of Supervisors 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.

6. BENEFITS

6.1 Medical Health Insurance

A. Plan Description

A medical, dental, vision, life and Accidental Death and Dismemberment (AD &D) insurance plans will be provided by the County of Mendocino. The benefits described in this section and the pertinent plan documents shall be maintained during the term of this MOU.

The benefit levels of the plans as they exist are presently described in the pertinent Plan Documents and are incorporated into this Memorandum by reference.

B. Health Insurance Premium Levels

Health insurance premium increases will be implemented effective the first full pay period of each calendar year, based upon actuarial recommendation.

Should the increase recommended to be implemented exceed sixteen percent (16%), the parties agree to Meet and Confer on the recommended increase prior to adoption of any increase of more than 16%.

If the increase is more than 16%, an increase of up to 16% may be implemented while the Meet and Confer process occurs regarding the balance of any additional changes in premiums or benefits.

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

The parties agree that in the event the Meet and Confer results in impasse, impasse processes shall be completed within the same thirty (30) calendar-day period as stated above.

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

Health Care Premium Calendar Year

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

C. Premium Cost-Sharing

The County will pay approximately seventy five percent (75%) of both the employee and dependent coverage, and collectively employees in the Management Association will pay approximately twenty five (25%) of the costs associated with providing health benefits insurance including medical, vision, and dental to the Management Association as a whole.

D. Health Benefit Enrollment

The Human Resources Department will announce the Regular Open Enrollment period at least one month prior to the beginning of that regular open enrollment period.

E. Emergency Health Premium and Benefit Re-Opener

The County may call for emergency negotiations if the financial condition of the health trust deteriorates, or is impacted or altered to an extent that the financial stability of the trust and/or the trust's ability to pay for medical care of covered employees and dependents is jeopardized. The parties agree to meet and consult during the term of this MOU if any negotiated medical benefit or coverage issue is determined to be inconsistent with, or to create liability in penalties against the County, under the federal Affordable Care Act.

F. Health Plan Opt Out

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

health insurance plan are no longer eligible for the County-paid life insurance coverage but may purchase individual life insurance coverage through the County's supplemental plan provisions. Employees can re-enroll in the Health Plan, which includes re-enrollment in the County paid life insurance coverage, during the annual open enrollment or during a qualifying event.

G. Domestic Partner Plan Coverage

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

To be eligible, an employee must comply with the following conditions:
(1) Employees and their Domestic Partner must register with and be certified by the State of California; and
(2) The employee must complete and submit the County's Health Plan Enrollment Form and provide a copy of the State Certification of Domestic Partner Registration at time of application to the Human Resources Department.

It is understood that the IRS does not (currently) recognize Domestic Partners as a spouse or dependent for federal income tax purposes. Therefore, it is understood that any additional taxes incurred by registering a Domestic Partner will be the sole financial responsibility of the employee. Further, it is also understood that dependents of an employee's Domestic Partner are covered in this agreement. The County of Mendocino will endeavor to implement any changes in the Domestic Partner tax law as they occur in a timely manner.

This benefit will terminate upon termination of the Domestic Partnership pursuant to *State of California Family Statute Code Section 299*, as amended.

6.2 Additional Benefits

A. Life Insurance

The County shall provide Twenty Thousand Dollars ($20,000) life insurance coverage for employees who are covered by the County health plan.

B. Accidental Death and Dismemberment

The County shall provide up to Five Thousand Dollars ($5,000) for employees who are covered by the County health plan.

C. Employee Assistance Program (EAP)

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

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

members. The benefit levels of the EAP Program are described in the Health Plan Summary document located on the HR Website. The Mental Health Section of the Plan contains procedures relating to Mental Health care after an employee has completed the number of visits available through the EAP.

1. EAP Confidentiality
   Participants in the EAP shall be guaranteed confidentiality.

   No employee will be required to waive his/her confidentiality as a condition of participation in the EAP.

D. Education, Training and Health Flex Benefit Program

1. Beginning the first day of the first full pay period of the fiscal year, One Thousand Dollars ($1,000) per represented employee will be annually placed into an Education, Training, and Health Flexible Benefit Program Fund.

2. Monies not used within the fiscal year allocated will roll over to next fiscal year, for a maximum of Two Thousand Dollars ($2,000).

3. The One Thousand Dollars ($1,000) allocated each fiscal year can be used only as follows:

   a. Approved education or training,
   b. Professional conferences and travel to conferences,
   c. Membership in professional associations,
   d. Continuing professional education,
   e. College education (the goal of which is a degree or certificate relevant or related to the professional, personal or day-to-day responsibilities or professional competence of the employee),
   f. Training or educational books or materials, such as iPads or laptops (computer)
   g. Computer training and materials, or
   h. Other related educational or professional purposes that would enhance the competence or performance of the employee, or contribute to the County.

4. Up to Five Hundred Dollars ($500) of the One Thousand Dollars ($1,000) may be used as follows:

   a. Training, education, or other professional or personal enrichment or enhancement programs or materials, as set forth in item 3.
   b. Training, education, and/or other professional or personal enrichment or enhancement programs or materials that would increase the health, wellness or professional competence of the employee, not otherwise authorized or allowed in item 3.
   c. Additional accidental death and dismemberment insurance.
   d. Additional disability insurance.
   e. Additional life insurance to the extent allowed by statutes or regulations.

f. Health Club membership, an annual extended physical examination, or the cost of fitness, health and/or wellness programs and related equipment.

5. The goals of this Program are the increased professional and personal competence, education, training, skills, health, benefit and well-being of employees. Programs, courses, education, training, and services or materials that contribute to or advance these goals are appropriate expenditures. These monies are not to be taken from the particular departmental funds.

6. An employee shall not be required to purchase necessary workplace equipment using these funds.

7. The County shall not be responsible for maintaining any items purchased with these funds.

E. Wellness Programs

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

2. To use this sick leave the employee must have a balance of forty (40) hours of sick leave accrued at the time the leave is used to attend the Wellness program.

3. The employee must have the prior approval of the employee's department head or his/her designee to attend the program.

4. The parties agree that a department head may not capriciously, arbitrarily, or consistently deny the use of said leave.

F. Deferred Compensation

The County will match up to three percent (3%) of the employee's base salary.

The County deferred compensation contribution match shall be made on a bi-weekly basis and shall be consistent with the current laws and regulation governing deferred compensation contributions, including but not limited to Section 7522.10(g) of the California Public Employees' Pension Reform Act of 2013.

7. HOLIDAYS

7.1 Observed Holidays

Employees covered by this MOU shall be entitled to paid holidays for the following County observed holidays:

January 1	New Year's Day
3rd Monday in January	Martin Luther King Jr.'s Birthday
3rd Monday in February	Washington's Birthday (Presidents' Day)
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Indigenous Peoples' Day
November 11th	Veterans' Day
4th Thursday in November	Thanksgiving Day

Friday Following Thanksgiving Day
December 25th Christmas Day

Any additional days designated by the President of the United States or the Governor of the State of California and formally recognized by the Board of Supervisors as a holiday, day of Thanksgiving or of public mourning.

7.2 Saturday or Sunday Holiday Observance
When a holiday falls on a Saturday, the preceding Friday is designated as the holiday. When a holiday falls on a Sunday, the following Monday is designated as the holiday.

8. VACATION

8.1 Vacation Accrual Maximums
Management Association members shall accrue vacation up to the following maximums:

240 Hours for first three (3) years
320 Hours after completion of three (3) years
360 Hours after completion of eight (8) years
440 Hours after completion of fifteen (15) years

(a) Accrual Hours Per Pay Period

3.079 Hours for first three (3) years
4.616 Hours after completion of three (3) years
6.157 Hours after completion of eight (8) years
7.694 Hours after completion of fifteen (15) years

8.2 Vacation Eligibility
New employees are eligible for vacation after completion of thirteen (13) bi-weekly pay periods of service.

8.3 Pay in Lieu of Vacation
A Management Association member can cash-out up to eighty (80) hours per calendar year.

9. MANAGEMENT ASSOCIATION LEAVE

Management Association members are entitled to 48 hours of Management Leave per calendar year. This leave to be used at the discretion of the department head.

Use of Management Leave

Management leave hours shall not be charged to any accumulated leave balance and must be used no later than the last pay period of the calendar year that does not include January 1.

No Accrual of Management Leave

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

10. SICK AND DISABILITY LEAVE PROVISIONS

10.1 Sick Leave Accrual

Sick leave shall be accrued by Management Association members at the rate of 4.616 hours per pay period, without a maximum limitation.

10.2 Industrial Leave – Anniversary Date Adjustment
Employees going on leave without pay status due to on-the-job injuries will not suffer a break in seniority but shall have their merit salary anniversary date delayed by as many pay periods as the leave without pay shall last.

10.3 Industrial Leave – Insurance Premium Payment
For employees on leave without pay status due to on-the-job injuries, the County will continue to pay the employees' group insurance premium for the duration of the leave without pay, but not to exceed a period of six (6) months for any single injury.

10.4 Extended Disability Leave – Salary Continuance
Management Association members who are absent from work due to illness or injury shall be eligible, after they have exhausted all of their sick leave and vacation benefits, to receive 100% percent salary for the first two (2) months after such leave has been exhausted; if unable to work after that, Association member shall receive 75% salary for a two (2) month period and 50% salary for another two (2) month period. The Association member shall be required to present to the County Human Resources Director a certificate from a County-designated physician indicating an opinion that the Association member can reasonably be expected to recover sufficiently to return to work. The physician's certification may be obtained through a medical examination at County expense or through consultation between a County-designated physician and the Association Member's personal physician.

10.5 Family Sick Leave
Employees represented by the Management Association shall be allowed to use accumulated sick leave for the purpose of providing care due to illness or injury of an employee's family member. Such use of sick leave shall be limited to a maximum of sixty (60) hours per calendar year. The same procedures and verification standards used for "regular" sick leave shall be used for family sick leave.

10.6 Family Medical Leave Act
It is the policy of Mendocino County to provide family and medical leave in accordance with federal and state laws. The County shall provide up to twelve (12) weeks of family and medical leave in a twelve (12) month period for qualifying employees.

10.6.1 Usage of Family Medical Leave Act
Family and medical leave is unpaid leave to be used for:

A. The employee's serious health condition, which is defined as a condition requiring in-patient care or continuing treatment by a health care provider (as defined in the Family Medical Leave Act);
B. The birth, adoption or accepting of a child as a foster placement;
C. Caring for an employee's sick child, spouse or parent.

10.6.2 Family and Medical Leave Qualifications
In order to qualify for family and medical leave an employee must:

A. Have been employed by the County for at least (12) months (the months need not be consecutive);

B. Have worked 1250 hours in the twelve (12) months preceding the leave request; and
C. Complete the Family and Medical Leave request form.

If the leave is for the serious health condition of the employee or family member, supportive certification must be submitted. This form is not required for the birth, adoption, or placement of a child.

For the duration of the Family and Medical Leave the County shall continue to pay the County's share of health insurance cost. The employee's share of cost shall be the responsibility of the employee. Arrangements for payment of the employee's share must be made with Human Resources/Benefits.

It is the intent of the County to comply with both Family and Medical Leave Act of 1993 (P.L. 103-3) and Government Code § 12945.2. Because of the complexity of these laws and the fact that circumstances surrounding the need for leave are generally unique, employees are encouraged to contact Human Resources Department for information.

11. CATASTROPHIC LEAVE POLICY

A Catastrophic Leave policy is established consistent with the provisions in County Policy #39 and incorporated herein by reference.

12. BEREAVEMENT LEAVE

In the event of the death of an immediate family member, Management Association members may be allowed to be absent with pay for three (3) consecutive work days (work days defined as 8 hours, eligible for total of 24 hours). As an alternative, Management Association employees may use the three (3) days non-consecutively within a thirty-day period. Should additional days of leave be necessary, the employee may use accrued leave. Should the employee utilize sick leave hours, the maximum available shall be sixteen (16) hours per occurrence.

For the purpose of Bereavement Leave, immediate family is defined as the employee's spouse, domestic partner, child, stepchild, grandchild, grandparent, parent, brother, sister, or spouse's or domestic partner's parent, grandparent, brother or sister.

13. RETIREMENT PROVISIONS

13.1

A. Retirement Benefit

Effective January 2002, the County implemented the formula in Government Code Section 31676.12 (2% at 57 retirement formula) for all non-safety classifications represented by the Management Association that are not defined as "new members" under the Public Employees' Pension Reform Act of 2013 (PEPRA").

The County will pay for future service at the same ratio (percentage) as previously established. In this regard, and as the retirement benefit has increased, the employee retirement cost will increase to reflect the benefits enumerated under Government Code,

section 31676.12, of the retirement formula. However, this formula shall not apply to persons who are defined as "new members" under PEPRA.

Employees who are defined as "new members" under PEPRA will constitute a new tier. "New members" will be subject to all applicable PEPRA provisions, which include the 2% at 62 formula.

B. Service Buy-back

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

1) The Retirement Board shall arrange the costs, rates, procedures and time limits to exercise this buy-back option and the actuarial firm retained by the Retirement Board, and administered by the Retirement Deputy.
2) Retirement contributions made by or bought back by the employee shall be credited and accrue to the employee's account and become a vested interest of the employee.

C. New Tier for New Employees

Management Association agrees the County has the right to implement a new, lower tier retirement formula for employees hired after the effective date of the new tier, subject to PEPRA. Prior to the County adopting a new lower tier retirement formula, the County and Management Association will meet and discuss what benefit level(s) the County is considering.

D. Compensation Calculation

For employees employed by the County effective January 1, 1948 benefits will be based on the average of one year's highest earnings (*County Employees' Retirement Law of 1937, Section 31462.1*).

For employees employed by the County effective July 1, 1984 benefits will be based on the average of three years' highest earnings (*County Employees' Retirement Law of 1937, Section 31676.1*).

13.2 Benefit Level for Designated Unit Safety Employees – Probation Department Employees

A. Retirement Benefit Formula

1. Effective October 1, 2003, the County implemented the 2% at 50 (*Government Code Section 31664*) Benefit Formula for Management Association classifications identified below.
2. Effective January 1, 2013, the County implemented the 2.7% at 57 (Government Code Section 7522.25(d)) for all "new members" (as defined in section 7522.04 of the Public Employees' Pension Reform Act of 2013) for Management Association classifications identified below. "New members" must pay an initial member contribution rate of at least 50 percent of the normal cost rate for the defined benefit plan. (California Public Employees' Pension Reform Act of 2013, Section 7522.30(c)).

B. Safety Benefit Eligibility

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.

Regardless of the stipulation in *Government Code sections 31558* and *31469.4* that set forth certain categories of job classifications or employees who are potentially eligible for safety retirement, it is the County's intent to limit this retirement improvement to the classifications listed in this section.

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

(1) Probation Division Manager
(2) Juvenile Hall Superintendent
(3) Assistant Juvenile Hall Superintendent

C. Enhancements Limited to Future Employment
Any enhancement to a retirement formula or benefit that is adopted or applied to an employee on or after January 1, 2013, may be applied only to the employee's future service. (California Public Employees' Pension Reform Act of 2013, Section 7522.44).

13.3 Cost-of-Living Increase for Retired Employees
Effective April 1 of each year, the cost-of living increase for retirees shall be limited to a maximum of three percent (3%).

13.4 Sick Leave Conversion to Retirement Credit
For the purpose of determining "length of service" at the time of retirement, Management Association members shall be entitled to credit for all accumulated sick leave without limitation. "New members" (as defined in Section 7522.04 of the California Public Employees' Pension Reform Act of 2013) are entitled to service credit for accumulated sick leave to the extent deemed permissible by the Board of the Mendocino County Employees' Retirement Association (MCERA

14. DISPUTE RESOLUTION PROCEDURE

The intent of the parties is to resolve employee complaints and disputes at the very earliest opportunity and at the lowest level of the process. The Dispute Resolution Procedure steps are:

Step 1.
Within thirty (30) working days of the occurrence giving rise to the dispute, the employee shall discuss the issue, dispute or complaint with the employee's immediate supervisor or in the instance of a dispute with the immediate supervisor, then with the Department Head; in the instance of a dispute with the Department Head, the employee shall discuss the issue, dispute, or complaint directly with the Department Head.

Step 2.
If the dispute is not resolved at Step 1, then within ten (10) working days of the Step 1 meeting, the employee shall discuss the issue, dispute or complaint with the Director of Human Resources or his/her designee.

Step 3.
If the dispute is not resolved at Step 2, then within ten (10) working days of the Step 2 meeting, the employee shall have the right to have the matter submitted to a mediator from the State Mediation and Conciliation Service (SMCS) for a recommended resolution that shall be presented to the CEO. In the alternate, the employee may elect to submit the matter directly to the CEO for final determination.

Within thirty (30) working days of receipt of the proposed mediated resolution, the CEO shall issue a final decision on the matter that shall be binding on the parties.

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

15. MISCELLANEOUS PROVISIONS

15.1 Mileage and Expense Reimbursement

Mileage and expense reimbursement amounts will be authorized according to County Policy 18 –Travel and Meal Policy
(a) Mileage Reimbursement – Personal Vehicles
Mileage reimbursement for use of personal vehicles will be based upon the maximum rate allowable by the IRS.
(b) Insurance Coverage – Personal Vehicles
Employees using personal vehicles on County business must show evidence that their car is currently insured, in accordance with County Policy.

15.2 Meal Allowances

Meal allowances shall be provided in accordance with County Policy 18.

16. SEVERABILITY

The parties agree that if any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of the Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the County and the Management Association agree to meet within thirty (30) days after notice for the purpose of renegotiating said article or section.

17. NO STRIKE / NO LOCKOUT

During the term of this Agreement, the Management Association, its members and representatives agree that they will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of services.

The County will not lock out employees during the term of this Memorandum of Understanding.

18. TERM

This Memorandum of Understanding shall, upon the ratification of the Management Association and approval of the Board of Supervisors, be effective from October 1, 2019 through September 30, 2022.

19. ENACTMENT

It is agreed that the foregoing shall be submitted by the respective parties to the members of the Management Association for ratification and the County of Mendocino Board of Supervisors for approval. Upon ratification and approval, the County shall take action necessary to implement this Memorandum of Understanding, which shall supersede and control over conflicting or inconsistent County policies.

This Memorandum executed this 22nd day of October 2019 by the Board of Supervisors of Mendocino County.

The undersigned representatives of the County of Mendocino and the County of Mendocino Management Association having met and conferred in good faith, have reached agreement on the terms and conditions contained herein and mutually agree to recommend to the Management Association Members and to the County Board of Supervisors that the terms of this Agreement be adopted.

COUNTY OF MENDOCINO

By: _____
CARMEL J. ANGELO, Chief Executive Officer

By: _____
LISA CHARBONNEAU, Labor Consultant Liebert, Cassidy, Whitmore

By: _____
CHERIE JOHNSON
Interim Human Resources Director

By: _____
CARRE BROWN, CHAIR, Board of Supervisors

OCT 24 2019

ATTEST: CARMEL J. ANGELO
Clerk of the Board

By _____
Deputy

OCT 24 2019

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

OCT 24 2019

MENDOCINO COUNTY MANAGEMENT ASSOCIATION

By: _____
JENA CONNER, Chair

By: _____
CODY SNIDER, Vice Chair

By: _____
KIRK FORD, Member

By: _____
JUSTIN COZAD, Member

By: _____
TREY STRICKLAND, Member

MANAGEMENT ASSOCIATION (BU 303) CLASSIFICATION LIST 9.8.19

Job Class Code	Job Classification	C-Civil Service X-Exempt	FLSA Exempt =Y	Barg Unit
0134	ADMINISTRATIVE SERVICES MGR I	C	Y	303
0135	ADMINISTRATIVE SERVICES MGR II	C	Y	303
7084	ALTERNATE DEFENDER	X	Y	303
0136	ANIMAL SHELTER MANAGER	C	Y	303
0200	AQMD PROGRAM MANAGER	C	Y	303
8009	ASST COUNTY LIBRARIAN	C	Y	303
2027	ASST DIRECTOR TRANSPORT	C	Y	303
3037	ASST FACILITY MANAGER	C	Y	303
6003	ASST JUVENILE HALL SUPT	C	Y	303
0201	CANNABIS PROGRAM MANAGER	C	Y	303
2042	CHIEF BUILDING OFFICIAL	C	Y	303
S597	CHIEF FISCAL OFFICER	C	Y	303
2034	CHIEF PLANNER	C	Y	303
4024	CHIEF PSYCHIATRIST	X	Y	303
7027	CHIEF PUB DEFEND INVESTIG	C	Y	303
0016	COMPLIANCE MANAGER	C	Y	303
0096	COMPUTER OPERATIONS MANAGER	C	Y	303
S590	DEPT INFO SYSTEMS MANAGER	C	Y	303
4099	DEPUTY DIR MH CLIN SERVICES	C	Y	303
4098	DEPUTY DIR PUBLIC HLTH NURSING	C	Y	303
S557	DEPUTY DIR SOCIAL SERVICES	C	Y	303
4097	DEPUTY DIR SUB USE DSRDR TRTMT	C	Y	303
2011	DEPUTY DIR TRANS-ADMIN	C	Y	303
2010	DEPUTY DIR TRANS-ENGINEERING	C	Y	303
2009	DEPUTY DIR TRANS-LAND IMPROVE	C	Y	303
3046	DEPUTY DIR TRANS-MAINT SVCS	C	Y	303
3028	DEPUTY DIR TRANS-SOLID WASTE	C	Y	303
4042	DIRECTOR ENVIRON HEALTH	C	Y	303
0015	EMERGENCY SERVICES COORD	X	Y	303
4040	ENVIRONMENTAL HEALTH MGR	C	Y	303
3038	FACILITY & FLEET DIVISION MGR	C	Y	303
0154	INFORMATION SVCS DIVISION MGR	C	Y	303
0101	INFORMATION SYSTEMS NETW MGR	C	Y	303
0157	INFORMATION SYSTEMS OPER MGR	C	Y	303
0212	IS BUSINESS APPLICATION MGR	C	Y	303
3047	MAINT OPERATIONS COORDINATOR	C	Y	303
0137	MENTAL HEALTH BRANCH DIRECTOR	X	Y	303
4100	MENTAL HEALTH CLINICAL MANAGER	C	Y	303
4063	PREVENTION SERVICES MGR	C	Y	303

MANAGEMENT ASSOCIATION (BU 303) CLASSIFICATION LIST 9.8.19

Job Class Code	Job Classification	C-Civil Service X-Exempt	FLSA Exempt =Y	Barg Unit
6008	PROBATION DIVISION MANAGER	C	Y	303
0171	PROGRAM MANAGER	C	Y	303
S539	PROTECTIVE SERVICES MANAGER	C	Y	303
0147	PUBLIC HEALTH BRANCH DIRECTOR	X	Y	303
4015	PUBLIC HEALTH LAB DIRECTOR	C	Y	303
4006	PUBLIC HEALTH LAB MANAGER	C	Y	303
4016	PUBLIC HEALTH OFFICER	X	Y	303
S522	SOCIAL SVS INFO SVS MGR	C	Y	303
0170	SR PROGRAM MANAGER	C	Y	303
4110	SR PROGRAM MANAGER-NURSING	C	Y	303
S561	STAFF SERVICES MANAGER I	C	Y	303
S586	STAFF SERVICES MANAGER II	C	Y	303
4093	SUBSTANCE ABUSE PRG & SVCS MGR	C	Y	303
4022	SUPERVISING FORENSIC PSYCHOL	C	Y	303