

# Highlights of Tentative Agreement between SEIU Local 1021 and Mendocino County

- 1. Term.** 12 months. Expires June 30, 2023.
- 2. Wages.** 2% COLA effective January 1, 2023.
- 3. Health Care.** Maintain existing contribution level through June 30, 2023. County will cover the 16% increase in the health plan costs. Continue to meet and confer on changes to the health plan.
- 4. ARPA Payment.** \$3,000 supplemental payment from one-time ARPA funds for all permanent employees to be paid December 16. Extra Help employees who have averaged 48 hours/pay period or more since 7/1/22 will receive \$3,000. Extra Help employees who have averaged between 20 and 47 hours/pay period since 7/1/22 will receive \$1,500. Extra Help employees with less than 20 hours per pay period will not be eligible for the bonus.
- 5. Make the following adjustments to wages:**
  - a. Social Services.** Provide a 10% premium to Social Worker Assistants, Social Workers, Social Worker Supervisors in Family and Children's Services in the Social Services Department.
  - b. Minimum Wage.** Effective January 1, 2023, all employees shall earn a wage of at least \$17.42 per hour. Move Staff Assistant III Step I to \$19.20 per hour.
  - c. Compaction.** Increase salary for Employment and Training Worker II, III and Supervisor.
  - d. Revenue Producing Classifications.** Revise Real Property Appraiser and Auditor-Appraiser Series.
- 6. Bilingual Pay.** Parties agree to increase bilingual pay premium from \$50/pay period to \$75/pay period and for the less than 10% group from \$24/pay period to \$25/pay period.
- 7. Establish Labor Management Committees to gather information and make recommendations for potential employee benefit programs:**
  - a. Housing.** Labor Management Committee for establishing Housing Program.
  - b. Childcare.** Labor Management Committee for establishing Childcare Program.
  - c. Education and Training.** Reimburse tuition fees and book costs for academic courses to maintain or improve skills related to work performance in the employee's current position.
- 8. Telework.** Modify policy to allow for an appeal to the department director if a telework request is denied.
- 9. Paid Administrative Leave.** County will inform employees of the reason when they are placed on paid administrative leave, except in exceptional circumstances.
- 10. Probationary Period.** 6-month probationary period for employees for any promotion after gaining permanent status in a different classification at the County. Permanent employees who are currently on probation in a promotional position and between five and eleven months of the probationary period, they will need to complete one more month to complete the probationary period.

**11. Uniform and Boot Allowance.** Increase reimbursement amount for clothing; add classifications eligible for boot allowance.

**12. Holidays.** Follow current practice for employees who work Saturday/Sunday.

**13. Retirement Clean Up.**

**a. Sick Leave Conversion.** Must retire immediately following separation from employment so all accrued sick leave will be applied toward determining retirement benefit.

**b. Service Purchase.** May purchase credited service for certain qualifying services: service prior to membership (§31641.5), credit for uncompensated leave of absence for illness (§31646), Military service in compliance with USERRA (§31649) or redeposit of amounts withdrawn (§31652).

## **Tentative Agreement between Mendocino County & SEIU Local 1021 for Contract Language Changes**

### **Article 1. Recognition and Term of Memorandum.**

**Section 2. Term.** This memorandum shall be in effect only for the period from July 1, 2019~~22~~ through **June 30, 2022**~~3~~. This amendment shall supersede any previous language. However, all other previous and specifically stated terms and conditions of employment shall remain in full force and effect.

### **Article 7. Salary and Salary Upon Status Change.**

#### **1. Salary.**

Year 1:

~~Effective the first full pay period following ratification and approval all bargaining unit employees shall receive a 3% COLA adjustment. 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 as specified by the County worksheet.~~

~~Classifications in budget units 0327 and 2090 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 as specified by the County worksheet. Classifications in budget units 5010 and 5020 that are HHSA positions only (and do not exist in other budget units) and 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 as specified by the County worksheet.~~

Year 2:

Effective the first full pay period of July 2020, all bargaining unit employees shall receive a 3% COLA adjustment. 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 as specified by the County worksheet.

Classifications in budget units 0327 and 2090 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 as specified by the County worksheet. Classifications in budget units 5010 and 5020 that are HHSA positions only (and do not exist in other budget units) and 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 an additional 30% towards 95% of the market as specified by the County worksheet.

Year 3:

Effective the first full pay period of July 2021, all bargaining unit employees shall receive a 3% COLA adjustment. 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 as specified by the County worksheet.

Classifications in budget units 0327 and 2090 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 as specified by the County worksheet. Classifications in budget units 5010 and 5020 that are HHSA positions only (and do not exist in other budget units) and 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 an additional 30% towards 95% of the market as specified by the County worksheet.

Effective January 1, 2023, all bargaining unit employees shall receive a 2% COLA adjustment.

### **Article 8. Civil Service Systems**

1. Probationary Periods for New Hires, Promotions, Demotions, and Transfers  
If the employee has already successfully completed probation for any County classification, that employee shall serve a 6-month probationary period if they are promoted into a higher classification. If the employee has not already successfully completed probation for a any classification, there shall be a 12-month probationary period for all persons who are newly hired, promoted, demoted, or who transfer from one classification into a different classification in the same salary grade. This section does not apply to trainees.

**Article 9. Special Assignment Premiums**

3. Bilingual Pay Premium.

- A. When a department head designates a position within the bargaining unit, which requires bilingual skills, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director. Thereafter, the employee shall be entitled to ~~the payment of Fifty Dollars (\$50.00) per pay period~~ the payment of seventy-five dollars (\$75.00) 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, 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~~ Twenty-five Dollars (~~\$24.25~~.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.

**Article 9. Special Assignment Premiums**

Add a section 7:

- 7. **Social Services.** Social Worker Assistants, Social Workers and Social Worker Supervisors whose regular full-time assignment is Family and Children's Services in the Social Services Department shall receive a ten percent (10%) premium. This increase is effective the first full pay period following ratification and approval of this agreement.

**Article 10. Expenses, Materials and Reimbursements**

5. Safety Clothes and Shoes Reimbursement

- A. Each full-time employee in a permanent position within the following classifications will be reimbursed up to Three Hundred Twenty-Five Dollars (\$325.00) for the purchase of safety boots, work shirts, work pants and other clothing, which may be required by the County. In addition, each full-time employee in a permanent position will be reimbursed up to, ~~One Hundred-fifty~~ Dollars (~~\$100~~150.00) for the purchase of Class 3 Retro Reflective work shirts, work pants and outerwear clothing meeting the ANSI 107-2004 standard.

- Road Maintenance Worker I-V Lead
- Road Maintenance Supervisor I-III Levels
- Auto Mechanic (Class 3 clothing reimbursement only – up to \$150)

- B. Each full-time employee in a permanent position within the following classifications will be reimbursed up to Two Hundred Twenty-Five Dollars (\$225.00) for the purchase of County required safety boots. In addition, they will receive department issued pants, shirts, and/or coveralls, which shall also be laundered at County expense by a laundry service designated by the appointing authority.

Equipment Superintendent                      Heavy Equipment Mechanic  
 Senior Heavy Equipment Mechanic        Heavy Equipment Services Technician

- C. Animal Control Officers shall receive quarterly, on the last Friday of each quarter, a uniform allowance of Two Hundred Fifty Dollars (\$250.00). Payment for uniform allowance shall be made in a check separate from payroll. In addition, the County will replace protective vests within five (5) years of initial use.

The County agrees to reimburse uniform and uniform equipment for Animal Control Officers that are damaged or stolen, during working hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform and/or uniform equipment.

Such reimbursements shall be made within thirty (30) calendar days from date of submission of the claim. Such claim shall not be reasonably denied. If claim is denied, it shall be subject to the grievance procedure.

Safety Shoe reimbursement for each full-time employee in a permanent position within the following classes will be reimbursed up to Two Hundred Twenty-Five Dollars (\$225.00) for the purchase of safety footwear.

Ground Maintenance Technician I-III  
[Building Inspector I-III & Senior Building Inspector](#)  
 Building Maintenance Mechanic I-III  
 Building Maintenance Supervisor  
[Code Enforcement Officer I-II & Supervising Code Enforcement Officer](#)  
[Environmental Health Specialist I-II & Supervising Environmental Health Specialist](#)  
[Hazardous Materials Operations Specialist](#)

The County will provide disposable coveralls for employees working on jail plumbing or similar assignments.

**Clothing & Tool Allowance Chart**  
 Updated August 20, 2019 ~~July 1, 2022~~

	\$500.00 Reimbursement Tools	\$225 Reimbursement Safety Boots	\$250 quarterly uniform allowance	\$275 Reimbursement Safety Boots	\$325 Reimbursement Safety Boots	Department Issued Clothing	Laundry	\$100 150 for Class 3 Retro Reflective Clothing
Auto Mechanics	X							X
Animal Control Officers			X					

Building Inspectors		X						
Building Maintenance Technician		X						
Building Maintenance Supervisor		X						
Code Enforcement Officers		X						
Environmental Health Specialists		X						
Equipment Superintendent	X	X				X	X	
Ground Maintenance Technician		X						
Hazardous Materials Operations Specialist		X						
Heavy Equipment Mechanic	X	X				X	X	
Heavy Equipment Services Technician	X	X				X	X	
Road Maintenance Supervisor I-III					X			X
Road Maintenance Worker I-V Lead					X			X
Senior Heavy Equipment Mechanic	X	X				X	X	

\* Do not have to purchase safety boots. All others must use money for such boots as needed.

**Article 11. Health and Welfare Benefits**

**B. Health Premium Levels**

- 1) Health insurance premium increases will be implemented effective the first full pay period of each calendar year, based upon actuarial recommendation, except as provided below in Article 11, Section B.5, "Health Care Premium".
- 2) The contributions to health insurance premiums may be increased in an amount necessary to pay for "health care industry cost trends" as determined by the health system actuary, utilizing the same share-of-cost ratio, at which time a new Attachment A - Premium Schedule with amended Health Premium Schedule will become applicable.
  - (a) Should the health care industry cost trend increases recommended by the health system actuary be more than 16%, the parties agree to Meet and Confer on insurance premiums and benefits, prior to the adoption of any increase of more than 16%.
  - (b) If the increase is more than 16%, an increase of up to 16% may be implemented while the Meet and Confer process occurs regarding the balance of any additional changes in premiums or benefits.
- 3) The County will pay approximately 75% of both the employee and dependent coverage, and

collectively employees in the bargaining unit represented by SEIU Local 1021, will pay approximately 25% of the costs associated with providing health benefits insurance including medical, vision, and dental to the members of the SEIU unit as a whole.

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

#### 5) Health Care Premium

The health insurance medical premium rates for the 2020 calendar year will not increase by more than 3%. The County agrees to maintain the existing cost of health care premiums to employees from July 1, 2022 through June 30, 2023. The parties will continue to meet and confer on changes to the health plan to ensure its fiscal solvency.

## 2. General Retirement Benefits

### B. Service Purchase.

#### Service Buy-back

Employees may ~~buy back past service with Mendocino County at their own cost, which includes both the employee and the employer's contribution.~~ be eligible to receive credited service in the Retirement Association for certain qualifying services upon payment of the required contributions as permitted by, and as specified in, the County Employees Retirement Law including: service prior to membership (§31641.5), credit for uncompensated leave of absence for illness (§31646), Military service in compliance with USERRA (§31649) or redeposit of amounts withdrawn (§31652).

- 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.~~ has the right and authority to establish contribution rates, procedures and time limits to exercise such options.
- 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.

## Article 12. Holidays

### 1. Holidays

The following are paid holidays. All employees occupying a permanent full-time or permanent part-time position shall receive their regular pay for these holidays:

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

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

2. Holidays on Saturdays, or Sundays or employee's regular day off  
When a holiday listed herein above falls on a Saturday, and an employee is not regularly scheduled to work on the Saturday, the preceding Friday is designated as a paid holiday in lieu of a paid holiday on the Saturday.

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

When a holiday falls on a day for an employee who works an alternative schedule, the employee will be allowed to select an alternative day during the work week to take the holiday.

#### Article 14. Sick Leave

##### 10. Sick Leave Credit at Retirement

~~The parties agree that~~ Eligible employees represented by the Union shall have, when applying for retirement from County service ~~immediately after separation from employment,~~ all accrued sick leave applied toward calculating length of service for the determination of retirement benefits ~~total County service for the purpose of retirement.~~ Accrued sick leave will not count towards retirement eligibility requirements.

#### Article 16. Miscellaneous Provisions

Add new sections to Article 16:

7. **Childcare.** The County will establish a county-wide Labor/Management Committee to investigate and make recommendations for the viability and cost of a childcare facility in the Ukiah area for County employees and the creation of a County match for employee contributions to the Dependent Care Spending Account. The Committee will be made up of up to five union-appointed members and an equal number of management representatives. The committee will meet at least quarterly and will produce a written report with recommendations approved by the committee to be submitted to the Board of Supervisors.
8. **Housing.** The County and the Union shall jointly form a county-wide ~~Labor/Management Committee of up to five union-appointed members and an equal number of management representatives to prepare and administer a Mendocino County Labor/Management Housing Assistance Policy.~~
9. **Education and Training.** The County agrees to assist employees covered by this MOU in continuing their advanced education in acceptable job-related fields. This program shall be available with the following limitations:

Deleted: l

Deleted:

Deleted: m

Deleted: c



- Regular full-time employees may be eligible for reimbursement of tuition fees and book costs for academic courses taken in pursuit of a college degree or education undertaken to maintain or improve skills related to work performance in the employee's current position which are attended on employee's own time.
- Reimbursement shall only be available to employees who have received prior approval from the Department Head or designee, prior to beginning of class(es) and if funds are available within the Departmental budget.

**Article 18. Disciplinary Actions**

Add a section 7:

**18.7. Paid Administrative Leave**

In some circumstances, the County may determine that an employee should be placed on paid administrative leave because of allegations that may lead to discipline, or to conduct an investigation with the subject absent from the workplace.

An employee placed on paid administrative leave for an investigation will be told the subject matter of the investigation unless the County has a credible concern of retaliation, for employee safety or is prohibited from doing so by law. The County will make every effort to complete investigations promptly.

**Attachment B - SEIU (101) GRADE CHART**

Make the following **Wage Adjustments**:

- Minimum Wage.** As of January 1, 2023, California’s minimum wage will increase to \$15.50 per hour. Effective the pay period that contains January 1, 2023, no SEIU member shall earn a wage of less than \$17.42 per hour. The County will delete pay steps of less than \$17.42 per hour. An employee in a deleted pay step will be moved to the closest next step in the range that is paid at or above \$17.42/hour. Staff Assistant III Step I will be \$19.20/hour. (table included)
- Compaction.** Increase salary for Employment and Training Worker II, III and Supervisor as shown in the chart below (i.e., new adjusted wage shown at Step 1):

Job Class Code	Job Classification	Current Step 1	New Step 1
S516	EMPLOY & TRAINING WORKER II	\$ 24.09	\$25.23
S517	EMPLOY & TRAINING WORKER III	\$ 26.56	\$27.76
S514	EMPLOY & TRAINING SUPERVISOR	\$ 27.90	\$31.92

- Revenue Producing Classifications.** Revise Real Property Appraiser and Auditor-Appraiser Series as initially communicated to the Union on October 5, 2022, and as set forth below:

FROM: Real Property Appraiser Tech \$20.56 - \$24.99  
TO: Real Property Appraiser Tech \$24.07 - \$29.25

FROM: Real Property Appraiser I \$23.79 - \$28.92  
TO: Real Property Appraiser I \$27.90 - \$33.90

FROM: Real Property Appraiser II \$26.24 - \$31.90  
TO: Real Property Appraiser II \$30.58 - \$37.18

FROM: Real Property Appraiser III \$28.94 - \$35.19  
TO: Real Property Appraiser III \$33.82 - \$41.11

FROM: Sr. Real Property Appraiser \$30.40 - \$36.96  
TO: Sr. Real Property Appraiser \$37.21 - \$45.22

FROM: Chief Property Appraiser \$31.90 - \$38.79  
TO: Chief Property Appraiser \$40.97 - \$49.80

FROM: Auditor- Appraiser \$27.33 - \$33.23  
TO: Auditor- Appraiser \$31.97 - \$38.86

FROM: Sr. Auditor- Appraiser \$28.73 - \$34.92  
TO: Sr. Auditor- Appraiser \$35.32 - \$42.93

Attachment D - TELEWORK

**Telework.**

- a. *Attach telework policy "for information only" to MOU as (new) Attachment D*
- b. Execute a side letter agreement that agrees the County-wide telework policy will be interpreted as follows:

Should an applicant's telework request be rejected, the employee may request to meet with the Department Head/Elected Official or designee to discuss or contest the denial. That meeting shall occur within 14 calendar days of the denial of the request. If the meeting does not occur, the employee can contact the Human Resources Department. The decision of the Department Head/Elected Official or designee is final and not subject to the grievance procedure.