



**Memorandum of Understanding**

Between The County of Humboldt &

The American Federation of State, County & Municipal Employees, AFL-CIO

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AFSCME Local 1684

(Representation Units 1 – 4)

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Effective January 1, 2025, Through and Inclusive of December 31, 2026

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**1. Adoption of Memorandum of Understanding**

- 1.1. The representatives of the County of Humboldt, hereinafter “the County,” and the representatives of AFSCME Local 1684, AFL-CIO, hereinafter “AFSCME” or “the Union,” after having met and conferred in good faith, have herewith reached an agreement on wages, hours and other terms and conditions of employment. Said representatives have further mutually agreed to recommend to the Board of Supervisors of the County and the general membership of the Union that the following Memorandum of Understanding be adopted and ratified. The Union understands and agrees that this Memorandum of Understanding is not binding upon the County unless and until the County Board of Supervisors approves the Memorandum of Understanding and authorizes its Chair to sign the Memorandum of Understanding and the Memorandum of Understanding is signed off.
- 1.2. The Parties will meet periodically during the term of the Agreement to update, clarify, reorganize or otherwise improve the MOU through mutual agreement. The Parties will memorialize any mutually acceptable changes in side letters of agreement. The County may also reopen negotiations during the term of the MOU to negotiate impacts, if any, associated with changes made to comply with the Fair Labor Standards Act and/or California Senate Bill 278.

**2. Recognition**

- 2.1. The County of Humboldt recognizes AFSCME Local 1684 as the recognized employee organization of employees in the classifications listed in Appendix A.
- 2.2. If classes are added or deleted, amendments to the list set forth in Appendix A may be made at the discretion of the Employee Relations Officer only after proper advance notification to, and consultation with, the Union.

**3. Management, Supervisory, Confidential Exclusion**

- 3.1. In the event that the Meyers-Milias-Brown Act is amended or superseded during the term of the Memorandum of Understanding with reference to the subject of exclusion of managers, supervisors or confidential employees from any represented unit, both the County and the Union agree to meet and confer forthwith on the effect of such amendment or supersession.

#### 4. Release Time

- 4.1. AFSCME will notify the County Employee Relations Officer/Director of Human Resources, or designee of the names of the representatives selected to represent the Union prior to any formal meet and confer or consultation session. A reasonable number of representatives shall be allowed reasonable time off without loss of compensation or other benefits when formally meeting and conferring or consulting with a designated County representative on matters within the scope of representation.
- 4.2. Preferably, meeting and conferring or consulting shall be conducted during the normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise agreed upon by the parties.
- 4.3. For equity of application, employee representative shift workers whose regularly scheduled shift occurs at other than 8:00 a.m. to 5:00 p.m. or whose regularly scheduled days off are other than Saturday and Sunday may have their regularly scheduled shift adjusted to accommodate a meet and confer or consultation session to the above-described regular work hour/shift. The decision to adjust the employee representative's(s') work hour/shift shall be made by the appropriate department head solely on the basis of projected workload and work schedules.
- 4.4. The employee representative may appeal a decision not to adjust a work hour/shift to the Employee Relations Officer who shall decide the issue. The decision of the Employee Relations Officer shall be a final and binding decision. If adjustments to the work hour/shift cannot be made to accommodate the employee representative, the designated County representatives will arrange their schedules to accommodate the convenience of the Union representatives in scheduling meet and confer or consultation sessions.
- 4.5. Union representatives shall receive release time from their normal workday or shift for meetings with County representatives, caucus time, and travel time to and from meetings. Release time for other periods may be approved by the Employee Relations Officer. Whenever practicable, advance notice of 48 hours shall be made to the employee's supervisor when release time shall be needed.
- 4.6. Nothing in this provision shall be construed to limit the rights and obligations of Union representatives in regard to grievance representation or other spontaneous situations where Union representatives need to meet with management representatives in the normal representational process.
- 4.7. Paid release time shall be provided when requested in advance for all participants in the investigating and processing of grievances, including the grievant, employee organization representatives, and witnesses.

- 4.8. At the beginning of each calendar year, the Human Resources Department will provide to the Union a schedule of New Employee Orientation programs to include date, time and location of orientation and shall release a representative identified by AFSCME to present Union information.
- 4.9. Shop stewards will be provided unpaid release time for up to two (2) training days per year. Given the operational requirements of the County, the County may restrict the concurrent release of stewards to three stewards per department, except for DHHS which may be restricted to three stewards for each of the three major branches or divisions of DHHS (Public Health, Behavioral Health and Social Services).

**5. Access and Use of County Facilities**

- 5.1. Representatives of the Union shall be allowed access to County facilities to meet with employees in classifications in units represented by the Union subject to the following provisions.
  - 5.1.1. Representational Access.
    - 5.1.1.1. The Union representative shall notify the designated County representative prior to the time and place of the proposed visit.
    - 5.1.1.2. If more than one employee is directly involved, the Union representative shall inform the designated County representative of the subject of the proposed visit.
    - 5.1.1.3. The Union representative shall not interfere in any way with the work activity of employees who are not directly involved with the representational issue.
    - 5.1.1.4. The designated County representative shall not unreasonably govern Union representative access. Only job related/work activity reasons shall suffice as reasons for rescheduling the Union representative's representational visit.
  - 5.1.2. Nonrepresentational Access.
    - 5.1.2.1. The Union representative shall obtain prior permission of the designated County representative as to the time and place of the proposed visit.

- 5.1.2.2. The Union representative shall confine their visits to non-restricted areas of County facilities. (Restricted areas are deemed to be those set aside from casual entrance for health or safety reasons such as lockups, ICU's and various other direct therapy or treatment facilities, and secure areas such as vaults, chemical or gas storage areas, etc.). In the event of a request by the Union representative to visit employees stationed in such restricted areas, alternate sites for such a meeting shall be provided where reasonably available, the union will be allowed time prior to or subsequent to staff meetings.
- 5.1.2.3. The occurrence of the visit does not adversely affect or inconvenience an employee who is or is not a member of the Union or the bargaining unit.

5.2. The County shall allow the Union to conduct general membership meetings in County facilities provided:

- 5.2.1. The meeting or use of the facility does not interfere with the normal course of County business;
- 5.2.2. Prior permission is obtained from the designated County representative; and
- 5.2.3. Any fees commonly charged to any individual or group using the same facility or any exceptional costs incurred directly or indirectly from the use of the facility shall be paid forthwith by the Union upon receipt of billing from the County.

## **6. Union Notification**

- 6.1. When an employee is hired into any job classification represented by AFSCME Local 1684, the County shall notify the new employee that AFSCME Local 1684 is the recognized bargaining organization.
- 6.2. When an employee is hired into any classified service job classification represented by AFSCME Local 1684, the County shall:
  - 6.2.1. Provide the new hire with a "New Employee Benefit Information Sheet" prepared by the County;
  - 6.2.2. Distribute an AFSCME membership packet (subject to approval by the Employee Relations Officer) to the new hire; and
  - 6.2.3. Provide a "New Employee Orientation" program. Such orientation shall include, but not be limited to, discussion of Humboldt County Merit System Rules, Salary Resolution, Employer-Employee Relations Policy and the current Memorandum of Understanding. The Union shall be provided no less than 30 minutes to present AFSCME information.

- 6.3. Subject to applicable law, the County shall provide the Union with an electronic copy of the names, employment status, date of hire, classification number, department number, worksite address, email, and direct line phone numbers, personal address, email and cellular/home phone numbers on file for all represented employees bi-weekly. In the event of a technological or software failure which prevents the submission of this data, the County shall meet with the Union to implement alternatives as soon as practicable.
- 6.4. The Union shall have access to the County's inter-office mail system and email system for communication with County management on matters within the scope of representation, and for communication between Union officers and Union stewards. The email system may be used to communicate to the membership to announce meetings and events with prior approval. Further, employees shall have break time internet access to AFSCME related website. If this privilege is abused, as determined by the County Employee Relations Officer, the access may be discontinued after having met and consulted with the Union.
- 6.5. The County agrees to notify the Union when the County intends to utilize SWAP and General Relief work crews for County projects of a temporary work nature that have not historically been performed by regular County staff. SWAP and General Relief work crews are not to be used to supplant County employees, but in certain cases may be used to supplement existing staff.
- 6.6. The County shall provide a computer run of the name and total number of hours worked per fiscal year of extra help employees in job classifications represented by the Union. Said computer run shall be provided on a quarterly basis.

## **7. Dues Deduction**

- 7.1. Deduction Procedure
  - 7.1.1. The County shall provide the Union with a list of newly hired employees at the time those employees receive their first paycheck from the County.
  - 7.1.2. All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, each pay period following the payday on which the deductions were made, together with a list of names, mailing addresses and the amount deducted for each employee for whom a deduction was made.

- 7.2. AFSCME Local 1684 shall indemnify, defend, and hold harmless the County of Humboldt, its officers, employees and agents, against any costs of defending against any judgments resulting from any and all suits, claims, demands, and liabilities that might arise out of or by reason of any action that shall be taken by the County of Humboldt or its officers, employees or agents for the purposes of complying with the requirements of this Article. The County of Humboldt and its officers, employees and agents may choose to be defended by their own counsel at Union expense.
- 7.3. Changes in the amount of dues deductions for AFSCME members that are from a flat rate amount to another flat rate amount (e.g., \$8.50 to \$9.00) will be allowed by the County and implemented as soon as practicable upon receipt of the notice of change by AFSCME. Changes in the particular coefficient (e.g., 1.1% to 1.2%) as well as the “cap” on the dues rate will be allowed by the County and implemented as soon as practicable upon receipt of the notice of change by AFSCME. Prior to implementation of any other substantially different method of calculating dues, AFSCME will request to meet and confer with the County to discuss the implementation costs associated with such a proposed change.
- 7.4. Should any provision of this Article be determined illegal or invalid by final judgment of a court of competent jurisdiction, such provision shall be stricken from the Memorandum of Understanding; however, such determination shall not invalidate the remaining Articles of this Memorandum of Understanding, and the remaining provisions hereof shall remain in full force and effect for the duration of this Memorandum of Understanding. Upon notification of such determination, the parties agree to meet and confer concerning substitution of provisions determined illegal or invalid.

## **8. Steward Recognition and Designation**

- 8.1. The County will recognize a reasonable number of Stewards and their role in matters related to the following subject areas:
- The administration of this Memorandum of Understanding.
  - Employee discipline cases.
  - Employee performance deficiency mitigation.
  - Employee safety and health.
- 8.2. Upon request, a written list of Stewards shall be furnished to the Employee Relations Officer no more than twice a year during the term of this Memorandum of Understanding.
- 8.3. Stewards shall be permitted reasonable use of County phones and email to make and receive local calls for the representational purposes cited in Paragraph 8.1 above; notice to the steward’s supervisor of time used will be provided weekly following such calls.

- 8.4. Long distance calls, or calls which interfere with the operations of County programs and services, are expressly forbidden.
- 8.5. Stewards shall not use County phones nor County paid time to organize new members.
- 8.6. A Steward may be granted reasonable time off from their normal work day or shift without loss of compensation for representational purposes described in Paragraph 8.1 above. Such paid release time is subject to the advance notification and approval of the Steward's immediate supervisor.
- 8.7. County and Union agree to hold mutual labor-management training with topics and training dates to be agreed upon mutually.

8.8. Paid Lost Time – Union Leave of Absence

Pursuant to the provisions of SB 1085, upon written request of the Union to the Human Resource Department, and subject to Department approval, the County shall grant a steward or union officer of the Union a reasonable leave of absence without loss of compensation or other benefits. Leave granted under this subsection 8.8. (Paid Lost Time - Union Leave of Absence) must be in full-day increments and may be on a fulltime, part-time, periodic, or intermittent basis and is subject to the following procedures and conditions:

- 8.8.1. The Union shall submit a written request to the Human Resources department, at least 10 business days in advance of the requested leave. The request shall specify it is being made pursuant to SB 1085 or Government Code Section 3558.8, as amended and shall identify the requested duration of the absence.
- 8.8.2. The leave shall be approved if the requested timeframe does not unreasonably interfere with the performance of County services and Department operations and provided the following conditions are met, unless otherwise mutually agreed:
  - No more than three (3) employees shall be on leave at the same time for the purposes of subsection 8.8;
  - Employees must have completed their initial probationary period; and
  - Employees are not on administrative leave for any other purpose.
- 8.8.3. Denials of leave for the purpose of subsection 8.8. will be communicated to the Union as follows:
  - The Human Resources department shall notify the union in writing and provide the rationale for the request not being considered reasonable.
  - The Union and/or employee may seek remedy through any court with jurisdiction or the California Public Employment Relations Board.

8.8.4. Upon approval of the leave, the Human Resources Department shall codify in a memorandum to the union of the approved leave dates in accordance with subsection 8.8. herein. For the duration of the employee's approved leave, the following shall apply:

- The employee shall receive general wage increase(s) and step increases authorized for said classification as outlined in Section 10. (Appointments, Advancements and Demotions).
- The employee shall not work overtime or in any other capacity for the County during such time the employee is on leave as provided in subsection 8.8.
- The Union shall reimburse the County for all benefits and compensation paid and earned/realized by the employee while on leave, as required by Government Code Section 3558.8, as amended including but not limited to all wages, health and retirement benefits, and any related direct and indirect employer driven costs. The County shall provide the Union with an invoice detailing all employer driven costs indicated for reimbursement under this Code.

8.8.5. The Union shall hold harmless, defend, and indemnify the County and its officers, agents, and employees from and against any liability, claim, action, cost, expense, fee, damage or loss attributable to any aspect of the County's administration of this Section 8.8 including but not limited to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom or to any violation of federal, state or municipal law or regulation arising out of or during the course and scope of the employee's approved assignment and/or any Workers Compensation benefits, liability, administrative and/or legal expenses associated with workplace injury occurring during the Section 8.8 leave.

## **9. Definitions of Employment Terminology**

(Article 9 is an excerpt from the Salary Resolution and included in this Memorandum of Understanding for informational purposes only.)

### **9.1. Employee.**

The term "employee" when used herein shall include officers, deputies, assistants and all other persons employed by the County of Humboldt in the offices and institutions of the County of Humboldt.

### **9.2. Position.**

The term "position" when used herein shall mean a set of duties and responsibilities which may be assigned to a person who becomes an employee. All positions shall be in

one of the following categories:

9.2.1. Regular Full-Time Position.

A position in which an employee works a continuing, year-round, five (5) day week of seven and one-half (7½) hours or eight (8) hours per day; or a continuing, year-round, four (4) day week of ten (10) hours per day. Regular full-time positions can be either in the classified or unclassified Merit System as defined in Resolution No. 78-142, Section 2.

9.2.2. Regular Part-Time Position.

A position in which an employee is paid on an hourly basis for working a continuing, year-round work week of fewer hours than the established work week in the department in which they are employed. Regular part-time positions are in the classified service as defined in Resolution No. 78-142, Section 2.

9.2.3. Grant Position.

A position which has been authorized by the Board of Supervisors as a direct result of grant funding (Federal or State) or other outside subsidy becoming available to the County for the budgeting of additional County positions for a specific period of time, except for work experience positions as defined in Paragraph 9.2.5 below.

9.2.4. Extra-Help Position.

A position intended to be occupied on less than a year-round basis to cover seasonal peak workloads, unanticipated workloads of a limited duration, normal vacation and sick leave relief, and other situations involving a fluctuating staff. Extra-help positions are paid on an hourly basis and are in the unclassified service as defined in Resolution No. 78-142, Section 2.

9.2.5. Work Experience Position.

A full-time or part-time position which is designed to provide job training to persons who might not otherwise be able to compete in the labor market for regular positions. Work experience programs are normally supported by Federal or State grant funding with the condition that positions in the programs do not replace regular positions in the work force. Work experience positions shall be identified by the name of the program, and incumbents in the positions shall have such benefits, rights and privileges as may be due them under the applicable program guidelines.

9.2.6. Emergency Position.

A position which is authorized during an emergency situation by the County Administrative Officer, as defined in Merit System Rule IV, Section 7, in order

to prevent stoppage of public business, loss of life, or damage to persons or property.

### 9.3. Appointment.

The term “appointment” when used herein shall mean the offer and acceptance of a job made in accordance with the Humboldt County Salary Resolution No. 78-142, and the Merit System Rules adopted by the Board of Supervisors. The offer must be made by the appointing authority or authorized representative and only to a person eligible for the type of appointment offered. The types of appointments are as follows:

#### 9.3.1. Permanent Appointment.

The appointment of a person to a regular full- time position in the unclassified service as defined in Paragraph 9.2.1 above, or to a regular full-time position in the classified service upon completion of the probationary period.

#### 9.3.2. Probationary Appointment.

A probationary appointment is the initial appointment of a person to a regular full-time position in the classified service and is made in accordance with Merit System Rule V.

#### 9.3.3. Provisional Appointment.

A provisional appointment is the appointment of a person to a regular full-time, regular part-time, or grant position in the absence of an appropriate employment list and is made in accordance with Merit System Rule IV, Section 6, pending the results of the next examination for the class to which the position is allocated. Provisional appointees must meet the minimum qualifications for the class prior to their appointment.

#### 9.3.4. Regular Part-Time Appointment.

The appointment of a person to a regular part-time position as defined in Paragraph 9.2.2 above.

#### 9.3.5. Grant Appointment.

The appointment of a person to a grant position as defined in Paragraph 9.2.3 above. In general, grant employees in full-time and part-time grant positions have all the rights and privileges of employees in regular full-time and regular part-time positions except permanent status and any exclusive rights or privileges of employees with permanent status; however, some grant appointments may carry with them a higher or lower level of rights, privileges or benefits, depending upon the regulations governing the administration of the specific grant program.

#### 9.3.6. Temporary Appointment.

The appointment of a person to an extra-help position as defined in Paragraph 9.2.4 above; or, under unusual circumstances and with the approval of the County Administrative Officer, to a regular full-time or regular part-time position. No temporary employee shall be allowed to work more than nine hundred sixty (960) hours during one (1) fiscal year under the direction of any one (1) appointing authority, except as authorized by the Board of Supervisors.

9.3.7. Substitute Appointment.

The appointment of a person to a regular full-time or regular part-time position which is filled by a regular employee who is expected to be on an authorized leave of absence without pay for more than sixty (60) continuous working days. A substitute appointment may also be made to fill the position of a regular employee who is working in a grant-funded position. Substitute employees have all the rights and benefits of the regular employees they are replacing, except for permanent status and any exclusive rights or privileges of employees with permanent status. In all cases, the duration of a substitute appointment shall be determined by the length of time the regular employee is absent from the position.

9.3.8. Work Experience Appointment.

The appointment of a person to a work experience position as defined in Paragraph 9.2.5 above.

9.3.9. Emergency Appointment.

An appointment authorized by the County Administrative Officer in an emergency situation, as defined in Merit System Rule IV, Section 7.

**10. Appointments, Advancements, and Demotions**

10.1. Appointments.

Appointments to and employment in the service of the County of Humboldt of employees who are on a range and step basis may not be made at a rate of compensation greater than the minimum applicable rate of compensation (Step 1A) except as follows:

10.1.1. Appointment at Advanced Salary.

When the maintenance of continuity of skilled or experienced personnel so requires, and that the qualifications, education, previous training and/or experience of a proposed employee justify a beginning salary in excess of such minimum compensation, upon approval of the County Administrative Officer prior to the date of hire or within 30 days of hire, an appointment may be authorized at some higher step than such minimum compensation in the appropriate range. After 30 days following an employee's date of hire, salary

advancements requested, other than those described in Paragraph 10.2 below, must be approved by the Board of Supervisors per Section 7 of the Salary Resolution.

10.1.2. Appointment Prior to Vacancy.

Upon recommendation of the department head, and with the approval of the County Administrative Officer, a person may be employed for training purposes for a period of time not to exceed two (2) weeks prior to the termination of services of the employee being replaced. The employment may be in the same position as the person being replaced.

10.2. Salary Advancements.

Salary advancements for personnel who are on a range and step basis are predicated on length of service as follows:

10.2.1. All such employees shall receive an automatic increase of one (1) step on the first day of the pay period following the date that the employee's total actual hours in paid status equals thirteen (13) pay periods of full-time service rendered by the employee to the County in the same class. Thereafter, each such employee shall receive an automatic one-step increase up to and including Step E when their total hours in a paid status at each step equals twenty-six (26) pay periods of full-time service rendered by the employee to the County in the same class. The effective dates of each step increase will be the anniversary date of such employee.

10.2.2. Employees who are paid on an hourly basis shall receive an automatic increase in the same manner as described above, with the first increase on the first day of the pay period following the date that the employee's total actual hours in a continuous paid status equals thirteen (13) pay periods of full-time service rendered by the employee to the County in the same class. Other than for the purpose of computing salary, the starting date of an employee's service shall be the first date of the pay period if the initial employment, promotion, reclassification or demotion occurs during the first half of said pay period, or the first day of the next succeeding pay period if the initial employment, promotion, reclassification or demotion occurs during the last half of said pay period.

10.3. Promotional Salary Placement.

An employee on a range and step basis promoted or reclassified to a position in a class having a higher maximum rate than that of their present class shall receive the minimum salary for that class or the rate in the new range which is next above their present rate, whichever is greater. Additional salary increases within the range shall be in accordance with the principle set forth in Paragraph 10.2 above, with the first

increase on the first day of the pay period following the date that the employee's total actual hours in a paid status equals thirteen (13) pay periods of full-time service rendered by the employee to the County in the same class.

When the normal promotion or reclassification for any employee to a higher class would result in a salary increase of less than five percent (5%), the salary of such employee will be adjusted to the step in the new range which is at least five percent (5%) higher than the present salary rate, or the maximum salary for the class, whichever is less.

The effective date of a reclassification shall be the first day of the pay period following approval of the reclassification by the Board of Supervisors.

For reclassifications and promotions, additional ranges being received temporarily by an employee (acting supervisor, working out of class, etc.) are not included in the calculation for step placement.

10.3.1. Any classification whose advancement is based upon professional certification/registration shall be advanced effective the first pay period following receipt by the Department head of written receipt of a copy of the required certification/registration.

#### 10.4. Demotions.

Demotions for employees on a range and step basis are to be handled as follows:

##### 10.4.1. Voluntary or Involuntary Demotions.

###### 10.4.1.1. Voluntary Demotions.

The wage of an employee who voluntarily demotes shall be adjusted to the step in the new range that would have been attained if the total service of said employee in county service were combined and full credit given for step increases. The employee's anniversary date will remain unchanged.

###### 10.4.1.2. Involuntary Demotions.

The wage of an employee who is involuntarily demoted will normally be adjusted to the step in the new range that would have been attained if the total service of said employee in the class from which the demotion occurred and the class to which the demotion is made (if any) county service were combined and full credit given for step increases. The appointing authority may place an employee in a lower step than provided above for just cause, subject to due process. The employee's anniversary date will remain unchanged.

##### 10.4.2. Downward Reclassification.

When an employee's position is reclassified to a class having a lower salary

range, the employee shall be placed either:

- 10.4.2.1. On the step in the new range that is equivalent to the salary received under the old range; or
- 10.4.2.2. On the nearest higher step of the new range if the present salary falls between steps of the new range.
- 10.4.2.3. The employee's salary shall remain unchanged (Y-rated) if the salary on the old range is higher than Step E of the new range and shall remain unchanged until such time as general salary range adjustments increase the salary for the new class to a level which encompasses the Y-rated salary.
- 10.4.2.4. The salary of a downward reclassified employee that is within the range of the demoted class shall be adjusted to the next higher step in that range at the employee's next thirteen (13) pay period or twenty-six (26) pay period increase, whichever occurs first, except as provided in Section 7 of the Salary Resolution.

10.5. Employment of Relatives.

No person shall be employed by an appointing power who is a relative of the appointing power, and no person shall be assigned to a position that would cause him to directly supervise or be supervised by a relative, except in cases where female prisoners require escorts, or, upon approval of the Director of Human Resources, in positions requiring peculiar or exceptional qualifications of a scientific, professional or expert character.

- 10.5.1. "Relative" as used herein shall mean spouse, domestic partner, parent, child, grandparent, grandchild, or sibling. "Domestic partner" shall mean a person who is neither married nor related by blood or marriage to the employee, is the employee's sole spousal equivalent, and is responsible with the employee for each other's welfare.

**11. Regular Part-Time Status**

- 11.1. The County and the Union agree that employees in regular part-time positions within the classified service (as defined below) shall be subject to the following:

- 11.1.1. Regular Part-Time Position.

A position in the classified service in which an employee is paid on an hourly basis for working a continuing, year-round work week of fewer hours than the established work week, but one-half (½) or more of a regular full-time work week, in the department in which they are employed. Employees working less than half-time (0.5 FTE) shall be considered extra-help as described in Salary Resolution Section 2 C (4).

- 11.2. The following provisions shall apply to regular part-time employees:

- 11.2.1. Merit System Rule IV (Recruitment, Selection and Appointment), Sections 3 (Promotional Examination) and 8 (Reinstatement).
- 11.2.2. Merit System Rule V (Probationary Periods).
- 11.2.3. Merit System Rule VI (In-Service Personnel Transactions), Section 3 (Demotion), 5 (Transfer), and 6 (Annual Performance Report).
- 11.2.4. Merit System Rule VII (Termination of Employment) except those sections applicable to Humboldt Deputy Sheriffs' Organization.

## **12. Differential Salaries**

### **12.1. Night Shift Differential.**

- 12.1.1. All employees who work a full-time shift (seven and one-half, eight, or ten hours) or more, which includes at least five (5) consecutive hours of work between 5:00 p.m. and 8:00 a.m. as a regular work assignment shall be paid fifty cents (\$0.50) per hour above their regular hourly rate for all hours worked. It is expressly understood that additional time, which is worked as an extension of an assigned day shift and on-call duty shall not qualify an employee for night shift differential.
- 12.1.2. Employees working at Sempervirens, PES or the Children's Center in the licensed classifications of Crisis Specialist, Behavioral Health Clinician I/II, Behavioral Health Case Manager II, Nurse Case Manager, Psychiatric Nurse, Psychiatric Technician I/II, and Supervising Psychiatric Nurse shall be paid a total of seventy-five cents (\$0.75) per hour during the swing shift (currently 3:00 p.m. – 11:00 p.m.) and a total of one dollar and seventy-five cents (\$1.75) per hour during the night shift (currently 11:00 p.m. – 7:00 a.m.). Other classes may receive said differential when agreed to by the County Director of Human Resources and the Union.
- 12.1.3. Social Workers and all employees assigned to the Call Center who work a full-time shift (seven and one-half, eight or ten hours) or more which includes at least four (4) consecutive hours of work between 4:00 p.m. and 8:00 a.m. as a regular work assignment shall be paid fifty cents (\$0.50) per hour above their regular hourly rate for all hours worked. It is expressly understood that additional time which is worked as an extension of an assigned day shift and on-call duty shall not qualify an employee for night shift differential. The parties shall meet and confer regarding the appropriateness of adding additional classifications to receive such shift differential.
- 12.1.4. Employees whose work assignment entitles them to night shift differential shall receive the differential for hours taken as leave with pay until the first regular work day for which they would not be eligible for the differential

12.2. Meal Differential.

One meal per shift will be provided to employees who work at the Correctional Facility, Juvenile Hall, Regional Facility and Department of Health and Human Services when meals are served; and a snack will be provided to such employees who work at these facilities during the graveyard shift. This meal differential shall be limited to those employees whose work assignment prohibits them from leaving the facility to eat elsewhere during their meal period.

12.3. Outstation Differential.

Sworn personnel in the Sheriff's Department assigned to substation and resident deputy posts (excluding Scotia) will receive one hundred fifty dollars (\$150.00) per month above their established salary range and step for special outstation pay.

12.4. Pay for Work in a Higher Classification

12.4.1. Upon assignment by the department head or designee, an employee may be required to perform the duties of a classification with a higher salary range or required to perform the principal duties of their supervisor when the supervisor is absent from the position or the position is vacant.

Employees so assigned shall be compensated with the salary the employee would receive if the assignment was a promotion to that position; provided, however, that the employee shall only receive such additional compensation when the assignment is for ten (10) consecutive work days or longer.

Correctional Deputies shall receive this type of compensation when the assignment is for eighty (80) consecutive working hours or longer.

12.4.2. Assignments will not be rotated or established as periodic to avoid the payment of compensation provided under this section but may be rotated to provide experience to more than one employee, or other valid reasons. All such assignments shall be noted in the employee's next performance report, including a statement regarding the quality of the employee's performance during the assignment.

12.4.3. Section 7 of the Humboldt County Salary Resolution, and Paragraphs 9.2.6 and 9.3.6 of this Memorandum of Understanding will not be used to undermine the provisions of this section but may be used to provide appropriate compensation and to expeditiously fill vacant temporary positions under special circumstances when conditions so warrant.

12.4.4. The provisions of this section shall also apply to assignments which are made to positions designated as "management" or "confidential," including department head positions. Employees so assigned shall continue to be covered by the provisions of this Memorandum of Understanding.

12.5. Registration Incentive.

Employees in the class of Assistant Engineer I/II who obtain California registration as a Professional Civil Engineer shall receive a ten (10) salary range increase above base salary for said registration. Such increase shall commence on the first day of the pay period following the date the employee receives written notice of said registration from the state.

12.6. Bilingual Specialty Pay.

Employees filling a position designated by their department head as requiring the use of bilingual skills to translate, answer phone calls, do research, and speak with or write to clients in a language other than English shall receive specialty pay compensation if the following criteria are met:

12.6.1. The employee has been certified as bilingual by the Director of Human Resources following achieving a passing score on the verbal, or verbal and written, proficiency exam; and

12.6.2. For positions which the department head has designated requiring bilingual skills on the average of at least 10% of the employee's work time, the specialty pay shall be as follows:

- Verbal certification: \$75.00 per pay period
- Verbal and written certification: \$125.00 per pay period

12.6.3. For positions which the department head has designated as requiring bilingual skills on the average of less than 10% of the employee's work time, the specialty pay shall be as follows:

- Verbal certification: \$35.00 per pay period
- Verbal and written certification: \$75.00 per pay period

12.6.4. An employee who receives a bilingual premium who is called upon to assist employees in other classifications who do not have bilingual skills shall not be considered as working out of their classification.

12.6.5. Employees working less than full-time shall receive a pro-rated amount of the above Bilingual Specialty Pay.

12.6.6. The County retains the right to rotate employees receiving Bilingual Specialty Pay for the purposes of training or experience. The County shall equitably rotate bilingual assignments among certified employees in a division so that each has an opportunity to earn bilingual pay and shall reasonably provide opportunity for employees to test for bilingual proficiency upon request.

12.6.7. County employees cannot conduct and the County cannot order employees to conduct County business in a language other than English unless they are certified as bilingual by the County.

12.7. Class A Stipend.

Employees in the classification of Road Maintenance Worker I/II and Boat Operator I/II shall receive a \$100.00 per pay period stipend for possessing a valid California Class A driver's license.

12.8. The County agrees to conduct a study of Environmental Health Specialist I/II, Sr., and Supervising, to evaluate duties specific to Hazardous Materials Response Team, the study to be concluded by 1/30/16; and upon conclusion of the study, but no later than 4/30/16 the County shall meet and confer on the need for Hazardous Response Team response remuneration.

12.9. Employees assigned as Lactation Consultants shall be provided a stipend of \$600 per year payable in 26 equal installments for obtaining or maintaining certification.

12.10. Child Welfare Services Division.

12.10.1. Social Worker Classification.

Effective the first full pay period following the adoption of the successor MOU by the Board of Supervisors or as soon thereafter that is administratively feasible, Social Workers, including Supervisors, assigned to the Child Welfare Services Division shall receive the following:

12.10.1.1. \$2,000.00 stipend upon reaching the employee's three- year anniversary. This payment would apply to current employees (i.e., employees who have already, and who have not yet, reached their third anniversary).

12.10.1.2. 3.0% (6 ranges) base wage adjustment for employees with four (4) years or less employment within the CWS Division.

12.10.1.3. 5.0% (10 ranges) base wage adjustment for employees with more than four (4) years of employment in the CWS Division.

12.10.2. Social Service Aide Classification.

Effective the first full pay period following the adoption of the successor MOU by the Board of Supervisors or as soon thereafter that is administratively feasible, Social Service Aides assigned to the Child Welfare Services Division shall receive the following:

12.10.2.1. 3.0% (6 ranges) base wage adjustment for employees with four (4) years or less employment within the CWS Division.

12.10.2.2. 5.0% (10 ranges) base wage adjustment for employees with more than four (4) years of employment in the CWS Division.

12.11. Hazard Pay

12.11.1. Location/Coverage.

The work places covered by this differential are the following locked/secured facilities:

- Semper Virens/PES/CSU
- Correctional Facility
- Juvenile Hall Regional Facility

#### 12.11.2. Differential Pay

A premium of ninety-five cents (\$0.95) per hour shall be paid to coded classifications while in paid status whose regular assignment for the County is in a work place described in 12.11.1., this payment shall be made irrespective of classification, pay level, overtime status, holiday work or other wage variations. This hazard duty premium shall be added to the base pay of all represented employees regularly assigned in these facilities.

An employee must work a minimum of 30 consecutive minutes per entry into a work place described in 12.11.1 prior to being eligible for the hazard duty premium. Represented classifications shall receive an additional full hourly premium for time worked of more than six(6) minutes in any hour after the first hour of work.

If the work of a represented classification covered by the foregoing requires absence from a work place described in 12.11.1 for less than 100% of working time during any pay period such coded classification shall receive hazard duty pay.

The hazard duty premium shall not be used in computing payments at the time of termination.

#### 12.12. Federal Motor Carrier Safety Administration (FMCSA) Trainer Incentive Pay

Employee's may request, and must be designated, as an FMCSA Trainer by their Department Head and/or their designee. After assessing the organizational/business needs of the Department in performing its official functions, the Department Head and/or their designee must determine that there is a need for an FMCSA Trainer for the position that is held by the requesting employee. The selected employee must provide verification that they meet FMCSA requirements to serve as an FMCSA Trainer.

While serving as an FMCSA Trainer, the selected employee will provide training and supervision in compliance with FM CSA standards to other employees working to obtain their Commercial Driver's License (COL);

The incentive pay will only apply to hours worked while providing training in an FMCSA Trainer capacity. Eligible hours will be paid \$25 per hour in addition to the employee's base rate of pay. FMCSA Trainer incentive hours will be coded on the employee's timecard and paid out by pay period.

## 13. Overtime

### 13.1. Contract Overtime Computation.

13.1.1. Overtime shall be computed on the basis of actual hours worked in excess of an employee's regular work week.

13.1.2. Overtime of five minutes or less in excess of a regular work day shall not be computed, nor shall such periods be accumulated. Overtime of more than five minutes in excess of a regular work day shall be computed on the basis of actual time worked.

13.1.3. When an employee covered by this Memorandum of Understanding has taken compensatory time off, or time off for holidays, such time off shall count as time worked for purposes of calculating overtime under this Article.

### 13.2. Prior Approval of Contract Overtime.

No contract overtime may be earned without prior approval of the appointing authority or their designee.

### 13.3. Contract Overtime Accumulation and Payment.

When an employee's accumulated compensatory time exceeds eighty (80) hours at the end of any given pay period, such employee shall receive monetary payment in that period's biweekly check for CTO accrual in excess of the eighty (80) hours cap. Upon separation from County service, employees will be compensated in their final check for compensatory time earned but not taken. When it becomes necessary, in order to maintain efficient operations, the County Administrative Officer may authorize the payment of overtime to an employee who has less than eighty (80) hours of accumulated compensatory time.

### 13.4. Use of Accumulated Compensatory Time Off.

Employees may take time off for accumulated compensatory time earned for overtime at their own discretion, subject to approval by the appointing authority or designee.

### 13.5. Contract Overtime.

All overtime compensation is calculated at straight time) based upon each employee's regular rate of pay unless one of the exceptions in Section 13.5.1 or 13.5.2 apply. Overtime compensation for these two exceptions is calculated at one and one-half times each employee's regular rate of pay:

#### 13.5.1. Time Worked on a Regular Day Off (1½).

The first exception is time worked on a regular day off for those employees who normally work a thirty-seven and one-half (37½) or forty (40) hour FLSA workweek period.

13.5.2. Work Over Forty Hours Per Week (1½).

The second exception is time worked in excess of forty (40) hours per FLSA workweek period.

13.6. Unclassified Contract Overtime.

Employees in extra-help positions shall receive cash compensation for overtime worked.

13.7. Contract Overtime for Staff Meetings and Training Sessions.

Staff meetings which cannot be scheduled during regular working hours shall be considered overtime for those employees eligible to receive overtime. Training sessions which cannot be scheduled during regular working hours shall be considered overtime for those employees eligible to receive overtime when mandated by the appointing authority or by the certification and/or licensure requirements for particular classifications. No overtime may be earned for staff meetings and training sessions without prior approval of the appointing authority or their designee.

13.7.1. When an employee participates in training at their discretion, no compensation shall be provided in addition to the employee's regular compensation. However, employees shall be considered working for purposes of Workers' Compensation.

13.8. Correctional Deputy

The County and the Union agree to discuss hours of work, contract overtime issues and compensation for the Correctional Deputy series upon request of either party.

13.9. Cash Compensation for Contract Overtime in Emergencies.

When the Board of Supervisors declares that a state of local emergency exists or the Governor declares that a state of emergency exists within the County of Humboldt, authorization for cash compensation for the pay period in which the overtime is worked shall be given by the department head for all employees assigned to duties specifically related to the emergency.

13.10. Cash Compensation for Contract Overtime on Holidays.

When an employee is required to work on a regularly scheduled holiday, overtime earned on the holiday shall be paid in cash during the pay period in which the overtime is worked.

13.11. Disposition of Accumulated Leave at Termination.

- 13.11.1. Accumulated compensating time off will be paid off in cash at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of the leave time.
- 13.11.2. Payment for unused compensatory time shall be at a rate of compensation not less than the average regular rate received by such employee during the last 3 years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

13.12. Contract Overtime Assignment.

The division may implement an overtime assignment based on either a rotation system or a seniority system as outlined in (a) or (b) below:

- a) The rotation-based system shall equalize the opportunity for employees to bid overtime and to be mandated overtime assignments over an established period of time.
- b) The seniority-based system shall offer the most senior qualified employee in the division the opportunity to bid and work the overtime first, with additional overtime opportunities offered and assigned by seniority in descending order to those who are qualified. If there are insufficient volunteers, the least senior qualified employee shall be mandated to work the overtime and additional overtime will be mandated by ascending seniority order of those who are qualified.

13.13 Statutory Overtime – Work Periods.

For the purpose of calculating overtime pursuant to the requirements of the Fair Labor Standards Act ("FLSA"), the County will apply a work period of seven consecutive days as required under 29 USC 207(a) of the FLSA. This requires the payment of FLSA overtime for all hours actually worked by non-exempt personnel in excess of forty (40) hours in the seven-day work period.

13.14 Overtime Dispute Resolution Procedures.

The County and AFSCME acknowledge and agree that subsections 13.1-13.12 above establish the full extent of the County's contractual obligations to pay overtime for services rendered within the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime under the FLSA are asserted by or on behalf of any member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The County and AFSCME further acknowledge and agree that any and all claims for statutory overtime under the FLSA are expressly excluded from the parties' applicable grievance procedure set forth in the County's Merit System Rules.

Nothing in this section precludes a division from establishing an alternative overtime bid

system after meeting and conferring with the Union.

## **14. On-Call**

### **14.1. On-Call Assignment Policy.**

On-call duty may be assigned by a department head with the approval of the County Administrative Officer. "On-call" is defined to mean "a period of time in addition to the normal work schedule in which an employee is required by their department head to remain available for immediate call." On-call duty requires the employee so assigned: (1) to be ready to return immediately to calls for their service; (2) to be reached by telephone or radio; (3) to remain within a specified distance from their normal workstation; and (4) to refrain from activities which might impair their ability to perform their assigned duties. On-call assignments shall be offered by either a rotation-based system or a seniority based system as outlined in Article 13.12. Nothing in this section precludes a division from establishing an alternative on-call bid system after meeting and conferring with the Union.

### **14.2. On-Call Compensation.**

Any employee required by their department head to remain available for immediate call shall receive fifteen (15) minutes of compensatory time off for each hour on-call, except that Probation Department employees shall be compensated either in cash or compensatory time off, at the discretion of the Chief Probation Officer and with the approval of the individual employee, on the basis of fifteen (15) minutes of compensation for each hour on-call.

## **15. Call-Back**

### **15.1. Call-Back Minimum Compensation Policy.**

Employees required to work a) in excess of a regular working day or shift, or b) on a day off shall be credited for a minimum of three (3) hours of overtime when such excess time is not continuous with the regular, scheduled working day or shift and any of the following conditions appear:

#### **15.1.1. No Prior Notice.**

An employee is called back to work without having been so notified prior to the completion of their regular working day.

#### **15.1.2. Work More Than Three Hours After Regular Work Day.**

An employee has been notified prior to the completion of their regular working day that they will be required to return to work at a time more than three (3) hours after the completion of their regular working day.

#### **15.1.3. Call-Back Policy Explanation.**

An employee who is required to return to work a second time within four (4) hours of time worked under one of the conditions set out above shall not receive an additional three (3) hours minimum credit for such second call but shall be compensated for actual hours worked.

- 15.1.4. Correctional Deputies who have a required court appearance, scheduled on a non-regularly scheduled workday which is cancelled with less than 24 hours' notice shall receive 2 hours overtime compensation.

Label	Situation	Compensation
A	Employees authorized to be on-call/standby.	Employee will receive two (2) hours of wages for each eight (8) hours of on-call/standby time required by the County (prorated for less/more than a full eight (8) hours of on-call/standby).
B	Employees, while on-call/standby, who receives an authorized telephone call.	In addition to the on-call/standby time, the employee will receive payment for the actual time spent on the phone. The rate of pay shall be at one and one half (1½) times the employees regular rate of pay (regardless of FLSA workweek status).
C	Employees, while on-call/standby, who are required to respond in person.	<p>Employees will be paid at a minimum of three (3) hours, (or actual hours worked if more than three hours) compensation at one and one half (1 ½) times their regular rate of pay for responding in person.</p> <p>Compensatory time off may be credited to the employee in lieu of overtime at the discretion of the Department Head.</p> <p>Response time begins at the conclusion of the phone call which required the response and ends when the employee has returned home or has begun their next regularly scheduled work day, whichever occurs first.</p> <p>On-call/standby time is not paid when the employee is receiving regular or overtime compensation during the response period.</p>

Label	Situation	Compensation
D	Employees who are scheduled to be on-call/standby and continue to work beyond their normally scheduled working hours, or the employee comes to work early and is holding the responsibility of being on- call/standby.	On-call/standby time is not to be compensated when an employee is receiving regular or overtime wages. The only exception to this is described in (B), above. Compensation for this category is described in (F).
E	<p>1) For employees who normally work 37.5 or 40 hours per week and are scheduled to work on their regularly scheduled day off.</p> <p>2) Any time worked on a Holiday.</p> <p>3) Any hours worked over 40 hours per week.</p>	Per Article 13, these situations are always overtime at one and one half (1 ½) times the regular rate of pay.
F	Employee works beyond their normally scheduled shop time, or employee begins work prior to their normally scheduled start time, or those employees not regularly scheduled for 37.5/40 hours per week who work on a regularly scheduled day off, or all other situations not described in (A) – (E), above.	Employees will be paid or credited with compensatory time off for all authorized excess time worked (as described in Article 13). Payment will be made at the appropriate rate of pay in accordance with the FLSA or as otherwise addressed in MOU. Generally, for hours worked beyond forty (40) in the workweek, overtime or compensatory time off will be given; it is at the discretion of the Department Head whether the employee receives wages or compensatory time off.

## 16. Miscellaneous Provisions

### 16.1. Rest Periods.

Each appointing power shall grant rest periods to employees of their department. Such rest periods shall not exceed fifteen (15) minutes. Rest period time not taken cannot be

accumulated and shall be taken as shown below:

<b>Hours worked in a day</b>	<b>Number of breaks</b>
</- to 2	0
>2 to 5	1
>5 to 10	2
>10	3

16.2. Employee Working in Two or More Departments May Be a Regular Full-Time Employee.

In the event that any individual is employed as a regular part-time employee in each of two or more County departments, but the aggregate amount of time worked by such employee is the same as that worked by a full-time employee who is employed in a single department, then such employee shall be considered to be a regular full-time employee insofar as rights to vacation with pay, sick leave and all other rights accruing to regular full-time employees are concerned.

16.3. Grant Status.

Employees in grant status shall become regular employees and shall be in a probationary status if they have served in their current class less than six months. They shall be in a permanent status if they have served in their current class six months or more. Said employees' previous time spent in grant status shall be counted for purposes of seniority points in the event of a reduction in force.

16.3.1. New grants will be evaluated on a case by case basis to determine whether positions funded should be regular status or grant status. Grants which are anticipated to continue beyond one year normally will be filled by probationary/permanent employees.

16.3.2. In no event shall any allocated position remain grant status for longer than two years. At the end of two years, a grant position shall become regular.

16.3.3. Should a grant position become regular, time spent in grant status by the incumbent shall be counted for purposes of probationary period and seniority points.

16.4. Correctional Deputy Involved Shootings.

16.4.1. A qualified Department of Justice criminalist shall be requested to assist in investigation of all Deputy involved shootings.

16.4.2. If a Deputy in this unit is involved in a shooting, every attempt will be made to immediately contact either the AFSCME representative or the PORAC representative. The choice of the person contacted shall be by the Deputy involved.

16.5. Job Sharing.

Job sharing is defined as the allocation of a full-time position to two employees. Job sharing is subject to the following:

16.5.1. Prior written approval of the Appointing Authority.

16.5.2. Accrual and use of benefit time (vacation, sick leave, holidays, etc.) to be based on the part-time hours assigned to each of the employees job sharing.

16.5.3. Employees will be eligible for benefits based on the part-time hours assigned to each of them. One of the employees must agree to waive participation in the County medical insurance program (including opt- out payment).

16.5.4. The Appointing Authority may, at any time, revoke the job sharing arrangement. Employees may then return to their prior position, if vacant and budgeted, or they will be offered the following options:

16.5.4.1. One may assume the fully allocated position based on seniority.

16.5.4.2. May move to another vacant position in the same class in the same department or another department if accepted by the new department's appointing authority.

16.5.4.3. May move to a lower level position in the same or related series in the same department or another department if accepted by the new department's appointing authority.

16.5.4.4. May be laid off in accordance with applicable County Merit System Rules or LAPS Rules.

16.6. Carpooling.

The County and AFSCME agree to form a joint committee to discuss issues surrounding the reduction in the number of employees using vehicles with only one occupant. Subjects to be discussed include, but are not limited to the following: carpooling, preferred parking for carpool participants, HTA discount for County employees.

16.7. New Employee Orientation.

Whenever a person is hired into a County position and required to attend a new employee orientation, that orientation shall only occur after the date of hire of the employee and shall be paid work time. Refer to release time, Section 4.

16.8. Correctional Deputy Shift Rotation.

Shift rotation will occur three (3) times in a twelve (12) month period; beginning the second pay period in January, second pay period in May, and the second pay period in September.

16.9. Correctional Deputy Shift Trades.

Two (2) or more Deputies of equal rank may trade shifts in compliance with division policy. Shift trades will occur in conjunction with the shift rotation (see 16.8). Shift trades are between Deputies of the same rank. Up to four (4) Deputies may be involved in a trade. Depending on the Deputy's chain of command, it is the responsibility of the appropriate lieutenant to approve or deny shift trade requests. All shift trade requests must be submitted seven (7) weeks in advance of the shift rotation. If a supervisor recommends against the trade, they must state their reasons in writing. Deputies not requesting trades will follow their natural rotation. Five (5) weeks prior to shift rotation, the staff lieutenant will post a finalized shift rotation roster. Correctional Deputy I will not be allowed to trade until the completion of the department's twelve (12) month probationary period.

16.10. The parties agree to a labor Management Committee for Correctional employees to address the following:

- Scheduling of overtime methods
- Banking Comp-time vs Payment of overtime
- Explore improving snacks.

**17. Outside Employment**

17.1. Policy on Incompatible Activities.

Each employee and officer of the County of Humboldt, regardless of the capacity in which they may be employed, is hereby prohibited from engaging in any activity inconsistent, incompatible, or conflicting with their duties or which might impair the impartial performance of their duties. Any employee engaging in outside employment shall notify their appointing power of the nature and expected duration of such outside employment seven (7) days before the commencement of such outside employment. Such employee or officer shall not perform any work, service or counsel for compensation outside of County employment where any part of their efforts will be subject to approval by any officer, employee, board or commission of Humboldt County unless otherwise approved in the manner prescribed below.

- 17.1.1. Each appointing power may determine those outside activities, as defined in this Article, for employees under their jurisdiction, that are inconsistent, incompatible, or in conflict with their duties as Humboldt County officers or employees. An employee's outside employment, activity or enterprise may be prohibited if it:

- 17.1.1.1. Involves the use for private gain or advantage of Humboldt County time, facilities, equipment and supplies, or the badge, uniform, prestige, or influence of their Humboldt County office or employment; or
- 17.1.1.2. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than Humboldt County for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the regular course of their Humboldt County employment or as a part of their duties as a Humboldt County officer or employee; or
- 17.1.1.3. Involves the performance of an act in other than their capacity as a Humboldt County officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee of Humboldt County; or
- 17.1.1.4. Involves such time demands as would render performance of their duties as a Humboldt County officer or employee less efficient.

17.1.2. An employee or officer may appeal an adverse decision of the appointing power, within five (5) days after written notification of the decision, by written appeal to the Director of Human Resources who shall affirm, reverse or modify the decision of the appointing power. The employee or officer may then, within five (5) days after written notification of the decision of the Director of Human Resources, appeal in writing to the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.

17.2. Prohibition Against Personal Use of County Equipment.

No County-owned equipment, autos, trucks, instruments, tools, supplies, machines or any other item which is the property of the County of Humboldt shall be used by any employee of the County while said employee is engaged in any outside employment or activity, for compensation or otherwise, except upon prior order by the Board of Supervisors.

17.3. Prohibition Against Loaning County Equipment.

No employee shall allow any other person to rent, borrow or use any of the items mentioned in Paragraph 17.2 above for any other than a public purpose, except upon prior order of the Board of Supervisors.

17.4. Penalty for Violation of Section.

Any violation of the provisions herein contained respecting outside employment or activity and use of County property shall constitute sufficient grounds for immediate

dismissal from the County service of the officer or employee guilty thereof within the prevailing due process rights available under the Humboldt County Merit System Rules and/or Peace Officers Bill of Rights.

## **18. Vacations**

### **18.1. No Vacation Until Earned.**

No vacation shall be allowed to any County employee until such vacation has been earned as provided herein.

### **18.2. Initial Vacation Entitlement.**

Employees in regular full-time positions shall be allowed the hourly equivalent of one (1) day of credit for vacation with pay. Thereafter, such employee shall, for each calendar month of full-time service, be allowed the hourly equivalent of one-fifth (1/5) of an established work week of credit for vacation with pay. No vacation will be credited for any month in which an employee is absent for more than one-half (1/2) of such month on leave of absence without pay.

### **18.3. Vacation Computation.**

18.3.1. After completion of three (3) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of one-fourth (1/4) of an established work week of credit for vacation with pay.

18.3.2. After completion of ten (10) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of one-third (1/3) of an established work week of credit for vacation with pay.

18.3.3. After completion of fifteen (15) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of five-twelfths (5/12) of an established work week of credit for vacation with pay.

18.3.4. After completion of twenty (20) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of one-half (1/2) of an established work week of credit for vacation with pay.

18.3.5. The following table is illustrative of the number of vacation days employees may earn for continuous employment, providing they are not absent for more than one-half (1/2) of any month on leave of absence without pay:

<b>Years of Service</b>	<b>Vacation Days Earned Per Year</b>
1 – 3	12
4 – 10	15
11 – 15	20
16 – 20	25
21 – up	30

**18.4. Vacation Accumulation – Maximum.**

It is the intent and desire of the Board of Supervisors that each employee take a vacation each year. The time when vacation is taken shall be determined by the appointing power of the employee. No employee shall be entitled to accumulate more unused vacation than the equivalent of that which has been earned during the preceding twenty-four (24) month period. No additional credit for vacation shall be allowed to an employee so long as they have to their credit accumulated unused vacation in the foregoing maximum amount. It shall be the duty of each appointing power to grant vacation time in such a manner that an employee will not forfeit any earned vacation time. Denial of vacation request may be appealed to the Director of Human Resources.

**18.5. Payment for Vacation on Termination.**

Any employee who has been in continuous full-time service of the County for a period two (2) pay periods or more who resigns, terminates or retires there from, without prior thereto having taken the earned vacation to their credit at the time, shall thereupon be paid the monetary value of such earned vacation computed upon the base pay of that employee in effect at the time of the termination of their employment. It shall not be necessary to carry such employee on the payroll for the vacation period, and the vacancy thus created may be filled at any time after the employee ceases to perform the duties of their office or employment.

18.5.1. Accumulated vacation will be paid off in cash at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of the leave time.

**18.6. Payment for Vacation on Death.**

In case an employee dies while employed by the County with earned vacation to their credit at the time they die, their heirs or legatees shall thereupon be paid the monetary value of such accrued vacation time computed upon the base pay of the employee at the time of their death. Except as provided in this and Paragraph 18.5 above, no

employee shall be entitled to any compensation for accrued vacation that is not taken.

18.7. No Vacation for Temporary Employees; Part-Time Vacation Accumulation.

No vacation with pay is allowable to temporary employees. Regular part-time employees shall be entitled to vacation benefits provided by this section in that proportion that the actual number of hours worked bears to full-time employment.

18.8. Temporary Employee Appointed to Regular Position – Vacation.

If a temporary employee who has been working full-time is appointed to a regular position without a break in service, the hours of continuous service as a temporary employee shall be recognized in the computation of vacation benefits provided by this section.

18.9. Vacation/Use or lose Holiday or Comp-time - Conversion to Sick Leave.

When an employee is using authorized, pre-approved vacation, use or lose Holiday or Comp-time, credit they may convert the approved leave to sick leave under the following conditions:

18.9.1. The employee must submit written documentation from a physician verifying that the employee was ill or injured during the time period requested for the conversion; and

18.9.2. The physician's written documentation must verify that the illness or injury would have prevented the employee from reporting to work and continuing to work their entire shift; and

18.9.3. Leave credits may not be converted for less than one regular work shift.

18.10. Correctional Deputies may take vacation on a seniority basis as follows:

18.10.1. Employees shall submit a vacation request at least thirty (30) days prior to the effective date of the vacation, except when an employee and department agree to less advance notice to their supervisor or the supervisor's designee.

18.10.2. Such request shall be returned to the employee within ten (10) days of the date the request was submitted, either approved or disapproved. Such requests shall be evaluated on a first come basis. Two or more requests for the same vacation day(s) submitted on the same day shall be approved on a seniority basis (seniority for this section shall be defined as date of hire as a Correctional Deputy). If an employee does not receive a dated written response from their supervisor in person, by submission to the employee's office mailbox, or by electronic mail within ten (10) days of submission, the employee will automatically receive the requested days off.

- 18.10.3. Cancellation of an approved scheduled vacation may be authorized, at the division administrator level and above, only in the event of an emergency.
- 18.10.4. An emergency means a natural or manmade disaster or sudden unexpected need to increase the level of services to the community.
- 18.10.5. An employee whose vacation is cancelled by the Department shall receive preference in rescheduling vacation.
- 18.10.6. Employees who voluntarily transfer from one work assignment unit to another will be subject to review. This would also apply when a Deputy requests and receives a shift trade. When a shift trade occurs any previously approved requests will be evaluated on a case by case basis.
- 18.10.7. For bargaining unit employees assigned to the Correctional Facility, maximum vacation accrual under the MOU shall increase from two (2) times to three and one-half (3.5) times commencing from the issuance of written notice of mandated overtime for all Correctional Deputies covered by the MOU and shall revert to two (2) times upon issuance of written notice that such mandatory overtime is lifted. At the time such mandatory overtime is lifted, any hours accrued in excess of the Correctional Deputy's maximum vacation accrual, plus 48 hours, shall be transferred to the employee's holiday time bank.
- 18.10.8. The parties shall conduct a differential study for journey level Juvenile Corrections Officers and Correctional Deputies. The agencies to be included in this study shall include Mendocino, Del Norte, Trinity, Shasta and Lake Counties. The results of the study shall not require any meet and confer or meet and consult obligations by either party for the life of the MOU.

## **19. Sick Leave with Pay**

### **19.1. Computation of Sick Leave.**

Employees in regular full-time positions shall earn and shall be entitled to the hourly equivalent of one (1) working day of sick leave with pay for each month of service. Such sick leave with pay can be granted only for 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. The total amount of sick leave accrued shall be unlimited.

### **19.2. No Accrual Provision.**

Sick leave shall be considered a benefit and not a right of the employee. No sick leave shall be accrued for a month wherein the employee is on leave of absence without pay for more than one-half (1/2) of that month. Furthermore, under no circumstances shall an employee accrue sick leave when the employee is absent from work and has

exhausted all paid leave accruals.

19.3. Approval by Department Head.

The appointing power shall approve sick leave only after having ascertained that the absence was for an authorized reason. After three (3) days of absence due to sickness, the Department Head may require the employee to submit substantiating evidence including, but not limited to, a licensed physician (including Doctor of Chiropractic), nurse practitioner, or physician's assistant certificate using the County's Health Care Provider Certification form. If the appointing power does not consider the evidence adequate, he shall disapprove the request for sick leave. A person who is ill without benefit of sick leave will not be considered AWOL due to the lack of sick leave provided they have met the above requirements for sick leave approval. If the County has placed the employee on notice of attendance issues in writing, the County may require the employee to submit substantiating evidence at any time (waives the 3-day grace period for a doctor's note).

19.4. Effect of Temporary Disability.

A County employee who is entitled to temporary disability indemnity under Division 4 or 4.5 of the Labor Code may elect to take as much of their accumulated sick leave, or their accumulated vacation, or their accumulated compensable overtime, as when added to their disability income will result in a payment to the employee of not more than their full salary or wage. When computing vacation, sick leave or overtime under this paragraph, the employee shall be given credit for any holidays that occur during the period of absence hereunder.

19.4.1. Such employee is nevertheless entitled to medical, surgical and hospital treatment as provided in the Labor Code. When their accumulated sick leave, vacation or overtime, or all, are exhausted, they are still entitled to receive disability indemnity.

19.5. Part-Time Employee Computation.

Regular part-time employees shall be entitled to sick leave benefits as provided by this section in that proportion that the actual number of hours worked bears to full-time employment.

19.6. Leave Not to be Used as Vacation.

Sick leave shall not be used in lieu of or in addition to vacation.

19.7. No Payment for Accumulation on Termination.

Termination of an employee's service shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters County employment, except as provided in Paragraph 19.12 below or as provided by the

PERS sick leave credit option. Payment shall be made to any employee for unused sick leave time accumulated to their credit at the time of their termination in accordance with the provisions of Paragraph 19.10 below except that no employee hired after January 1, 1997, shall receive payment for sick leave accrued upon termination.

19.8. No Sick Leave for Emergency or Temporary Employees; Exceptions.

No sick leave with pay is allowable to temporary or emergency employees except as provided by law; provided, however, if a temporary employee who has been working full-time is appointed to a regular position without a break in service, the hours of continuous service as a temporary employee shall be recognized in the computation of sick leave benefits provided by this section.

19.9. Part Pay for Accumulation on Termination (15-25 Years).

Any County employee hired prior to January 2, 1997, who separates from County service for any reason is entitled to receive compensation for unused sick leave accumulated to the time of such separation on the basis of the following schedule:

Years of Continuous Service	Compensation Percentage
0 – 14	0%
15 – 19	50%
20 – 24	75%
25 or more	100%

19.9.1. The compensation schedule shall be interpreted as follows:

19.9.1.1. Completion of fourteen (14) years of continuous service to the County qualifies an employee to be compensated for fifty percent (50%) of their unused sick leave at the time of their separation.

19.9.1.2. Completion of nineteen (19) years of continuous service to the County qualifies an employee to be compensated for seventy-five percent (75%) of their unused sick leave at the time of their separation.

19.9.1.3. Completion of twenty-four (24) years of continuous service to the County qualifies an employee to be compensated for one hundred percent (100%) of their unused sick leave at the time of their separation.

19.9.2. The compensation shall be calculated on the basis of the base salary earned at the effective date of separation.

19.9.3. Any County employee hired prior to January 2, 1997, may, in the 36 months prior to retirement, elect to have any portion of accumulated sick leave and holiday time bank that is subject to compensation based on the schedule in 19.10.1 compensated by having the cash equivalent deposited into deferred compensation, subject to applicable State and federal tax laws. The employee may elect to do this in one deposit or to have up to three separate deposits in three separate calendar years.

19.9.3.1. The amount of sick leave an employee may elect to convert is based on their sick leave payoff compensation percentage as of the date they make the deposit(s). Employees must have completed at least 14 years of continuous service to the County to be eligible for sick leave conversion.

19.9.3.2. At no time shall an employee reduce their accumulated sick leave to less than three weeks by deposit into deferred compensation.

19.9.3.3. Any sick leave subject to compensation per 19.10.1 that remains upon separation shall be paid to the employee by check or by deposit into deferred compensation, at the employee's option.

19.10. Sick Leave for Ten Hour Per Day Employees.

Sick leave shall be accrued and taken on the basis of a ten hour day for employees working a ten hour day.

19.11. Effect of Layoff on Accumulation.

When an employee is laid off due to a reduction in force, payment shall be made to such employee for unused sick leave time accumulated to their credit at the time of their layoff in accordance with the provisions of Paragraph 19.10 above. At the time of their reinstatement to County service from a layoff list, any such employee shall receive credit for all unused sick leave time for which they did not receive compensation under the provisions of Paragraph 19.10 at the time of the layoff.

19.12. Sick Leave Abuse (includes, but is not limited to):

- Falsification of documents.
- Dishonesty.

Pattern Abuse: Consistent periods of sick leave usage, for example:

- Habitual and unplanned use before and/or after holidays.
- Habitual and unplanned use before and/or after weekends or regular days.
- Habitual and unplanned use before/after pay days.
- Habitual excessive absenteeism – use of more sick leave than granted unless in

compliance with FMLA, CFRA, ADA and other protected programs.

## 20. Holidays

### 20.1. Holiday Policy.

All employees, except those excluded in Paragraph 20.3 below, shall be entitled to the paid scheduled holidays listed below provided they are in a paid status during any portion of the working day immediately preceding or succeeding the scheduled holiday. A new employee whose first working day is after a paid scheduled holiday shall not be paid for the holiday, and an employee who is terminating and whose last day is the day before a paid scheduled holiday shall not be paid for that holiday.

#### 20.1.1. The scheduled holidays are:

- January 1, New Year's Day
- The third Monday in January, Martin Luther King Day
- The twelfth day in February, Lincoln's Birthday
- The third Monday in February, President's Day
- The thirty-first day of March, Cesar Chavez Day
- The last Monday in May, Memorial Day
- The nineteenth day in June, Juneteenth
- The fourth day in July, Independence Day
- The first Monday in September, Labor Day
- The eleventh day in November, Veteran's Day
- The fourth Thursday in November, Thanksgiving Day
- The Friday after Thanksgiving Day
- The twenty-fourth day of December, Christmas Eve
- The twenty-fifth day of December, Christmas Day
- And every day appointed by the President or Governor for a public fast, thanksgiving or holiday when so designated by the Board of Supervisors.

20.1.2. In addition to the paid scheduled holidays above, those eligible employees will receive two (2) additional holidays per year that may be taken at the option of the employee after receiving approval by the appointing authority. At least one of these holidays must be taken by the end of the last pay period beginning in June in the fiscal year in which the holiday units are credited. On the first pay day in July of every year all eligible employees will be credited with the appropriate number of holiday units that equal their regular work day (to a maximum of 8 holiday units). Newly hired employees shall receive a pro-rata share of these two (2) additional holidays based upon their date of hire. Part-time employees shall receive such credits pursuant to Paragraph 20.4.2.

### 20.2. Saturday and Sunday Holidays.

20.2.1. When a scheduled holiday falls upon a Sunday, the following Monday shall be a holiday. When a scheduled holiday falls upon a Saturday, the preceding Friday shall be a holiday. Notwithstanding the above, if a scheduled holiday falls on a Sunday and an employee is required to work that day, then Sunday shall be the scheduled holiday for that employee, rather than the following Monday; if a scheduled holiday falls on a Saturday and an employee is required to work that day, then Saturday shall be the scheduled holiday for that employee, rather than the preceding Friday.

20.2.2. Regardless of days worked or days off, all employees working on a regular basis shall be entitled to the same number of days off or fractions thereof for legal holidays which occur during the year as would normally be earned by an employee whose work week extends from Monday through Friday and whose regular days off are Saturday and Sunday. This paragraph is provided with the intent of assuring equitable treatment for all employees.

### 20.3. Library Holidays

When a holiday falls on a regular workday, Tuesday through Saturday, that day will be the observed holiday and the Library will be closed.

When the following holidays fall on a Sunday or Monday, Library staff will accrue holiday hours in the amount commensurate to their full-time equivalent status (as otherwise described in Article 20), with no Saturday closure.

- The third Monday in January. Martin Luther King Day
- The twelfth day in February, Lincoln's Birthday
- The third Monday in February. President's Day
- The thirty-first day of March. Cesar Chavez Day
- The nineteenth day in June, Juneteenth
- The eleventh day in November, Veteran's Day
- And every day appointed by the President or Governor for a public fast, thanksgiving or holiday when so designated by the Board of Supervisors.

When the following holidays fall on Sunday or Monday, Library staff will observe the holiday on the Saturday prior to the holiday, and the Library will be closed.

- January 1, New Year's Day
- The last Monday in May, Memorial Day
- The fourth day in July, Independence Day
- The first Monday in September, Labor Day
- The twenty-fifth day of December, Christmas Day

When the following Holiday Eves fall on a scheduled workday, the Library may adjust service hours to open no earlier than 9 AM and close no later than 5 PM without loss of

pay for employees whose normal regular schedules fall outside of these times. The Department will endeavor to remind employees about any schedule changes planned at least two weeks prior to such occurrence.

- Thanksgiving Eve
- Christmas Eve
- New Year's Eve

20.4. Part-Time Employees Holiday Computation.

20.4.1. All regular part-time employees who are normally scheduled to work one-half (½) time or more will be compensated for scheduled holidays occurring during the pay period if they meet the requirements of Paragraph 20.1 above. Such compensation shall be calculated at the same rate as the employee's budgeted position bears to a full-time position, e.g., an employee who holds a 50% position would be eligible to receive 50% holiday compensation or credit.

20.4.2. Regular part-time employees who are eligible for compensation for scheduled holidays shall also be eligible for optional holiday credit. Such credits shall be calculated at the same rate as the employee's budgeted position bears to a full-time position.

20.4.3. Temporary employees and employees paid on a daily rate basis shall not be compensated for holidays not worked, and any employee hired specifically to work on a holiday shall not receive holiday units for working on the holiday.

20.5. Ten Hour Per Day Employees Holiday Computation.

Holiday time for those employees working a ten (10) hour day, four (4) days per week, shall be accrued and taken on the basis of an eight (8) hour day.

20.6. Disposition of Accumulated Holiday Credit Upon Termination.

Accumulated holiday credit will be paid off in cash based upon the base pay of the employee in effect at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of leave time.

20.7. Compensation for Work on Holidays.

20.7.1. Pensionable Holiday Pay:

An employee who is scheduled to work without regard to holidays and required to work on a County observed holiday that falls within their normal schedule shall be paid one and one-half times the employee's regular rate of pay on the holiday. This holiday compensation will be reported to CalPERS as special compensation.

20.7.2. Non-Pensionable Holiday Pay:

An employee who is not required to work on a County observed holiday, but volunteers to work, bids for the option to work, or elects to work on an observed holiday shall be paid one and one-half times the employee's regular rate of pay on the holiday. This premium pay above straight time compensation will not be reported to CalPERS.

20.7.3. The above holiday premiums shall be paid in monetary compensation for the pay period in which the holiday is worked.

20.8. Holiday Time for Work on Holidays.

Any employee who works on an approved holiday shall be paid as specified in Section 20.6 above and, in addition, shall receive an appropriate number of holiday units for actual hours worked up to a maximum of 8 hours for employees who work 80 hours biweekly and 7.5 hours for employees who work 75 hours biweekly. The holiday units can be taken off at any time with the approval of the appointing power. This section is provided with the intent of assuring equitable treatment for all employees.

**21. Leaves of Absence**

21.1. Leaves Without Pay.

21.1.1. Leave Policy.

Leaves of absence without pay for more than ten (10) working days that are in the best interests of the County may be granted by the Director of Human Resources. Requests for leave of absence without pay of ten (10) working days or less duration, for other than medical reasons or union business, shall be submitted by the employee to the department head in writing and shall be considered by the department head on their individual merit and circumstances. Reasons for rejection of such requests shall be submitted in writing to the employee by the department head.

21.1.2. Unpaid Leave for Union Business.

An employee may, with approval of their department head, take an unpaid leave of absence of up to five (5) days for purposes of Union business. Such leave of absence may be taken more than once, but shall not exceed a total of five (5) days per fiscal year.

21.1.3. Leave Procedure.

The request for such unpaid leave of absence shall be submitted a reasonable number of days in advance of the requested effective date.

21.1.4. Denial by Department Head.

If the department head denies the request, they shall submit the reasons(s) therefore in writing to the employee.

21.1.5. Appeal Procedure.

The employee may appeal the department head's denial to the Employee Relations Officer, who shall decide the issue. The decision of the Employee Relations Officer shall be a final and binding decision.

21.2. Military Leave

21.2.1. Military leave shall be granted in accordance with the provisions of State law. All employees entitled to and taking military leave shall give the appointing power the right, within the limits of military necessity and regulations, to determine when such leave shall be taken.

21.2.2. No person shall be appointed permanently to a position from which another is on military leave, provided that nothing in this section shall prevent an employee originally appointed to a military leave vacancy from obtaining a permanent appointment to a vacant position in the same class.

21.3. Family Sick Leave and Family Bereavement Leave.

21.3.1. Effective the first pay period beginning in January through the last pay period beginning in December, up to five (5) days of special leave with pay, and up to six (6) days of an employee's accumulated individual sick leave (per Article 19 of this Memorandum of Understanding), may be granted to an employee, whose employment status normally entitles them to vacation and sick leave benefits, for the care or attendance upon members of their immediate family who are sick (as defined in Article 19.1), upon written request to and approval of the appointing power. Regular part-time employees who are eligible under this section may be granted such leave in the same proportion that the number of hours budgeted for that position bears to full-time. Family sick leave may be utilized for immediate family members for purposes defined in Article 19.1.

21.3.2. Up to five (5) days of special leave with pay may be granted to an employee whose employment status normally entitles him to vacation and sick leave benefits, for each episode involving one or more deaths that occur in the employee's immediate family, upon written request to and the approval of the appointing power.

21.3.3. For purposes of this section, "immediate family" shall mean husband, wife, domestic partner, parent, child, stepparent, grandparent, grandchild, brother, sister, foster child, stepchild, or other child relative for whom care is being provided by an employee, mother-in-law, father-in-law, brother-in-law, sister-in-law, and/or those defined as family by the CFRA, as amended.

Additionally, employees may designate up to two (2) persons per calendar year whose close association is the equivalent of a family relationship and not listed above. Designations of such persons will be directed to Human Resources and may be provided at the time of leave (e.g., for bereavement and family illness). The County has the right to validate these relationships if it has reasonable suspicion of abuse.

21.4. Medical Leave of Absence.

- 21.4.1. Subject to Merit System Rule XI, Section 3A, and the other provisions of this article, an appointing power may, with the approval of the Director of Human Resources, grant a leave of absence to an employee whose ability to perform their normal duties has been impaired through injury or illness. Such leave shall be called "medical leave of absence,". Medical leave of absence may be considered a final opportunity to recover from a mental or physical incapacity to perform required duties prior to being terminated from County employment.
- 21.4.2. When an employee is on a medical leave of absence, the County shall continue to pay its share of premiums for employee health and dental insurance coverage. If dependents of the employee are covered by the health insurance plan at the time the medical leave goes into effect, and the employee elects to continue coverage for dependents while on medical leave of absence, the County shall continue to pay its share of dependent coverage as described in the current Memorandum of Understanding for as long as the employee continues to pay their share of dependent premiums and agrees to the health insurance payment schedule by signing the form and returning it to Payroll within 15 calendar days. If the signed payment schedule is not returned to Payroll within 15 calendar days, the employee will be changed to Direct Pay status and pay the entire premium directly to the medical insurance provider. The employer share of the premium would be reimbursed to the employee upon verification from the medical insurance provider that the premium was received.
- 21.4.3. In order to be granted a medical leave of absence, an employee shall make a request in writing to the appointing power and shall submit the certificate of a licensed physician (including Doctor of Chiropractic), nurse practitioner or physician's assistant using the County's Health Care Provider Certification form. Any extensions of the leave shall require similar medical certification or other verification of the employee's continued disability.
- 21.4.4. The duration of a medical leave of absence shall depend upon the nature and extent of the employee's illness.

A medical leave of absence shall be granted for up to one year from the time

the employee has exhausted their accrued sick leave, beginning the day after the employee exhausts paid sick leave. Employees may not use other forms of paid leave (i.e., vacation, holiday or compensatory time) in lieu of sick leave to prolong the time period prior to a medical leave of absence. The medical leave of absence will be unpaid and/or the employee may use other forms of paid leave accruals during the leave of absence for the purposes of wages only. During a medical leave of absence, an employee shall not accrue any form of paid leave including but not limited to sick, vacation, holiday and floating holiday. The Director of Human Resources may extend the one year maximum medical leave of absence by six months if an employee has a terminal illness. The employee must present certification from a licensed physician (including Doctor of Chiropractic), nurse practitioner, or physician's assistant using the County's Health Care Provider Certification form that they have a terminal condition to receive this extension. At the end of the medical leave of absence, the employee may return to work subject to the provisions of the Merit System Rules (including but not limited to Rule XII.3) or separate from employment in a legally appropriate manner. Employees may have other legal rights regarding these issues that are not addressed by this Memorandum of Understanding.

- 21.4.4.1. In a disputed workers' compensation case, an employee must exhaust all categories of accumulated benefit time prior to being granted a medical leave of absence.
- 21.4.5. For purposes of this leave policy, concurrent multiple injuries or illnesses, new injuries or illnesses occurring while an employee is on a medical leave of absence, and the recurrence of the same injuries or illnesses for which the medical leave of absence was granted following the employee's return to work, shall be treated as one incident and shall render an employee eligible for only one medical leave of absence subject to applicable law. However, an employee who has returned to work for one year following a medical leave of absence will be eligible for an additional medical leave of absence if medically necessary.
- 21.4.6. An employee who has been granted a medical leave of absence who is unable to return to their former position within one (1) year from the start date of the medical leave may be terminated for mental or physical incapacity to perform the required duties. An employee terminated under this provision is eligible for reinstatement to return to County employment pursuant to Humboldt County Merit System Rule IV, Section 8, but shall be subject to medical examination by a County-approved physician to certify fitness to perform required duties.

- 21.4.7. A pregnant employee may be granted a medical leave of absence for pregnancy purposes, under the medical leave of absence provisions of this policy. The duration of such medical leave of absence shall not exceed six (6) months from the time the employee is physically unable to perform their job, as determined by their attending physician. Extension of the medical leave of absence shall be granted, up to the one year maximum cited in Paragraph 21.4.4 above, upon the certification of the employee's attending physician that there has been a complication caused by the pregnancy which renders the employee incapable of performing their regular duties.
- 21.4.8. The provisions of this policy shall supersede any conflicting provisions of Humboldt County Merit System Rule XI, Section 3.

21.5. Jury Duty.

An employee ordered to jury duty during the employee's regularly scheduled working hours shall be entitled to leave with pay during actual jury service. The following regulations shall apply:

- 21.5.1. All employees shall willingly accept ordered jury duty as one of the obligations of citizenship.
- 21.5.2. Employees on leave with pay status for jury duty shall deposit jury fees in the General Fund of the County but shall be entitled to retain mileage payments. Employees shall provide their own transportation in attending court as jurors.
- 21.5.3. Each appointing power shall properly notify jury officials when jury service by an employee would seriously impair the proper operation of the department.
- 21.5.4. Each employee shall expeditiously report their probable absence for jury duty and shall immediately report the termination of such jury service.
- 21.5.5. Appointing powers are responsible for insuring that these provisions are observed by all concerned.
- 21.5.6. Upon request of an employee who has been ordered to jury duty, the County shall endeavor to change an employee's work schedule when said employee's work schedule is other than "day shift." If the employee's schedule cannot be changed, the reasons for the denial shall be submitted in writing to the employee.

21.6. Court Appearances.

Employees required by subpoena or otherwise to be present in court other than as jurors shall be subject to the following regulations:

- 21.6.1. Where such court appearances are directly connected with County employment, time in court shall be considered as full-duty status.

- 21.6.2. Fees shall be demanded from nongovernmental litigants for court appearances while on full-duty status and shall be deposited in the General Fund of the County.
  - 21.6.3. Mileage payments may be retained by an employee providing their own transportation to court.
  - 21.6.4. In the case of a member of the Sheriff's Department appearing as a witness in a civil case in connection with a matter regarding an event or transaction which has been perceived or investigated in the course of duty, the party requesting the subpoena shall be required to make the deposit specified by Government Code Section 68097.2.
- 21.7. Leaves for Disasters or Emergency Conditions.
- Special leave with pay may be provided when a disaster or emergency condition prevents an employee from making the regular commute between their primary residence and the job site. It is anticipated that this special leave will be unique and infrequent but necessary to cover the special conditions that do occur from time to time. The appointing authority shall advise the Auditor-Controller concerning the date and duration of this special leave granted to all employees under their supervision.
- 21.8. Investigative Leave with Pay.
- 21.8.1. If an employee's actions clearly indicate that the employee's continued presence at the worksite would have detrimental consequences and has impaired the effectiveness of the employee in their position, the appointing authority may place the employee in an "investigative leave with pay" status. The length of such leave shall be determined by the appointing authority, pending notice of proposed disciplinary action and the effective date of the proposed action.
  - 21.8.2. Such investigative leave shall not be granted in lieu of the five (5) day suspension which may be imposed during disciplinary proceedings under Merit System Rule X, Section 2. Investigative leave, if granted, shall not be continued when an investigation has been concluded and absence from duty is a result of disciplinary proceedings.
  - 21.8.3. If the investigation and processing of the allegation has not been concluded by the end of the investigative leave, the employee may take earned leave time off or may be placed on unpaid leave of absence by the Director of Human Resources pending the disposition of the charge or allegation.
- 21.9. Family Leave of Absence.

- 21.9.1. Upon request, an employee may be granted up to a total of four (4) months of unpaid leave of absence for the birth, adoption, or serious illness of a child, or in the event of the serious illness of a spouse or parent, pursuant to the California Family Rights Act of 1991. At the request of the employee, such family leave may be extended at the discretion of the County.
- 21.9.2. When an employee is on a family leave of absence, the County shall continue to pay premiums for employee health and dental insurance coverage. If dependents of the employee are covered by the health insurance plan at the time the leave goes into effect, and the employee elects to continue coverage for dependents while on leave, the County shall continue to pay its share of dependent coverage. Employees who have chosen not to participate in medical coverage shall continue to receive the "opt-out" cash benefit (MOU Article 44.3).
- 21.9.3. An employee must use accumulated vacation, holiday credits, or compensating time prior to taking a family leave of absence.

21.10. Industrial Injury Leave.

Employees in the Correctional Deputy I/II, Senior Correctional Deputy, Supervising Correctional Deputy, Senior Juvenile Corrections Officer, Juvenile Corrections Officer I/II, Supervising Juvenile Corrections Officer and Sheriff's Compliance Officer classifications who suffer industrially incurred injuries shall be compensated in accordance with the provisions of Section 4850 of the State of California Labor Code, as amended and interpreted by a court of competent jurisdiction.

21.11. Voluntary Furlough.

Employees may participate in a voluntary unpaid furlough program in accordance with the following guidelines. The leave (furlough) would be granted only after prior approval of the appointing authority. Leave is not to exceed 520 hours per fiscal year for a 40 hour per week employee, and a pro rata amount for employees working less than 40 hours per week. Leave is not to be used in lieu of medical leave. Credits toward sick leave, vacation and holiday eligibility would accrue as if the employee were in paid status. Leave time shall count toward time in service for step advancement, completion of probation, and seniority for purposes of layoff. Leave shall be granted without requiring the employee to use other accumulated leave time first. Leave shall be granted only to those employees who are in paid status the entire work day before and the entire work day after the leave day(s). Leave shall not be available to employees on other leave without pay.

21.12. Extended Leave for Union Business.

At any given time, one (1) employee may, with the approval of their department head, take an unpaid leave of absence of up to six months for purposes of Union Business.

Such leave may be extended by mutual agreement of the parties for an additional six months. At the conclusion of the leave, the employee shall be reinstated (using layoff rules) to their regular or substantially equivalent position under the MOU as if they had not been away from County employment. The County shall not be considered the employer for any purposes or liability while the employee is on such a leave of absence.

## **22. Catastrophic Leave**

### **22.1. Definition of Catastrophic Illness or Injury.**

Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of their accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, domestic partner, or child that results in the employee being required to take time off from work for an extended period to care for the family member, when this creates a financial hardship because the employee has exhausted all of their accumulated paid leave time. An employee's job related illness or injury subject to workers compensation coverage shall not be eligible for this catastrophic leave provision. Any household member who maintains a unique or non-typical family relationship with the employee so as to be considered a member of the employee's family as listed above shall be included in catastrophic leave.

### **22.2. Conditions Under Which Paid Leave Time May Be Donated to an Employee.**

22.2.1. Any employee may donate accumulated vacation, compensatory time or holiday time to an eligible employee. Sick leave cannot be donated.

22.2.2. Donations must be made in increments of four (4) hours from the donating employee.

22.2.3. The donation of paid leave time is irreversible. Should the employee receiving the donated hours not use all donated leave for the catastrophic illness/injury, any balance will remain with that employee or will be converted to cash upon the employee's separation from County employment.

22.2.4. Donated paid leave time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hourly rate as holiday credit.

22.2.5. Employees donating paid leave time shall do so in writing on a form developed by the County.

22.2.6. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

### **22.3. Conditions Under Which Paid Leave Credits May Be Used.**

- 22.3.1. The employee requesting to use “catastrophic leave” shall submit a written request to their appointing authority for review. The request must include a written statement from a licensed physician verifying the illness or injury. If the appointing authority approves the request, it shall be forwarded to the Human Resources Department for implementation, along with the form from the employee donating time to the affected employee.
- 22.3.2. The affected employee must have exhausted any accumulated paid leave time for which they are eligible (sick, vacation, compensatory, holiday) prior to utilizing catastrophic leave.
- 22.3.3. Any paid leave time accrued by the affected employee while using donated time must be used during the next pay period.
- 22.3.4. Only employees who accrue vacation are eligible to receive donated paid leave time.
- 22.3.5. The use of donated paid leave time shall not exceed three months for any one catastrophic illness/injury.
- 22.3.6. In no event shall a leave for the recipient employee be granted for longer than one year from the time the employee is in an unpaid status.

**23. Travel Expense and Mileage Allowance**

- 23.1. Travel expenses and mileage allowances shall be granted to County employees in the manner provided by ordinance.

**24. Clothing and Equipment**

- 24.1. Reimbursement for Damaged or Stolen Items
  - 24.1.1. Upon approval of the County Administrative Officer, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing clothing or prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing, necessarily worn or carried by the employee or required by the nature of their duties, when such items are damaged or destroyed in the line of duty without fault of the employee or stolen from County facilities.

24.1.2. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The County Administrative Officer shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items of personal property used on County business unless they have more than minor value and are listed on an inventory of such items which has received department head certification that said items are necessary for the conduct of County business.

24.2. Coveralls.

The County shall provide either rented or purchased coveralls to employees as outlined below, as amended and agreed upon by all Parties. The County Administrative Officer shall specify the procedure to follow in obtaining coveralls furnished by the County.

24.2.1. Every new employee on a road crew, upon obtaining permanent status, shall be issued one (1) new pair of coveralls. This does not apply to employees on a road crew who promote to a higher classification.

24.2.2. Each Road Maintenance Barn shall be issued two (2) pairs of coveralls. It shall be the responsibility of each road crew to determine which employees shall receive said replacement coveralls. Those employees who receive the replacement coveralls must turn in their used coveralls in order to receive the replacement coveralls.

24.2.3. It shall be the sole responsibility of each employee to wash their County issued coveralls.

24.2.4. One (1) pair purchased yearly for each bridge crew member.

24.2.5. One (1) pair purchased yearly for the operators of the brush cutter, sweeper, crusher and mower.

24.2.6. One (1) pair rented weekly for the operators of "low beds."

24.2.7. Two (2) pairs rented weekly for each traffic control crew member.

24.2.8. Three (3) pairs rented weekly for employees in the following classes: Automotive Mechanic, Equipment Mechanic, Senior Equipment Mechanic, Automotive Service Technician, Fabricator-Mechanic, Tire Repair Worker.

24.2.9. Smocks will be provided to employees in the following classes: Parts Storekeeper and Senior Parts Storekeeper.

24.2.10. Two (2) pairs purchased yearly for each Carpenter and Painter.

24.2.11. Two (2) pairs rented weekly for Facilities Maintenance Mechanics.

24.2.12. Smocks or coveralls will be provided to employees of the Custodial Division.

- 24.3. Uniform Allowance.
- 24.3.1. Agricultural/Weights and Measures Inspectors, Airport Services Workers, Airport Groundskeepers, Facilities Maintenance Mechanic assigned to the Airport, Supervising Airport Service Worker, Park Caretakers, Senior Park Caretakers, Parks Supervisors, Community Service Officers, Correctional Deputy I and II, Senior Correctional Deputy, and Supervising Correctional Deputy shall wear the uniform prescribed by their appointing authority.
- 24.3.2. Employees in all classes except Airport Service Worker I and II, Supervising Airport Service Worker, Correctional Deputy I and II, Senior Correctional Deputy, Supervising Correctional Deputy, Community Service Officers, Sheriff's Compliance Officers, Park Caretakers, Senior Park Caretakers, Parks Supervisors and Animal Control Officers listed in Paragraph 24.3.1 above shall receive an annual uniform allowance of \$150.00.
- 24.3.3. Employees in Correctional Deputy I and II, Senior Correctional Deputy, Supervising Correctional Deputy, Community Service Officer, Sheriff's Compliance Officer and Animal Control Officer classifications shall receive an annual uniform allowance of \$885.00. Employees in the Airport Service Worker I and II, Supervising Airport Service Worker, Park Caretakers, Senior Park Caretakers, and Parks Supervisors classes shall receive an annual uniform allowance of \$285.00. Said employees shall be required to purchase and maintain steel toed safety boots or their equivalent as part of their work uniform.
- 24.3.4. An employee newly hired into a class listed in Paragraph 24.3.1 above shall receive a uniform allowance of \$240.00 no later than receipt of their second payroll warrant. Such uniform allowance is in addition to the annual uniform allowance set forth in Paragraphs 24.3.2 and 24.3.3. Employees newly hired in the Park Caretakers, Senior Park Caretakers, and Parks Supervisors classes shall receive a uniform allowance of \$340.00.
- 24.3.5. The above stated annual amounts (excluding those in 24.3.4) shall be paid pro-rated on a bi-weekly basis.
- 24.4. In the event of a substantial uniform change by the County, the County and the Union agree to meet and confer on the compensation to employees for the cost of such uniform change.
- 24.5. Correctional Deputy Uniforms.
- 24.5.1. If uniforms currently prescribed for Humboldt County Correctional Deputy classifications are to be changed by the Sheriff during the term of this Memorandum of Understanding, the Union and the County agree to meet and consult upon request of either party.

- 24.5.2. Uniform and Insignia Committee. If Paragraph 24.5.1 above is invoked, the issue of uniform and insignia differentiation, if any, between uniformed employees of the Sheriff's Department shall be submitted to the Sheriff's Department Uniform Committee. The issues for consultation, and subsequent recommendation thereon to the Sheriff, shall include, but not be limited to, departmental rank designation, insignia, and uniform. For purposes of the discussions, the Sheriff will appoint an employee from each division which requests participation on such Committee and AFSCME shall appoint an ad hoc member to the Committee.
- 24.5.3. The County shall provide up to five (5) serviceable bullet-proof vests for Correctional Deputies who are regularly assigned to transportation of inmates outside the Humboldt County Correctional Facility. In addition the County shall provide four (4) stab vests for use in the jail.
- 24.6. Correctional Deputy Related Equipment Purchase. Once each calendar year employees in the Correctional Deputy Series may request that the County purchase police-related equipment on their behalf. The equipment must be approved by the requesting employee's appointing authority in advance of the purchase. Upon receipt of the equipment, the employee shall reimburse the County for the full cost of the equipment through equal payroll deductions of up to one year. No purchase may be made under this section until any previous purchase has been paid in full by the employee. The amount of the equipment shall not exceed \$1,000.00 in total cost.

## **25. Tool Replacement**

- 25.1. Tool Maintenance Allowance.
  - 25.1.1. Employees in the classification Tire Repair Specialist shall receive a tool maintenance allowance of \$500.00 per year.
  - 25.1.2. Employees in the following classifications shall receive a tool maintenance allowance of \$1,000.00 per year: Automotive Mechanic, Senior Automotive Mechanic, Equipment Mechanic, Senior Equipment Mechanic, Automotive Service Technician, Senior Automotive Service Technician, Facilities Maintenance Mechanic, Fabricator-Mechanic, Carpenter, and Work Crew Leader.
- 25.2. The County agrees to furnish a safe and suitable storage space for employees' personal tools normally and consistently used in the scope of employment.
- 25.3. Catastrophic Loss.

The County shall pay the cost of replacing an employee's personal tools, less \$125.00, if they are stolen from County premises as a result of unlawful breaking and entering of County premises, or if they are ruined by natural catastrophe (fire, flood or earthquake)

on County premises at any time if the value of the stolen or ruined tool exceeds \$125.00. The term "premises" as used herein shall include County service vehicles while on official County business and shall not when such vehicles are not in service.

25.3.1. To be entitled to such reimbursement for catastrophic loss, it shall be the employee's responsibility to file with the County a complete inventory of personally owned tools which are normally and consistently used on County business and retained on County premises. Such inventory shall be subject to periodic audit by the County and shall be kept up to date by the employee on a continuing basis as tools are added to or deleted from the inventory.

25.4. Procedures.

Administration and payment of the tool maintenance allowance shall be in accordance with the following guidelines:

25.4.1. Eligibility and Time for Payment.

Regular full-time and regular part-time employees who are employed on the first working day in August shall be eligible to receive all or part of this allowance and shall receive the voucher on the second payday in September.

25.4.2. Partial Eligibility.

Eligible employees who have worked less than the equivalent of five (5) months of full-time service on the first working day of August shall receive one-half of the tool maintenance allowance allowed by this section.

25.5. Explanation of Policy.

The tool maintenance allowance shall be deemed to cover the repair or replacement of all tools provided by employees in the listed classifications which may be lost or damaged during the course of their use at a County work site, and the provisions of Paragraph 24.1 of this Memorandum of Understanding shall not apply to such tools.

**26. Pay Period and Time for Receipt of Payroll Warrants**

26.1. Pay Period.

With the exception of the initial pay period of certain employees, which is hereinafter noted, the pay period for all County employees shall be a fourteen (14) consecutive calendar day period commencing at 12:01 a.m. Sunday and ending at midnight the second Saturday thereafter.

26.2. Payroll Computation.

The amount of salary earned for a pay period or any portion thereof shall be computed by multiplying the number of regular shifts worked by the daily rate or by multiplying the biweekly rate by the fraction or percentage which the number of hours worked

represents of the total work time in the payroll period. Except as otherwise provided in this Memorandum of Understanding, an employee shall not be paid in excess of the equivalent of ten (10) shifts in any pay period.

26.3. Time for Receipt of Payroll Warrants.

Employees shall receive payroll warrants on the first Friday following the end of each pay period. When a pay day falls on a legal holiday, employees shall receive their payroll warrants on the day preceding the normal pay day.

26.4. Timecard Alteration.

26.4.1. In the event that the timecard of an employee is altered, except when that alteration corrects clerical or computational error(s), the employee shall be notified prior to the alteration.

26.4.2. In the event that such employee whose timecard is altered is unavailable for prior notification, they shall be notified of the alteration as soon as practicable after return to their assigned work station.

**27. Days and Hours of Work**

27.1. Policy on Alternative Work Schedules.

27.1.1. In order to promote more efficient governmental operations and to secure substantial equality among County employees, each County department head may, with the approval of the County Administrative Officer and the appropriate employee organization representative, provide by rule for days and hours of work by employees of the department, taking into consideration the varying needs and requirements of the different departments and the prevailing practices in other public employment and in private business. The County Administrative Officer shall establish procedures to implement the provisions of this paragraph.

27.1.2. Upon request of an employee, the County shall endeavor to allow flexible work schedules for employees who have personal medical or family medical problems or child or parent care responsibilities.

27.1.3. Upon request by either the Union or an employee, the County shall consider the feasibility of flexible work schedules. The County retains the sole right to determine whether to approve flexible work schedules.

27.1.4. Correctional Deputies shall maintain shifts that include three (3) twelve (12) hour day work week followed by four (4) twelve (12) hour day work week.

27.2. Days and Hours of Work.

Recognizing that County employees work various days and hours, and further

recognizing that changes in these will inevitably continue, a listing of the hours worked by classification/department will no longer be included in this Memorandum of Understanding. Where changes affect entire departments, facilities or any change that affects twenty (20) or more employees, these changes shall require a meet and confer. Except in emergency situations, changes to the days and hours of work that fall within the traditional work week (Monday thru Friday, 7:30 am to 5:30 pm) shall be noticed in writing to the affected employee at least 10 business days in advance of the effective date of change and shall not require meeting and conferring. Notwithstanding, at no time shall a schedule change be used in lieu of disciplinary procedure or as retaliation.

## **28. Withholding Terminal Pay of Physicians Pending Completion of Medical Records**

- 28.1. Upon the termination of the employment of an Assistant County Physician, the terminal pay of such physician shall be withheld until it has been demonstrated that all records in such physician's name have been satisfactorily completed and a written statement to this effect has been given to the Auditor-Controller by the appointing authority. This provision is enacted upon the basis that the completion of such records is an integral part of the professional duties of Assistant County Physicians, and that failure to complete such records indicates that the salary of the physician responsible therefore has not been earned. The provisions of this section shall control over any inconsistent provisions of this resolution or any other resolution or order of the County of Humboldt.

## **29. Salaries**

- 29.1. Public Employees' Retirement System.
- 29.1.1. Employees shall pay their own required member contributions to the Public Employees' Retirement System (PERS).
- 29.1.2. Effective June 4, 2006, the County shall implement the PERS 2.7% @ 55 miscellaneous contract option.
- 29.1.3. In accordance with PERS Law, eligible employees in the classifications listed below shall be covered by 3% at 50 Safety Retirement. Classifications to be included are Correctional Deputy I and II, Senior Correctional Deputy, Supervising Correctional Deputy, Juvenile Corrections Officer I/II, Senior Juvenile Corrections Officer, and Supervising Juvenile Corrections Officers. Eligible employees in these classifications shall pay to PERS 9% of their gross biweekly compensation (the employee's contribution prescribed by PERS).

- 29.1.4. Effective as soon as practicable after adoption of this plan (subject to similar terms applying to all other bargaining units), the County shall amend its contract with PERS to provide the 2% @ 55 retirement formula for Miscellaneous members as defined by GC 21354 with the final compensation period to be defined as the 36 highest paid consecutive months and 3% @ 55 retirement formula for Safety members as defined in GC 21363.1 with the final compensation period to be defined as the 36 highest consecutive months.
- 29.1.5. For employees employed prior to the effective date of the aforementioned contract amendment, in accordance with State Law, the County shall continue the implemented California Public Employees' Retirement System (PERS) 2.7% @ 55 option for Miscellaneous members and the 3% @ 50 option for Safety members, with no change to the existing final compensation period, as previously adopted by the Board of Supervisors.
- 29.1.6. The County agrees to meet and confer regarding the second tier formula in the year when the PERS Employer rate is equal to or less than 10%.
- 29.1.7. Employees contribute to their applicable PERS Retirement Plan according to the following schedule:

<b>Category</b>	<b>Employee Contribution</b>	<b>Gov. Code 20516 Cost Sharing</b>	<b>Total Employee Contribution</b>
Safety Classic 3@50	9%	3%	12%
Safety PEPRA (new hires post 1/1/13 2.7@57)	10.75% (subject to Actuary change annually)	3%	13.75%
Miscellaneous 2.7@55	8%	3%	11%
Miscellaneous 2@55	7%	3%	10%
Miscellaneous 2@62	6.25% (subject to Actuary change annually)	3%	9.25%

Employees have agreed to increase their retirement contribution by 3% under Government Code section 20516. It is the intent of the parties that the 3% cost sharing under Government Code section 20516 will be recognized as employee contributions towards the 2018 goal under PEPRA for employees to pay half the normal cost.

29.2. Longevity Incentive Pay.

- 29.2.1. Employees who have ten (10) years of uninterrupted continuous County service shall be eligible for an increase in compensation of ten (10) salary ranges (approximately 5%), effective the first pay period following completion of the ten years.
- 29.2.2. Effective July 8, 2007, employees who have twenty (20) years of uninterrupted continuous County service shall be eligible for an increase in compensation of an additional ten (10) salary ranges (approximately 5%), said increase to be effective the first pay period following completion of the twenty years.
- 29.2.3. Longevity calculation shall be counted from the initial date of hire into any regular or grant position as long as there has been no separation from County service. Time spent in layoff status, on medical leave or any unpaid leave greater than 30 calendar days shall not count as time worked for longevity calculations. Should an employee be separated from County employment due to layoff, and then return to regular County employment while in layoff status their calculation for longevity purposes shall be based on their initial date of hire into a regular or grant position prior to the date of layoff.

29.3. ADA Coordinator Certification – Incentive Pay

The purpose of this language is to provide guidelines for the ADA Coordinator Certification incentive pay; for employees who will be required to use their additional certified ADA Coordinator skills to perform their job; thus, adding value to County related business by providing assistance to clients on a regular basis while ensuring that the duties performed are accurate and clear. This language will apply to Eligible Employees Only, as outlined in the criteria below.

- 29.3.1. Recommendation of a position to obtain ADA Coordinator Certification will be determined by the Department Head and/or their designee, in which the employee is supervised and employed.

After assessing the organizational/business needs of the Department in performing its official functions, the Department must determine that there is a need for an ADA Coordinator Certification for the position that is held by the requesting employee; and Human Resources approval of the department's recommendation of the position and ADA Coordinator based on this section criterion; and Satisfaction of the following criterion by the employee:

- 29.3.1.1. Demonstrate proficiency.

The employee must take, complete and pass the ADA Coordinator Certification program/examination. The employee will have twenty-four (24) months upon start date to pass the program/examination. The employee will receive two (2) attempts

in passing the program/examination.

- 29.3.1.2. The Department shall pay 100% of the program training, travel (wages while away from work, mileage, lodging, meals) and testing for the initial certification and any renewal(s) of the certification thereafter.
- 29.3.1.3. Incentive pay will remain in place as long as the employee's position and the County can benefit from such certification.
- 29.3.1.4. Employee may be employed by any county department. Eligible employees meeting the eligibility requirements as outlined above will receive a \$200.00 per month (paid out over 26 pay periods) stipend for possessing the ADA Coordinator Certification. The incentive pay will be effective the first pay period following receipt of certification(s) by the Department.

#### 29.4. Certified Access Specialist Program - Incentive Pay

The purpose of this language is to provide guidelines for the Certified Access Specialist (CASp) incentive pay for employees who will be required to use their CASp certification and skills to perform their job; thereby, adding value to county related business by providing assistance to clients on a regular basis while ensuring that the duties performed are accurate and clear. This language will apply to Eligible Employees Only, as outlined in the criteria below.

- 29.4.1. Recommendation of a position to obtain CASp Certification will be determined by the Department Head and/or their designee, in which the employee is supervised and employed.

After assessing the organizational/business needs of the Department in performing its official functions, the Department must determine that there is a need for a CASp Certification for the position that is held by the requesting employee; and Human Resources approval of the Department's recommendation of the position as a CASp based on this section criterion above; and C. Satisfaction of the following criterion by the employee:

- 29.4.1.1. Demonstrate proficiency.

The employee must take, complete and pass the CASp program/examination. The employee will have thirty-six (36) months upon start date to pass the program/examination. The employee will receive four (4) attempts in passing the program/examination.

The Department shall pay for 100% of the program training, travel (wages while away from work, mileage, lodging, meals) and testing for the initial certification and any renewal(s) of the certification

thereafter.

- An application fee of \$500.00 must accompany the Candidate Eligibility Application.
- CASp Exam \$400.00 for open book.
- CASp Exam \$400.00 for closed book.
- 4-Day Seminar \$899.00
- Seminars may be held in major metropolitan areas such as Sacramento, Oakland, Los Angeles, San Diego and so forth.
- **NOTE:** the fees and expenses outlined above may be subject to change on an annual basis.

Incentive pay will remain in place as long as the employee's position and the county benefit from such certification.

- 29.4.1.2. Employee must be employed by the County Administrative Office, Health and Human Services, Planning and Building, or Public Works.

Eligible employees meeting the eligibility requirements as outlined above will receive a \$200.00 per month (paid out over 26 pay periods) stipend for possessing the CASp Certification. The incentive pay will be effective the first pay period following receipt of certification(s) by the department.

## 29.5. Me Too

Between the date the Board of Supervisors adopts this Agreement and December 31, 2026, a limited "me too" provision will be in effect. This provision automatically expires at the end of the day on December 31, 2026. During this period of time, employees in the bargaining units represented by the Union will receive a base wage increase under the following circumstances:

- When a non-AFSCME represented bargaining unit representing fifty or more full time equivalent employees negotiates an across-the-board base wage increase, employees in the AFSCME represented units will receive the same base wage increase unless the Union already negotiated an equal or greater base wage increase during the term of this Agreement and/or the members of the bargaining unit already received an equal or greater base wage increase on a me-too basis under this provision.
- When a non-AFSCME represented bargaining unit representing fifty or more full time equivalent employees negotiates one or more equity increases for classifications in the bargaining unit which collectively increase wages for fifty or more employees, employees in the AFSCME represented units will receive a base wage increase equal to the highest equity increase negotiated by the other

bargaining unit unless the Union already negotiated an equal or greater base wage increase during the term of this Agreement and/or the members of the bargaining unit already received an equal or greater base wage increase on a me-too basis under this provision.

- When an elected official receives a salary increase, employees in the AFSCME represented units will receive an equal base wage increase unless the Union already negotiated an equal or greater base wage increase during the term of this Agreement and/or the members of the bargaining unit already received an equal or greater base wage increase on a me-too basis under this provision.

#### 29.6. One-Time Payment.

Each regular employee will receive a non-pensionable, non-recurring lump sum payment in the amount of \$1,000.00 minus applicable payroll deductions within three payroll periods of Board of Supervisors adoption of the new MOU.

Each regular employee will receive a non-pensionable, non-recurring lump sum payment in the amount of \$1,000.00 minus applicable payroll deductions on the first pay warrant of December 2025 (December 12, 2025).

Each regular employee will receive a non-pensionable, non-recurring lump sum payment in the amount of \$1,000.00 minus applicable payroll deductions during the first pay period of July 2026.

These payments will be pro-rated for staff who are less than one full time equivalent.

### 30. Educational Reimbursement

- 30.1. Both AFSCME Local 1684 and the County of Humboldt encourage and support the employee to seek education and training which increase their job skills and develop their careers. The County will benefit from any increase in employee skill and competency. Therefore, the County will provide reimbursement for courses and certification exams which are related to the employee's present position or promotion within County service. Continuing education units are not covered by this policy.
- 30.2. Reimbursement which will be provided to full-time employees for tuition, fees and materials costs directly related to the approved course shall be limited to \$300.00 per course or \$100.00 per semester or quarter unit, whichever amount is greater, not to exceed \$600.00 per individual employee per fiscal year.
- 30.3. Said reimbursement shall include fifty percent (50%) reimbursement for the costs of required textbooks and one hundred percent (100%) reimbursement for the costs of certification examinations.

- 30.4. In order to further encourage career development, employees may be allowed to use vacation, holiday, and CTO time for attendance at regularly scheduled classes. Departments are additionally encouraged to allow employees flexible and temporary reduced work hours for such purposes.
- 30.5. Board of Supervisors Resolution No. 76-138, as amended, is incorporated into this agreement by reference (see Appendix C).
- 30.6. The County will develop criteria to determine eligibility for on-line courses. Prior to implementation the County will meet with the Union.
- 30.7. Continuing education units shall continue to be offered directly through the employee's department subject to budget approval by the Board of Supervisors. Alternatively, the department may, at its discretion, approve and provide either reimbursement or direct payment for the cost(s) of continuing education courses not offered by the County.

**31. Pay Equity**

- 31.1. The County and the Union agree to discuss the continuance of pay equity versus, or in conjunction with, internal job/salary relationship and external labor market factors.
- 31.2. The Union will be given the opportunity to meet and consult regarding any new class specifications and amendments to existing class specifications. The County will offer in writing to meet and consult in advance of forwarding any recommendations to the Board of Supervisors.

**32. Health and Safety**

- 32.1. The County is responsible for the safety of employees pursuant to the Labor Code, General Industry Safety Orders, including Section 3203 (Injury and Illness Prevention Program), and other applicable administrative CAL/OSHA regulations. Nothing in this Article is intended to shift that responsibility to the Union and/or its officers or other representatives.
- 32.2. The County shall make reasonable effort to provide a safe, well-lighted, well-ventilated work environment and maintain proper habitable temperature standards for all its employees at all times.
- 32.3. Employees are responsible for following safety rules, for wearing safety equipment provided by the County, and for reporting unsafe conditions immediately through the chain of command. The Union will encourage employees to carry out these responsibilities.

- 32.4. Pursuant to the provisions of Article 56 of this Memorandum of Understanding (Maintenance of Benefits), the County agrees to meet and confer with the Union if budget or other actions which the Board of Supervisors and/or County departments propose to take would affect written health and safety rights, privileges or benefits.
- 32.5. One employee representative at a work site which is being inspected by a CAL/OSHA inspector shall receive release time, upon request, for the purpose of participating in the inspection. Additional employee representatives may be granted release time upon request to and approval of the Employee Relations Officer.
- 32.6. Representational access, as described in Paragraph 5.1.1 of this Memorandum of Understanding, shall include access to County facilities to meet with the employees on health and safety problems. Such representational access does not permit entrance to a facility to conduct safety inspections, unless the designated County representative at that facility has received reasonable prior notice of the time, place and purpose of the proposed visit.
- 32.7. Upon request, the Union and the County agree to share relevant non- confidential available data relative to health and safety matters.
- 32.8. The County agrees to meet with the Union on a monthly basis to discuss health and safety concerns; such meeting to be conducted under the following conditions:
  - 32.8.1. Director of Human Resources and Risk Manager to represent the County at each meeting, with additional representatives in attendance as necessary to provide pertinent information.
  - 32.8.2. Meetings to be conducted in addition to meet and confer sessions, except by mutual consent.
  - 32.8.3. Meetings to be held on the second Wednesday of each month at 1:30 p.m. in the Union office or at the County Courthouse, or other day, time and location as mutually agreed upon.
  - 32.8.4. Agenda to be submitted before each meeting which may be amended by either party to include additional topics for discussion. Absence of an agenda will cause cancellation of the meeting for that month.
  - 32.8.5. Issues shall not be considered which either the County or the Union determines to be subject to the meet and confer process.
  - 32.8.6. Release time for attendance at the meetings will be granted for the Union President and a reasonable number of employees required to furnish information pertinent to the agenda.
- 32.9. The County and the Union agree that departmental health and safety committees are valuable and should be encouraged.

- 32.10. When an employee believes they are being required to work where a clear and present danger exists, they will immediately notify their supervisor.
  - 32.10.1. The employee has the right to not continue with such work activities unless or until their supervisor investigates the situation and either directs the employee to temporarily perform some other assignment or proclaims the situation safe and directs the employee to resume the work activity which was investigated.
  - 32.10.2. The County recognizes the right of an employee, pursuant to state and federal law, to refuse, without sanction, to perform work that the employee reasonably believes is dangerous.
  - 32.10.3. The Union agrees that the nature of certain jobs is such that they inherently contain an element of danger at certain times and agrees that employees who are currently in or are hired into these jobs will not refuse to work unless the level of danger is clearly beyond what would be considered appropriate for these positions.
- 32.11. Employees who believe their health and safety has been threatened during the course of their County work duties shall have the right to report such threat(s) to the appropriate law enforcement agency during the employee's normal work hours without loss of compensation, subject to notification of and approval from their immediate supervisor.
- 32.12. The County will comply with applicable state law regarding the use of hazardous chemicals.
- 32.13. The County and AFSCME are committed to establishing and maintaining a work environment for County employees that is free from the effects of drugs and alcohol. The parties agree to form a committee to develop a drug and alcohol-free work environment/testing policy covering employees in this unit.

### **33. Video Display Terminals**

- 33.1. Video Display Equipment Working Conditions.
  - 33.1.1. The County and the Union agree that employees working on video display equipment shall have safe and healthy work environments. This environment shall avoid excessive noise, crowding, contact with fumes, and other such unhealthy conditions.
  - 33.1.2. The County agrees wherever possible to design the flow of work to avoid long, uninterrupted use of video display equipment by County employees.

33.1.3. The County and the Union agree to an ongoing review of working conditions for employees required to use video display equipment. Such review shall be conducted by the Health and Safety Committee (Paragraph 32.8 of this Memorandum of Understanding).

**34. Health Maintenance Program**

- 34.1. Recognizing the direct interrelationship between an individual's physical and mental health, both the Union and the County encourage and support the improvement and maintenance of the good physical health of employees. Toward this end, the County shall continue its commitment to good physical health of employees.
- 34.2. The County agrees to comply with the provisions of California Division of Occupational Safety and Health (CalOSHA): Title 8, Chapter 4, Subchapter 7, Article 109, Section 5199 Aerosol Transmissible Diseases.

**35. Training**

- 35.1. All employees in classifications assigned to Representation Unit 3, as set forth in Exhibit B of the Employer-Employee Relations Policy, shall receive proper training pursuant to Merit System Rule VI, Section 6.
- 35.2. Following appointment, initial and ongoing training shall be offered in subjects pertaining to the performance of the supervisor's duties, as determined by the County, including, but not limited to, performance evaluations, performance counseling, progressive discipline, and sexual harassment.
- 35.3. Ongoing training in subjects deemed appropriate by the County shall be offered on a regular, continuous basis, the purposes of which shall be to assist the supervisor in the performance of their duties.
- 35.4. In addition to the provisions above, there shall be established a Unit 3 Labor-Management Committee, with an equal number of representatives from the County and AFSCME to pursue ways to provide ongoing supervisory training and consider issues affecting supervisory caseloads and workloads.
- 35.5. The County shall endeavor to provide resource information on potential training/educational opportunities to County employees. When possible, departments will attempt to make training available to employees in other departments who might benefit from such training. It shall be the sole responsibility of an employee's appointing authority to authorize an employee to attend training and to determine whether or not the training will be on County paid time. This article is not intended to have any effect on the County's Educational Reimbursement Policy.

**36. Merit System Rules**

36.1. The Merit System Rules are attached as Appendix E and are incorporated herein as though fully set forth.

**37. Break in Service/Seniority Calculation – Temporary Appointments**

37.1. Time served under “temporary” appointment status shall, under certain specific conditions, count toward the calculation of certain benefits. For purposes of the calculation of qualifying time served pursuant to the provisions of Memorandum of Understanding Paragraph 18.8 (Vacations), Memorandum of Understanding Paragraph 19.9 (Sick Leave), Merit System Rule V, Section 2 (Probationary Period), and Merit System Rule VII, Section 3C(4) (Layoff), the following shall apply: It is the intent of the parties what when there is no break in service, extra-help employees shall not suffer a reduction in wages as a result of being hired into a regular status position in the classification that they are currently serving.

37.1.1. Only full-time employment shall be counted. Full-time employment is 75 or 80 hours per pay period, depending upon the job class and department.

37.1.2. Less than 75 or 80 hours per pay period, depending upon the job class and department, shall be considered a break in service, except as described in Paragraph 37.1.3. Seniority shall be calculated from the first day of the pay period following a break in service. Time spent by a temporary employee at an oral, written or performance examination for a County position shall not be considered a break in service provided that the employee gives prior written notice to their supervisor of the date and time of the exam.

37.1.3. Whenever a holiday observed by the County, pursuant to Memorandum of Understanding Article 20, falls on a day when an employee serving in a temporary appointment might normally have been expected to work except for such holiday, the unpaid holiday shall not be considered a break in service.

37.2. Determination regarding the amount of temporary time to count for purposes in Section 37.1 shall be made at the time of appointment to a regular or grant position. The first date of work (in a temporary position) following the most recent break in service shall be listed on the PPAF when appointed to the regular position.

37.3. The County shall provide to temporary employees an information sheet regarding County employment.

37.4. The provisions of this Article shall apply to employees who are in temporary status on the effective date of this Memorandum of Understanding, but shall not apply retroactively to employees now in regular positions who formerly held temporary employment status.

**38. Leave At Termination**

38.1. Accumulated vacation, compensating time off, and holiday credit will be paid off in cash at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of the leave time.

**39. Blood Donation**

39.1. Employees in classifications represented by the Union shall be permitted up to two and one-half (2½) hours of paid release time per calendar year, subject to department head approval, for the purpose of donating blood to Northern California Community Blood Bank, when used in conjunction with an equal portion of employee's time.

39.2. Employees claiming release time under this provision shall make their record of donations available for verification upon request of the appointing power or their designee.

**40. Group Life Insurance**

40.1. The County will provide term life insurance group coverage of \$10,000 for eligible employees regularly working at least 20 hours each week. Employees shall be eligible to purchase additional amounts of term life insurance in accordance with the County's group policy.

40.2. The premium waiver in case of disability will end at the first of the month next following the disabled employee's 65th birthday. The employee will have 31 days from that date to exercise their right to convert the policy to an individual policy of life insurance without evidence of insurability, subject to employee's payment of the applicable premium.

**41. State Disability Insurance**

41.1. County sick leave benefits will be integrated with SDI benefits. Employee leave hours shall be used in appropriate increments to supplement State Disability Insurance. Example: SDI pays 66.7% of employee's wages; the employer shall pay 33.3% of the employee's wages drawn from the appropriate available leave bank.

**42. Worker's Compensation**

42.1. Employees covered by this Memorandum of Understanding are covered by workers' compensation for job related injury or illness. Workers' compensation benefits shall be provided in accordance with and set by applicable California State Law. Employees who believe they have experienced a work-related illness or injury should immediately contact their supervisor.

42.2. Temporary Light Duty Assignments for Injured Employees.

- 42.2.1. If an assignment exists which the department head, in conjunction with the Director of Human Resources and Risk Manager, deems may be performed on a temporary basis, first consideration shall be given to those industrially disabled employees within the department whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment, and who has the capability and qualifications to perform the temporary assignment.
- 42.2.2. The rate of pay will be the employee's regular salary.
- 42.2.3. The employee's department head will determine the assignment and its duration, but the employee shall return to their normal job as soon as released by their treating physician certifying they are no longer temporarily disabled. Light duty is available for a maximum of 12 weeks. Department heads may extend light duty assignments beyond 12 weeks on a case by case basis.
- 42.2.4. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time.
- 42.2.5. After industrially injured employees have been considered, non- industrial disabled employees will be given next consideration on the same basis as provided above.

### **43. Indemnification**

- 43.1. An employee has the right to indemnification by the County of Humboldt for claims or judgments arising out of their County employment under the terms and conditions set forth in Section 825 and following of the California Government Code, as amended.
- 43.2. An employee has the right to be defended at the County's expense in civil actions and proceedings and certain criminal actions and proceedings arising out of their County employment under the terms and conditions of Section 995 and following of the California Government Code, as amended.

#### **44. Insurance Coverage**

- 44.1. The County health insurance premium contribution for CalPERS health insurance includes two components. 1) The County will pay a percentage of premiums for the lowest cost CalPERS medical plan available in Humboldt County. Employee only coverage will be paid by the County at 89.61% of the monthly premium. Dependent coverage will be paid by the County at 69.01% of the monthly premium for employee and one dependent, and at 64.27% of the monthly premium for employee plus two or more dependents. 2) In addition, the County will pay up to an additional \$200.00 per month, which combined with the first component shall not exceed one hundred percent of the monthly premium for the health insurance plan selected by the employee. These contributions are made through the County's Flexible Benefit Plan, and are inclusive of the County's required employer contribution as spelled out in subsection 44.2 herein.

Effective the first full month following Board adoption of the new MOU, the County will increase its contribution to cover 100% of the increase in the low- cost health insurance plan's premium for the remainder of calendar year 2024 to 2025. Effective the first month of the 2026 health plan year, the County will increase its contribution to cover 100% of the increase in the low-cost health insurance plan's premium from calendar year 2025 to 2026. These increased employer contributions in 2025 and 2026 will apply to each of Employee Only, Employee Plus One and Employee Plus Two or More levels of eligibility. The County's premium contribution will continue to include the \$200.00 per month supplement that went into effect during the term of the January 1, 2022, through December 31, 2024, MOU.

- 44.2. For both active and retired employees, the County, for purposes of compliance with CalPERS regulations, shall contribute the minimum monthly premium required in the County's CalPERS contract for medical insurance. This minimum monthly premium shall be included in the County's contribution to the Flexible Benefit Plan as described in subsection 44.1 above. Should the minimum monthly County contribution increase due to CalPERS requirements, the new amount shall be included in the County's contribution to the Flexible Benefit Plan as described in subsection 44.1 above.
- 44.3. Employees who choose not to participate in a County sponsored medical plan and can certify coverage in another health insurance plan shall be entitled to receive premium \$493.00 per month opt-out incentive under either of the following two circumstances.

44.3.1. **Bona Fide Religious Objection.**

An employee may choose not to participate in a County sponsored medical plan if they are a member of a bona fide religious body which has an objection to medical insurance to the extent allowed by law. To do so any employee must present a written declaration to the County Director of Human Resources that the employee is a member of a bona fide religious body (by name) which

objects to medical insurance. Newly hired employees who provide such declaration prior to the start of their medical insurance coverage will not be required to participate in a County sponsored medical plan unless required by law. Current employees who are covered by a County sponsored medical plan will be removed from the medical plan the month following the receipt of their written declaration by the County Director of Human Resources unless otherwise required by law.

44.3.2. Alternative Group Health Insurance Coverage.

An employee who has alternative group health insurance coverage may receive the opt-out incentive subject to the following conditions:

- The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange or an individual policy.
- During the county's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the county no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- The employee understands that the county is legally required to immediately stop conditional opt-out payments if the county learns that the employee and/or members of the employee's tax family do not have the alternative Minimum Essential Coverage.

44.4. Dental Insurance.

The current County provided dental insurance coverage shall be maintained during the term of this Memorandum of Understanding with the County paying 100% of employee and eligible dependent premiums with a maximum calendar year benefit of \$1,500 per person.

44.5. Vision Coverage.

The current County provided vision coverage shall be maintained during the term of this Memorandum of Understanding with the County paying 100% of the premium for employee and eligible dependents (those covered on the County medical plan). The calendar year maximum benefit is \$210.00 per person.

**45. Deferred Compensation**

- 45.1. AFSCME represented employees shall be allowed to participate in the voluntary deferred compensation plan in accordance with the County rules and regulations established by the plan administrator and the County.
- 45.2. The County agrees to offer to meet and consult with AFSCME prior to changing the plan administrator.

**46. Employee Assistance Program**

- 46.1. AFSCME represented employees shall be provided with an Employee Assistance and Counseling program, subject to the rules and regulations provided by the County.
- 46.2. The County shall meet and consult with AFSCME prior to changing the program administrator.
- 46.3. AFSCME's support for this program shall be identified on the brochure developed for the County entitled "Employee Assistance and Counseling Program."
- 46.4. Employees who elect to participate in the Management Referral portion of the program shall be allowed up to five (5) hours of paid release time per calendar year for attendance at counseling sessions resulting from the Management Referral.
  - 46.4.1. Employees utilizing paid release time under this provision shall verify their attendance at such counseling sessions upon request of the appointing power or their designee.
  - 46.4.2. The Management Referral portion of the program is entirely voluntary.
- 46.5. Participation in the Employee Assistance and Counseling Program is strictly confidential, except as provided by applicable law and the contingent requirement for verified attendance specified in Paragraph 46.4.1.

**47. Workloads and Caseloads**

- 47.1. It is acknowledged by the parties that budgetary constraints may cause workload changes for County employees by reducing the number of employees available to do the work, or other similar reason. Employees who have experienced such workload changes shall not be subject to disciplinary action or poor performance evaluations for failure to increase their relative work output above that which was expected prior to the change. It is understood that in order to gain this protection, employees must have been performing an acceptable level of work output prior to the change, and must have made reasonable efforts to do the work assigned after the change.

- 47.2. “Relative work output” means that amount of work production expected of an employee, given the various circumstances which have an environmental effect upon productivity, such as: fluctuations in work input (quantity), incremental changes in the nature of the work, expectations of supervisory employees (quality and timeliness), ability of the employee, type of equipment used, training, and other factors which have an effect on the work an employee produces, as determined by the employee’s supervisor.
- 47.3. The County shall furnish the Union such reports as may be available on employee workloads by June 30 of each fiscal year.
- 47.4. Thirty-Two Hour Workweek: The County and the Union will participate in a labor management committee to study thirty-two hour workweek concepts. The Parties acknowledge that the committee’s study is unlikely to be completed before the Parties initiate negotiations for a successor MOU.

**48. Personnel Files and Performance Evaluations**

- 48.1. The County shall give notice to each employee of any material placed in the employee’s permanent personnel file which has not been submitted by the employee. The employee shall be given an opportunity to view the material. For purposes of this Article, notice shall be deemed to have been given if the employee has received a copy of the material. The employee shall be permitted to submit a reasonable written response to any materials in the personnel file. Such response shall be placed in the personnel file. Employees may appeal to the Director of Human Resources to have discipline removed from file after five years from the date of the incident.
- 48.2. Documents excepted from the requirements of this Article shall be confidential letters of recommendation and/or reference, scored test results, and medical examination results.
- 48.3. Meetings between employees and managers/supervisors concerning work performance or work related problems should be held in private or in a location sufficiently removed from the hearing range of other persons.

**49. Time of Essence**

- 49.1. Time is of the essence in the performance of each provision of this Memorandum of Understanding.

**50. Gender and Number**

- 50.1. In this Agreement, the neuter gender pronoun “they” shall be used, and the singular or plural number shall be inferred where indicated by context.

**51. Memorandum of Understanding Distribution**

51.1. The County shall provide the Union with one (1) original copy, suitable for reproduction, of the complete Agreement consisting of the Memorandum of Understanding, Merit System Rules, and Employer-Employee Relations Policy.

51.2. The design and format shall be jointly determined by the County and the Union.

**52. Non-Discrimination**

52.1. There shall be no discrimination by the County against any employee or applicant for employment on the basis of any non-job related factors. The County Equal Employment Opportunity Policy (Appendix D) shall be fully incorporated into this document by reference. The parties agree that the EEO Policy is not subject to the meet and confer process.

**53. Americans with Disabilities Act**

53.1. Both the County and the Union are committed to implementation of the Americans with Disabilities Act of 1990.

53.2. The parties acknowledge that certain provisions of this Memorandum of Understanding or related terms and conditions of employment may need to be altered to meet the requirements of the Americans with Disabilities Act.

53.3. The Union recognizes that the County has the legal obligation to meet with individual employees to be accommodated before any adjustment is made in working conditions. The Union will be notified of the proposed accommodation prior to implementation by the County.

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

53.5. Prior to altering any provision of this Memorandum of Understanding in order to undertake required accommodations for an individual protected by the Act, the County will provide the Union with written notice of its intent to disregard the Memorandum of Understanding provision and will provide the Union with the opportunity to discuss other options.

**54. Sexual Harassment**

Humboldt County Harassment Policy allows zero tolerance for harassment, discrimination and retaliation on the basis of legally protected statuses. Employees who believe they are the victims of protected status harassment, discrimination and retaliation may file a complaint with the

county as described in the policy.

A copy of the Harassment Policy may be found on the Human Resources Department website or by contacting the Human Resources Department at (707) 476-2349 or AFSCME Local 1684 at (707) 443-7371 for assistance.

## **55. Maintenance of Benefits**

- 55.1. All written rights, privileges, benefits and terms and conditions of employment within the scope of representation as of the date of this Agreement which are not specifically set forth in the Agreement shall remain in full force, unchanged during the term of this Agreement unless agreed to by mutual consent.
- 55.2. All unwritten rights, privileges, benefits and terms and conditions of employment within the scope of representation as of the date of this Agreement, except those directly modified or terminated by this Agreement, may be changed only after meeting and consulting with the Union.

## **56. Maintenance of Operations**

- 56.1. AFSCME agrees that during the term of this Agreement and for the period of time necessary for the meet and confer process to conclude a successor agreement to this Memorandum of Understanding, neither the Union nor any representative acting on its behalf will cause, authorize, engage in, condone or sanction a 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 unit's labor organization to engage in or honor such activities against the County, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.
- 56.2. The Union agrees to instruct its members that public employees who engage in any of the prohibited activities in Paragraph 57.1 would be engaging in an act that is prohibited by this Memorandum of Understanding.
- 56.3. If the Board of Supervisors determines that an employee has engaged in any activity which violates Paragraph 57.1 above, the employee shall be subject to disciplinary action up to and including discharge from County service.
- 56.4. The County agrees that during the term of this Agreement, the County shall not lock out any employees from their work.

## **57. Management Rights**

- 57.1. The management of the County of Humboldt and the direction of its work force is vested totally and exclusively in the Board of Supervisors or as delegated by said Board to its agents or as prescribed by the laws of California. Except as modified by this Memorandum of Understanding or the Meyers-Milias-Brown Act as amended, Government Code Sections 3500-3510, these rights are to: Direct the work of its employees;
- Hire, promote, demote, transfer, assign and retain employees in positions within the County, subject to County and local agency Merit System Regulations;
  - Suspend or discharge employees for proper cause;
  - Maintain the efficiency of County operations;
  - Relieve employees from duty because of lack of work, subject to County and local agency Merit System Regulations;
  - Take actions as may be required to carry out County services in emergencies; and
  - Determine the methods, means and personnel by which operations are to be carried out.
- 57.2. In the event that the County proposes to contract out any work currently performed by employees covered by this Agreement, the County shall provide reasonable advance notice to the Union. Such notice shall include information related to labor costs which are to be considered by the County in reaching a final determination. The Union shall have the opportunity to propose alternate cost-effective methods by which the work could be performed.

## **58. Conclusiveness**

- 58.1. The Union and the County agree that during the negotiations which resulted in this Memorandum of Understanding, 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 Agreement, the County and the Union shall not be obligated to meet and confer on any matter within the scope of representation whether or not specifically referred to in this Memorandum of Understanding; whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations; or whether or not the matters were proposed and later withdrawn during negotiations, because this Agreement sets forth the entire understanding of the parties. Except as herein provided, any and all prior or existing Memoranda of Understanding are hereby superseded.

58.2. In the event of a conflict between a specific provision of this Agreement and a written rule, regulation or ordinance of the County of Humboldt or any of its divisions, the terms of this Agreement shall prevail and such conflict shall be resolved in favor of the specific provisions of this Memorandum of Understanding, unless otherwise mutually agreed by the parties.

## **59. Savings Clause**

59.1. If any article or section of this Memorandum of Understanding or an addendum thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be restrained by such tribunal or the enactment of superseding law by any governmental authority other than the County, such article or provision shall be immediately suspended and be of no force or effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portions and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operation of the invalidated section.

59.2. In the event an article or provision of this Memorandum of Understanding is suspended pursuant to the above, either party to this Memorandum of Understanding has the right to initiate meet and confer on the effect of such suspension.

## **60. Term of Agreement**

60.1. Except as specifically set forth herein, the Articles of this Agreement shall be effective only from January 1, 2025, to and inclusive of December 31, 2026.

60.2. Extension. This Agreement may be extended by the Board of Supervisors, with the consent of the Union, on a month-to-month basis subsequent to December 31, 2026, pending a new Memorandum of Understanding.

For the County

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Michelle Bushnell, Chair  
Humboldt County Board of Supervisors

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Elishia Hayes  
County Administrative Officer

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Zachary O'Hanen  
Director of Human Resources

For the Union

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Andrew Redden  
Business Agent, Local 1684

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Sarah Ireland  
President, Local 1684