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SIDE LETTER OF AGREEMENT

Extension of Memorandum of Understanding to an inclusive of December 31, 2021

The purpose of this side letter is to extend the term of the Memorandum of Understanding (MOU) between the County of Humboldt and the American Federation of State, County, and Municipal Employees (AFSCME) and provide AFSCME represented employee with one-time and short term benefits associated with the MOU extension.

This letter represents the Parties' agreements to add to or amend the following sections of the AFSCME MOU. Underlined sections are additions and strikethrough indicates deletion.

- 12.10. Employees assigned as Lactation Consultants shall be provided a stipend of \$600 per year payable in 26 equal installments for obtaining or maintaining certification.
- 12.11.2. 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 Workers, including Supervisors,~~ Social Service Aides assigned to the Child Welfare Services Division shall receive the following:
 - 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.
- 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 contract 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 compensatory time off accumulation exceeds eighty (80) hours at the end of any given pay period, such employee shall receive cash payment in the following biweekly paycheck for all compensatory time off hours which have been accumulated in excess of eighty (80) hours during that pay period. Upon separation from County service, employees will be compensated in their final check for compensatory time off earned but not taken. When it becomes necessary, in order to maintain efficient operations, the County Administrative Officer may authorize the cash 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 compensatory 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 off 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.

20.1.1. The twenty-third day of December 2021 will be a paid holiday.

20.6.1. 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.

20.6.2. 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.

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

20.7. 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.

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 Auditor-Controller for implementation, along with the form from the employee donating time to the affected employee.

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 alternative benefit time (i.e., vacation, holiday or compensatory time) in lieu of sick leave to prolong the time before beginning the time period prior to a medical leave of absence being granted. The medical leave of absence will be unpaid and/or the employee may use these alternative accruals other forms of paid leave 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. receive additional accruals when using accumulated benefit time. The Director of Human Resources may extend ~~approve an extension of~~ the one-year maximum medical leave of absence by six months if ~~where~~ 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, and thereafter the Director of Human Resources may extend the medical leave up to an additional six months ~~(for a total of 18 months).~~ 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.

- 25.1.1. Employees in the classification Tire Repair Specialist shall receive a tool maintenance allowance of ~~\$200~~25.00 per year.
- 25.1.2. Employees in the following classifications shall receive a tool maintenance allowance of ~~\$500~~250.00 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.
- 29.2.1. ~~Effective the first full pay period in April of 2016, the County shall increase the base wage of all employees by three (3) percent or six (6) salary ranges which would immediately be diverted toward a three (3) percent employee contribution to PERS for~~ Employees contribute to their applicable respective PERS Retirement Plan according to the following schedule:

Category	Employee Contribution	Gov. Code 20516 Cost Sharing	Total Employee Contribution
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.

~~As soon as practicable during the term of the successor MOU, each bargaining unit employee will receive a one-time payment in the amount of \$621.74 minus any~~

~~applicable deductions to be made as early as is practicable during the term of the successor MOU.~~

~~Effective the first full pay period following adoption of the successor MOU by the Board of Supervisors or as soon thereafter that is administratively feasible, each bargaining unit employee shall receive a 1.0% or two (2) salary range increase to base pay.~~

~~Effective the pay period that includes January 1, 2019, each bargaining unit employee shall receive a 0.5% or one (1) salary range increase to base pay.~~

~~Effective the pay period that includes July 1, 2019, each bargaining unit employee shall receive a 0.5% or one (1) salary range increase to base pay.~~

~~Effective the pay period that includes January 1, 2020, each bargaining unit employee shall receive a 0.5% or 1 salary range increase to base pay.~~

~~Effective the pay period that includes July 1, 2020, each bargaining unit employee shall receive a 1.5% or three (3) salary range increase to base pay.~~

29.2.3. Effective the earliest pay period following Board of Supervisors adoption of this side letter, all members of the bargaining unit shall receive a one-time, non-recurring, non-pensionable lump sum payment in the amount of one thousand, three hundred dollars (\$1,300.00) minus applicable payroll deductions.

29.2.3. Removed from MOU

29.2.3.1. Removed from MOU

29.2.3.2. Removed from MOU

29.2.4. Removed from MOU

29.2.5. Removed from MOU

29.2.5.1. Removed from MOU

29.2.5.2. Removed from MOU

29.2.5.3. Removed from MOU

29.2.5.4. Removed from MOU

29.2.5.5. Removed from MOU

- 44.1. Effective for months following Board of Supervisors adoption of this side letter, the County health insurance premium contribution for CalPERS health insurance plan year 2021 (December 2020 to November 2021) includes two components. 1) The County will pay a percentage of and the Union agree that County paid premiums for CalPERS medical plan coverage will be based upon 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 \$100.00 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. Said amounts shall be available. 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. Unless the Parties extend the term of the MOU pursuant to Section 61.2, starting December, 2021, the County health insurance premium contribution will revert to the first component described above, the applicable percentage of the lowest cost plan and will not include the second component described above, the additional \$100.00 monthly contribution.
- 61.1. Except as specifically set forth herein, the Articles of this Agreement shall be effective only from January 1, 2021~~October 1, 2017~~, to and inclusive of December 31, 2021~~10~~.
- 61.2. 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, 2021~~10~~, pending a new Memorandum of Understanding.
- 61.3. ~~Ratification. The provisions of this Memorandum of Understanding were ratified by the membership of the Union on July 25, 2018, and the Humboldt County Board of Supervisors on August 21, 2018. A copy of the MOU adopted by the Board of Supervisors shall be provided to the Union within thirty (30) days of the date of adoption.~~

The balance of the MOU shall roll-over from the Parties' Agreement which expired on December 31, 2020 unless mutually agreed to by the Parties for purposes of correcting errors, removing out-of-date content or making other improvements to the Agreement.

FOR THE COUNTY

Virginia Bass, Chair
Humboldt County Board of Supervisors



Amy Nilsen
County Administrative Officer



Linda Catherine Le
Director - Human Resources/Risk Management

FOR THE UNION



3/25/21

Andrew Redden
Business Agent, Local 1684



Jimmy J. Gorospe (Mar 25, 2021 15:49 PDT)

Jimmy Gorospe
President, Local 1684