



**HUMAN RESOURCES
COUNTY OF HUMBOLDT**

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SIDE LETTER OF AGREEMENT

Extension of Memorandum of Understanding to an inclusive of September 30, 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 Humboldt Deputy Sheriffs' Organization (HDSO), to incorporate mutually agreed-upon improvements to the overtime language into the Parties' Agreement and to provide HDSO represented employee with one-time benefits associated with the MOU extension.

This letter represents the Parties' agreements and amendments to the following sections of the HDSO MOU. Underlined sections are additions and strikethroughs indicate deletions.

9(D)(1) Effective with the first full pay period following Board of Supervisors adoption of the side letter in February of 2018, all members of the bargaining unit shall receive a one-time, non-recurring, non-pensionable lump sum payment of three thousand dollars (\$3,000) ~~one thousand two hundred (\$1,200.00) dollars.~~

18. OVERTIME, ON-CALL AND CALL-BACK

A. Overtime

1. Applicability of Policy:

The overtime policy will apply to all non-exempt employees covered by this M.O.U. except for the classifications of Welfare Investigator I and II, and Supervising Welfare Investigator that shall be subject to Salary Resolution Section 9 A – Overtime.

2. Contract Overtime Computation

Employees in the non-exempt classifications ~~Overtime~~ shall be paid overtime for the time worked in excess of the employee's regular work week or for hours worked on a regularly scheduled day off ~~computed on the basis of actual hours worked in excess of an employee's regular work week.~~ Overtime ~~for~~ five minutes or less in excess of the employee's regular workday shall not be considered as time worked for overtime calculation purposes ~~computed nor shall such periods be accumulated.~~ Overtime of

more than five minutes in excess of a regular workday shall be considered time worked for overtime purposes and computed on the basis of actual time worked.

When employees covered by this M.O.U. have taken compensatory time off or time off for holidays, or any other hours in a paid status, such time off shall count as time worked ~~for purposes of calculating overtime under this Article.~~

3. Prior Approval of Contract Overtime

No overtime may be earned without prior approval of the department head or designee.

4. ~~Overtime~~Accumulation and Payment of Contract Overtime

Employees with accrued compensatory time off in excess of eighty (80) hours at the end of any given pay period, may receive a cash payment in the following pay period for all overtime hours in excess of eighty (80), or the employee may elect to continue accumulating compensatory time off in lieu of cash overtime, up to a maximum of one hundred sixty (160) hours. All accumulated compensatory time off hours above one hundred sixty (160) will be paid on the following biweekly paycheck at the employee's regular rate of pay. In the first pay period in November of each calendar year all compensatory time off hours in excess of eighty (80) hours will be paid out to the employee. Upon separation from County service, employees will be compensated at their current regular rate of pay~~salary rate~~ at time of termination for 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 off.

5. Use of Accumulated Time

- a. Employees covered by this M.O.U. may take time off for accrued compensatory time off at their own discretion, subject to approval by the department head or designee. Employees in the Sheriff's Department are also subject to the following:

For employees in the Sheriff's Department who request time off for vacation, compensatory time or holiday time the following shall apply:

- a. As of the date of said request, if the employee accumulated vacation time is above 70% of the maximum vacation accumulation, the

employee may, at their discretion, choose whether they desire vacation, compensatory time or holiday time off.

- b. As of the date of said request, if the employee is at 70% or below the maximum vacation accumulation, the Sheriff may, require the employee to utilize accumulated compensatory time off.
- b. All employee requests for compensatory time off shall be granted unless granting such request would result in a personnel shortage. Requests for compensatory time off for employees in the Sheriff's Department shall be granted in accordance with Section, 18.A.5.a.i Personnel needs/shortages is a decision entirely within the discretion of the Sheriff or designee.

6. ~~Overtime~~ Payment of Contract Overtime

Contract overtime will be accumulated and/or paid at time and one-half the regular rate (The time and one-half rate is not cumulative when listed situations are concurrent.)

- a. Time Worked on a Regular Work Day Off (1-1/2)

Time worked on a regular day off for those employees who normally work a thirty-seven and one-half (37-1/2) or forty (40) hour week).

- b. Time Worked on a Holiday (1-1/2)

Time worked on a holiday shall be paid on the next bi-weekly pay check, not accumulated as compensatory time. This is not intended to have any effect on holiday unit accumulation or accrual.

- c. Work Over Forty Hours Per Week (1-1/2)

Time worked in excess of forty (40) hours per week.

- d. It is not the intent of the parties to change the existing practice of overtime payment by modifications made on July 1, 2011.

7. Contract Overtime for Staff Meetings

Staff meetings that cannot be scheduled during regular working hours shall be considered overtime. Training sessions that cannot be scheduled during

regular working hours shall be considered overtime when mandated by the department head 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 department head or designee.

When an employee participates in training at the employee's 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.

8. Cash Compensation or 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 overtime is worked shall be given by the department head for all employees assigned to duties specifically related to the emergency.

9. Cash Compensation for Contract Overtime – Search and Rescue

In accordance with current Government Code section 26614.5 (Sharing Search and Rescue Expenses) authorization for cash compensation for overtime worked shall be given by the department head for all employees assigned to duties specifically related to the search and rescue. Employees shall only receive the cash compensation if Humboldt County receives payment from the county (or city and county) of residence of the person(s) searched for or rescued.

10. Statutory Overtime – Work Periods

Notwithstanding the contract overtime provisions set forth above, the County has adopted the partial overtime exemption for law enforcement personnel under FLSA section 207(k). All non-exempt classifications in the bargaining unit are subject to this 207(k) declaration.

For the purpose of determining overtime under the FLSA, the County has declared a 28 day work period for those bargaining unit classifications listed above. By this declaration, the covered classifications are eligible for the payment of FLSA overtime for all hours actually worked in excess of 171 in the 28 day work period. The 28 day work period for the covered bargaining unit personnel shall begin at 12:01am Sunday and end at 11:59pm 28 consecutive days thereafter.

Statutory overtime required by this subsection shall be calculated in accordance with the FLSA statutory and regulatory regular-regular rate requirements.

11. Overtime Dispute Resolution Procedures

The County and the HDSO acknowledge and agree that sections 2-9 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 section 10 above are asserted by or on behalf of any current or former 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 parties further acknowledge and agree that any and all claims for statutory overtime under sections 2-9 above are expressly excluded from the applicable grievance procedure outlined in Humboldt County Merit System Rule VII.

~~B.12.~~ On- Call

~~1.a.~~ 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 the employee's department head to remain available for immediate call." On-call duty requires the employee so assigned:

- ~~a.i.~~ i. to be ready to return immediately to calls for service;
- ~~b.ii.~~ ii. to be reached by telephone or radio;
- ~~c.iii.~~ iii. to remain within a specified distance from the employee's normal work station; and
- ~~d.iv.~~ iv. to refrain from activities which might impair the employee's ability to perform assigned duties.

~~2.b.~~ On-Call Compensation

Any employee required by the department head to remain available for immediate call shall receive fifteen (15) minutes of compensatory time off for each hour on call.

Probation Department and Coroner employees shall be compensated either in cash or compensatory time off, at the discretion of the Chief

Probation Officer or Coroner and with the approval of the individual employee based on fifteen (15) minutes of compensation for each hour on-call.

C.13. Call Back

1.a. Call-Back Minimum Compensation Policy

Employees required to work in excess of a regular working day or shift 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.

a.i. Call-Back for Court

An employee required to appear as a court witness on a day off shall be compensated with at least three (3) hours overtime or for hours worked as specified in Subsection A 5 hereinabove, whichever is greater. Effective November 6, 2005 employees who have required court appearance cancelled with less than twenty-hours' notice shall receive two (2) hours overtime compensation.

b.ii. Welfare Investigators

Notwithstanding the above, employees in the classifications of Welfare Investigator I and II, and Supervising Welfare Investigator shall be subject to Salary Resolution Section 9 C (1) for purposes of Call-Back Minimum Compensation Policy.

2.b. 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.

D.14. Civil Subpoena Reimbursement

An employee in this Unit (except Investigator, District Attorney, Welfare Investigator I and II, and Supervising Welfare Investigator, who are not eligible) who is required by subpoena to be a witness in a civil action or proceeding pursuant to California Government Code Section 68097.1 on a normal off-duty time shall be entitled to cash compensation at the rate of

time and one-half of the employee's current salary rate. This Article shall remain in effect only so long as the costs of salary and expenses paid to such employee pursuant to California Government Code Section 68097.2 continue to be reimbursed to the County by the party at whose request such subpoena is issued, and there shall be no net cost to the County.

72(A) Unless specifically provided otherwise herein, the Articles and provision of this M.O.U. shall be effective only from the date of ratification of this M.O.U. by both the H.D.S.O. and the County to and inclusive of September 30, 2021 ~~June 30, 2020~~.

The balance of the MOU shall rollover from the Parties' Agreement which expired on September 7, 2020 except for the removal of content that has already been administered by the parties.

All employees occupying the classifications of Emergency Communications Dispatcher (Class #0128), Senior Emergency Communications Dispatcher (Class #0127), and Emergency Communications Supervisor (Class #0401) that are being reallocated from AFSCME represented bargaining units to the HDSO shall be subject to the HDSO MOU and this side letter. As a result, those employees shall receive no compensation adjustments associated with the March 25, 2021 side letter between the County and AFSCME and will instead receive the \$3,000 per person payment described in paragraph one of this agreement. Furthermore, the impacted dispatcher employees will have the opportunity to select a different health insurance plan from among the plans offered to County employees upon their reallocation from an AFSCME unit to the HDSO. This unit modification is indicated in the attached Comprehensive Compensation Schedule and Classification Summary.

FOR THE COUNTY

Mike Wilson, Vice Chair
Humboldt County Board of Supervisors

4/26/21

Amy Nilsen
County Administrative Officer

23 April 2021

Linda Catherine Le
Director of Human Resources/Risk Management

FOR THE UNION

Jamie Barney
HDSO President

HDSO Board Member

John Noble
HDSO Representative