

HUMAN RESOURCES COUNTY OF HUMBOLDT

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SIDE LETTER OF AGREEMENT

Law Enforcement Management (LEM) Unit 7 Regarding- Educational Certificate Pay and Longevity Pay

This Side Letter of Agreement ("Side Letter") is entered into by and between the County of Humboldt ("County") and the Law Enforcement Management (LEM) Unit 7 for the purpose of amending the Memorandum of Understanding (MOU) to clarify provisions related to Educational Certificate Pay (also referred to as POST Certificate Pay) and Longevity Pay. These amendments are intended to clarify and confirm the Parties' past practice.

The Parties agree to the following:

- A new Section 60 is added to the MOU, effective retroactively to all MOUs dated October 1, 2017 through May 5, 2025.
- 2. Section 10 of the MOU is amended retroactively to apply to all MOUs effective from October 1, 2017 through May 5, 2025 to clarify and confirm the definition and eligibility criteria for Educational Certificate Pay and Longevity Pay.
- Section 13 of the MOU is amended retroactively for the term of MOUs dated October 1, 2017 through December 31, 2024, and prospectively beginning January 1, 2025.
- 4. These amendments are not intended to prospectively modify Section 10 of the MOU effective January 1, 2025. The terms of that MOU, as amended through this Side Letter, remain effective as of May 6, 2025, however, section 10 in this MOU shall be amended as outlined below between the dates of January 1, 2025 and May 5, 2025.
- Section 17 is amended prospectively to provide an additional paid scheduled holiday on December 24th.

All other terms and conditions of the MOU shall remain in full force and effect.

Retroactively add the following section to the above-mentioned MOUs effective October 1, 2017 through May 5, 2025:

60. Incentive Ranges

Incentive Range Values

The value of ranges described in this Side Letter is set forth in Exhibit "A" to this Side Letter.

Order of Operations for Ranges

The order of operations for the range incentives is as follows:

- Intermediate POST Certificate
- Advanced POST Certificate
- Supervisory POST Certificate
- Management POST Certificate
- Longevity
- · Polygraph Examiner

Compounding Compensation Example

An employee whose position is paid at salary range 450, and has an Intermediate POST Certificate (12 salary ranges), an Advanced POST Certificate (14 salary ranges), Certified Polygraph Examiner pay (10 salary ranges), and 20-year Longevity pay (20 salary ranges) shall have a total salary range of 506.

An employee who has obtained both the Intermediate and Advanced Certificates shall receive a total of twenty-six (26) salary ranges above their base salary (12 for Intermediate + 14 for Advanced).

An employee who has obtained the Intermediate, Advanced, and Management Certificates shall receive a total of forty-four (44) salary ranges above their base salary (12 for Intermediate + 14 for Advanced + 18 for Management).

Retroactively amend the following section of the above-mentioned MOUs effective October 1, 2017 through May 5, 2025:

10. EDUCATIONAL CERTIFICATE PAY

Employees who obtain Peace Officer Standards and Training (P.O.S.T.) Certificates shall receive additional salary compensation based on the highest level of certification achieved. The salary adjustments are cumulative and applied as follows:

- Intermediate Certificate: Employees who obtain an Intermediate Certificate shall receive an additional twelve (12) salary ranges above their base salary.
- Advanced Certificate: Employees who obtain an Advanced Certificate shall receive an additional fourteen (14) salary ranges above their base salary and range placement from the Intermediate Certificate.
- Supervisory Certificate: Senior Investigators (D.A.) and Chief Investigator (D.A.) who obtain a Supervisory Certificate shall receive an additional ten (10) salary ranges above their base salary and range placement for the Intermediate and Advanced Certificates.
- Management Certificate: Employees who obtain a Management Certificate shall
 receive an additional eighteen (18) salary ranges above their base salary and range
 placement from the Intermediate, Advanced, and Supervisory Certificates.
 Employees who have a Management Certificate will not receive the Supervisory
 Certificate incentive.
- Certified Polygraph Examiner: Employees who are routinely and consistently
 assigned to administer and interpret polygraph examinations, and who are a
 Certified Polygraph Examiner or Certified Voice Stress Analyzer, shall receive an
 additional ten (10) salary ranges above their base salary and range placement for
 POST Certifications.

Refer to section 60 of the respective MOUs for additional information regarding the order of operations of these payments and the result of compounding compensation on total compensation.

Retroactively and prospectively amend the following section of the above-mentioned MOUs effective October 1, 2017 through May 5, 2025:

13. LONGEVITY INCENTIVE

Employees who meet longevity eligibility criteria shall receive additional salary increases as follows:

- Employees who have worked ten (10) years or more service in sworn peace officer
 positions in an active law enforcement capacity shall receive an additional ten (10)
 salary ranges above their base salary and range placement for POST Certifications
 and Polygraph Examiner Assignment, if applicable.
- Employees who have worked twenty (20) years or more service in sworn peace officer positions in an active law enforcement capacity shall receive an additional ten (10) salary ranges above their base salary, for a cumulative total of twenty (20) salary ranges above base salary and range placement for POST Certifications and Polygraph Examiner Assignment, if applicable

Applicable experience includes any sworn service in a police department, sheriff's office, or highway patrol agency where such certification is required, including, police officer, corporal, sergeant, lieutenant, captain, commander, chief, assistants or deputies in those classifications, etc.; sheriff deputy, corporal, sergeant, lieutenant, captain, undersheriff, commander, chief, assistants or deputies in those classifications, etc.; investigator, senior investigator, or supervising investigator; and any similar state or federal classifications as confirmed by the Human Resources Department.

17. HOLIDAYS

A. Holiday Policy

All employees covered by this MOU 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.

The scheduled holidays are:

- the first day of January
- the third Monday in January
- · the twelfth day of February
- · the third Monday in February
- · the thirty-first day of March
- · the last Monday in May
- · the fourth day of July
- · the first Monday in September
- · the eleventh day of November
- · the fourth Thursday in November
- · the fourth Friday in November
- · The twenty-fourth day of December

- · the twenty-fifth day of December
- every day appointed by the President or Governor for a public fast, thanksgiving or holiday when so designated by the Board of Supervisors

In addition to the paid scheduled holidays above, 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. On July 1 of every year all eligible employees will be credited with the appropriate number of holiday units that equal two regular workdays. No employee is entitled to any credit for this optional holiday until the first of the pay period following completion of two (2) pay periods of continuous employment with the County. Both floating holidays must be used during the fiscal year earned and do not carry over into the next fiscal year.

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Date Jesse Taylor

Date

Chair, County of Humboldt

LEM President

Board of Supervisors

ELISHIA HAYES

3/23/23

Date

Steven Dunn

Date

County Administrative Officer

LEM Representative

8/26/25

ZACHARY O'HANEN

Date

Director of Human Resources