MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF HUMBOLDT &

THE HUMBOLDT DEPUTY SHERIFFS' ORGANIZATION

LAW ENFORCEMENT NON-MANAGEMENT UNIT

(REPRESENTATION UNIT 6)

EFFECTIVE OCTOBER 1, 2021 THROUGH AND INCLUSIVE OF DECEMBER 31, 2024

Contents

1. PREAMBLE....7
2. RECOGNITION....7
3. RECOMMENDATION OF REPRESENTATIVES....7
4. AUTHORIZED AGENTS....7
5. EMPLOYEE REPRESENTATIVE COMPENSATION....8
6. EMPLOYEE REPRESENTATIVE RELEASE TIME....8
7. NONDISCRIMINATION....8
8. EMPLOYEE BOOKLET....8
9. WAGES....8
10. FIELD TRAINING OFFICER/ROTATIONAL DETECTIVE....10
11. LONGEVITY INCENTIVE FOR LAW ENFORCEMENT PERSONNEL....11
12. BOMB SQUAD....13
13. K-9 REMBURSEMENT....13
14. CLOTHING AND EQUIPMENT....13
    A. Reimbursement for Damaged or Stolen Items....13
    B. Uniform Allowance....14
    C. Applicability....14
    D. Law Enforcement-Related Equipment Purchase....14
15. NIGHT SHIFT DIFFERENTIAL....14
16. RESIDENT STATION DIFFERENTIAL....15
17. DIFFERENTIAL PAY FOR OUT-OF-CLASSIFICATION WORK....15
18. OVERTIME, ON-CALL AND CALL-BACK....15
    A. Overtime....15
        Applicability of Policy....15
        Contract Overtime Computation....16
        Prior Approval of Contract Overtime....16
        Accumulation and Payment of Contract Overtime....16
        Use of Accumulated Time....16
        Payment of Contract Overtime....17
        Contract Overtime for Staff Meetings....18
        Cash Compensation for Contract Overtime in Emergencies....18
        Cash Compensation for Contract Overtime – Search and Rescue....18
        Statutory Overtime - Work Periods....18
        Overtime Dispute Resolution Procedures....18
        On-Call....19
        On-Call Assignment Policy....19
        On-Call Compensation....19
        Call-Back....20

Call-Back Minimum Compensation Policy....20
Call-Back Policy Explanation....20
Civil Subpoena Reimbursement....20
19. HOLIDAYS....21
A. Holiday Policy....221
B. Saturday and Sunday Holidays....22
C. Ten-Hour-A-Day Employee Holiday Computation....22
D. Holiday Unit Policy....22
E. Option Regarding Payoff or Cash Out....22
20. TRAINING....22
A. Training Fund....22
B. In-service Training....23
C. C.P.R. and First Aid Training....23
D. Firearm Training....24
E. Field Evidence School....24
F. Applicability....24
21. EDUCATIONAL INCENTIVE PAY....24
22. WELLNESS INCENTIVE....254
23. EDUCATION AND TRAINING REIMBURSEMENT....25
24. TRAVEL EXPENSE AND MILEAGE ALLOWANCE....25
25. RETIREMENT BENEFITS....25
A. Safety Employees (hired on or after January 1, 2013)....25
B. Current Safety Employees and Classic Employees hired prior to January 1, 2013....26
C. Miscellaneous Employees (hired on or after January 1, 2013)....26
D. Classic Miscellaneous Employees hired on or After January 1, 2013....26
E. Retirement Cost Sharing G.C. 20516....27
26. HEALTH INSURANCE....28
27. VACATIONS....30
A. No Vacation Until Earned....30
B. Initial Vacation Entitlement....30
C. Vacation Computation....31
D. Vacation Accumulation – Maximum....31
E. Payment for Vacation on Termination....31
F. Payment for Vacation on Death....32
G. Vacation Relief Employment....32
H. Temporary Employee Appointed to Regular Position – Vacation....32
I. Use of Vacation....32
28. SICK LEAVE WITH PAY....33
A. Computation of Sick Leave....33

B. No Accrual Provision 33
C. Approval by Department Head 33
D. Effect of Temporary Disability 33
E. Part-Time Employee Computation 34
F. No Leave Allowed for Certain Causes 34
G. Leave Not to be Used as Vacation 34
H. Department Head to Advise Auditor of Sick Leave Dates 34
I. No Payment for Accumulation on Termination (1 – 14 Years) 34
J. No Sick Leave for Emergency or Temporary Employees; Exceptions 35
K. Part Pay for Accumulation on Termination (15 – 25 Years) 35
L. Sick Leave for 10-Hour per Day Employee 35
M. Effect of Layoff on Accumulation 36
N. Sick Leave Conversion 36
29. LEAVES OF ABSENCE 36
A. Leaves without Pay 36
1. Leave Policy 36
2. Unpaid Leave For Union Business 37
3. Voluntary Furlough 37
B. Military Leave 37
C. Family Sick Leave and Family Bereavement Leave 38
D. Medical Leave of Absence 38
E. Jury Duty 41
F. Court Appearances 41
G. Leaves for Disasters or Emergency Conditions 42
H. Special Leave for Law Enforcement Personnel 42
I. Industrial Injury Leave 42
30. CATASTROPHIC LEAVE 43
A. Definition of Catastrophic Illness or Injury 43
B. Conditions under Which Paid Leave Time May Be Donated to an Employee 43
C. Conditions under Which Paid Leave Credits May Be Used 44
31. PARENTHOOD 44
A. Light Duty for Pregnant Employees 44
B. Light Duty Following Childbirth 44
C. Unpaid Maternity Leave 45
D. Unpaid Adoption Leave 45
32. WELFARE CLASSIFICATIONS 45
33. WELFARE FRAUD INVESTIGATOR/PROBATION OFFICER HANDGUN AND SHOOTING POLICY 46
34. SHOOTINGS/CRITICAL INCIDENT RESPONSE TEAM 46
35. DEPARTMENTAL CRIME REPORTS 46

36. MISCELLANEOUS PROVISIONS 46
A. Rest Periods 46
B. Employee Working in Two or More Departments May Be a Regular Full-Time Employee 46
37. LEAVE AT TERMINATION 47
38. WORK SCHEDULES – SHERIFF'S DEPARTMENT 47
39. PAY PERIOD AND TIME FOR RECEIPT OF PAYROLL WARRANTS 50
40. APPOINTMENTS, ADVANCEMENTS AND DEMOTIONS 50
41. DEPARTMENT POLICY MANUAL 53
42. SENIORITY POINT COMPUTATION 54
43. REGULAR PART-TIME PROBATIONARY PERIOD 54
44. OUTSIDE EMPLOYMENT 55
A. Policy on Incompatible Activities 55
B. Prohibition Against Personal Use of County Equipment 56
C. Prohibition Against Loaning County Equipment 56
D. Penalty for Violation of Section 56
45. SEXUAL HARASSMENT 56
46. PATROL VEHICLES 57
47. VEHICLE POLICIES 57
48. SAFE WORKING ENVIRONMENT 58
49. SAFETY EQUIPMENT 58
50. MAINTENANCE OF COUNTY EQUIPMENT 59
51. PROBATIONARY PERIOD FOR EMPLOYEES 59
52. HEALTH SCREENING PROGRAM 59
53. DEFERRED COMPENSATION 60
54. EMPLOYEE ASSISTANCE PROGRAM 60
55. LOCKERS 61
56. ADMINISTRATIVE ISSUES 61
57. DRUG AND ALCOHOL TESTING 61
58. MERIT SYSTEM RULES 62
59. MERIT SYSTEM RULE X, SECTION 1 62
60. UNWRITTEN PAST PRACTICES 62
61. INCLUSIVENESS 62
62. H.D.S.O. RIGHTS AND RESPONSIBILITIES 63
63. COUNTY RIGHTS 64
64. MAINTENANCE OF OPERATIONS 65
65. CONCLUSIVENESS 66
66. INTERPRETATION OF PROVISIONS 67
67. SAVINGS CLAUSE 67
68. BENEFIT ACCUMULATION/USAGE 67

69. PURCHASE OF DUTY WEAPON 67
70. PURCHASE OF DUTY BADGE 68
71. DIRECT DEPOSIT 68
72. TERM OF M.O.U. 68
APPENDIX A – SALARY RANGES 70
SALARY RANGES FOR 71
NON-MANAGEMENT CLASSES REPRESENTED BY 71
HUMBOLDT DEPUTY SHERIFF'S ORGANIZATION 71
UNIT 6

1. PREAMBLE

Pursuant to the Meyers-Milias-Brown Act and the County of Humboldt Employer-Employee Relations Resolution, the County of Humboldt and the Humboldt Deputy Sheriffs' Organization, Inc., have entered into this Memorandum of Understanding. The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the County of Humboldt and the Humboldt Deputy Sheriffs' Organization, the establishment of equitable procedures for the peaceful resolution of differences, and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions observed by the parties.

2. RECOGNITION

The County of Humboldt formally confirms its recognition of the H.D.S.O. as a Recognized Employee Organization for the classifications listed in Appendix A.

3. RECOMMENDATION OF REPRESENTATIVES

The representatives of the County of Humboldt, hereinafter the County, and the representatives of the Humboldt Deputy Sheriffs' Organization, hereinafter the H.D.S.O., have met and conferred in good faith. The parties have mutually agreed to recommend to the Board of Supervisors of the County of Humboldt and the general membership of the H.D.S.O., that the following Memorandum of Understanding, hereinafter the M.O.U., be adopted and that the wages, hours and other terms and conditions set forth hereinafter be implemented.

4. AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

A. Management's principal authorized agent shall be the County's Employee Relations Officer or designee(s); address: Humboldt County Courthouse, 825 5th Street, Room 100, Eureka, CA 95501; telephone: (707) 476-2349; except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. Humboldt Deputy Sheriffs' Organization's principal authorized agent shall be its President or Manager; address: P.O. Box 1352, Eureka, CA 95502; telephone: (707) 445-7251. Upon any change of H.D.S.O. officers, H.D.S.O. agrees to notify the County's Employee Relations Officer.

5. EMPLOYEE REPRESENTATIVE COMPENSATION

A reasonable number of "designated" employee representatives of H.D.S.O., not to exceed five (5), are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters of employer-employee relations or when engaged in activities that the parties mutually agree are in the shared interest of more harmonious relations on matters within the scope of representation. Said "designated" employee representatives shall not be entitled to overtime compensation for attendance at such activities.

6. EMPLOYEE REPRESENTATIVE RELEASE TIME

Employees have the right to representation by any person of their own choosing during grievance processes described in Humboldt County Merit System Rule VIII and during appeal processes described in Humboldt County Merit System Rule XI. If the representative is another County employee, however, such employee shall not receive paid release time to provide such representation unless such employee is acting as a "designated" union representative.

7. NONDISCRIMINATION

Both the County and the H.D.S.O. agree that they shall not discriminate against any employee or employee applicant based on an individual's protected class. Neither the County nor the H.D.S.O. shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of the exercise of rights to engage in lawful employee organization activities.

8. EMPLOYEE BOOKLET

The County shall provide H.D.S.O. with one (1) original copy, suitable for reproduction, of this M.O.U., the Merit System Rules, and the Employer-Employee Relations Policy, on a mutually agreeable date subsequent to ratification of this M.O.U. by the Board of Supervisors.

9. WAGES

The base wage of employees in this unit shall be as shown in Appendix A. ****

A. Effective July 1, 2011, there was instituted a Sub-A-Step which is 5% or 10 salary ranges lower than the previous A-Step in effect as of June 30 2011, for new bargaining unit members hired after July 1, 2011. It is not the intent of the parties

that the new Sub-A-Step would apply to any member of this unit employed prior to July 1, 2011.

B. Effective December 26, 2021, all bargaining unit members shall receive a ten (10.0) percent or twenty (20) salary ranges increase to base pay.

C. Effective the first full pay period in July, 2022, bargaining unit members in specified job classifications shall receive base wage equity increases as follows:

a. District Attorney Investigator shall receive a two (2.0) percent or four (4) salary ranges increase to base pay.
b. Deputy Sheriff Recruit shall receive a nine and one-half (9.5) percent or nineteen (19) salary ranges increase to base pay.
c. Deputy Sheriff I shall receive a five and one-half (5.5) percent or eleven (11) salary ranges increase to base pay.
d. Deputy Sheriff II shall receive an eight (8.0) percent or sixteen (16) salary ranges increase to base pay.
e. Probation Officer shall receive a one (1.0) percent or two (2) salary ranges increase to base pay.
f. Deputy Sheriff's Sergeant shall receive an eight (8.0) percent or sixteen (16) salary ranges increase to base pay.

D. Effective the first full pay period in January, 2023, all bargaining unit members shall receive a two (2.0) percent or four (4) salary ranges increase to base pay.

E. Effective the first full pay period in January, 2024, all bargaining unit members shall receive a three (3.0) percent or six (6) salary ranges increase to base pay.

F. The County may periodically meet and confer with the H.D.S.O. to discuss and implement changes recommended by consultants MRG to implement classification changes arising from Koff & Associates classification and compensation study recommendations. Compensation changes, if any, resulting from these discussions will not reduce the equity adjustments described above, reduce wages for any employees in the bargaining unit or Y-rate any employees in the bargaining unit.

G. The Parties will meet periodically on a meet and agree basis to update, clarify or otherwise improve the MOU. The Parties will memorialize any mutually acceptable changes in side letter agreements.

H. The County may reopen negotiations to negotiate impacts, if any, associated with changes made to comply with the Fair Labor Standards Act and/or California Senate Bill 278. If the County determines that it is improperly reporting compensation to CalPERS, it will 1) discuss the issue with the H.D.S.O. and 2) reform MOU language, whenever possible, to ensure that compensation may

lawfully be reported as compensation earnable under applicable CalPERS statutory and regulatory authorities.

I. The County may reopen negotiations concerning Article 25(E) except that under no circumstances may the County propose to change the safety employees' 1.25% California Government Code Section 20516 cost sharing contribution.

10. FIELD TRAINING OFFICER/ROTATIONAL DETECTIVE

A. An employee, including Sergeants, assigned to function as a Field Training Officer effective the first full pay period in January of 2018, shall receive a ten (10) range salary increase above base salary during the period of such assignment.

B. A Field Training Officer will have the responsibility for training and evaluating new deputy sheriffs when assigned to do so and for acting as part of the chain of command by scheduling, assigning and reviewing the work of Deputy Sheriffs I and II when assigned to do so in the absence of a Sheriff's Sergeant.

C. The County shall meet and confer with the H.D.S.O. prior to a substantive change in the selection process for Field Training Officer.

D. Assignments by the Sheriff to function as a Field Training Officer or Rotational Criminal Detective are made solely at the discretion of the Sheriff and are on an at-will basis.

E. Rotational Criminal Investigations Division positions shall receive a ten (10) salary range increase while performing or fulfilling said assignment. Staffing in the Criminal Investigation Division shall consist of:

- one (1) Sergeant,
- three (3) Sheriff's Investigator positions and
- two (2) rotational detective positions.

The three (3) Sheriff's Investigator positions shall be compensated by receiving an additional twenty (20) ranges (approximately 10%) above their base rate. The two (2) rotational detective positions shall be compensated by receiving an additional ten (10) ranges (approximately 5%) above their base rate.

F. Effective the first full pay period of January 2018, the Sergeant in charge of the Criminal Investigation Division and the Sergeant in charge of the FTO program shall receive a five percent (5%) base wage incentive while assigned to either of those positions.

11. LONGEVITY INCENTIVE FOR LAW ENFORCEMENT PERSONNEL

A. Employees who have worked a total of five (5) years or more in an active law enforcement capacity will receive a longevity incentive of five (5) salary ranges above base salary. Eligible employees are:

1. Those who are required to obtain a Basic Peace Officers Standards and Training (P.O.S.T.) Certificate or its equivalent, and applicable experience is any experience in a police department, sheriff's office or highway patrol agency which would now require the employee to obtain a Basic P.O.S.T. Certificate
2. All eligible employees in the Welfare Fraud Investigator classifications
3. Employees in Probation Officer classifications who have obtained the basic Probation Officer Standards and Training Certificate and who have five (5) or more years in an active Probation Officer status in a Probation Department
4. Employees in Probation Officer classifications hired prior to the implementation of the Standards and Training Certificate Program
5. Employees in Probation Officer classifications who have obtained the basic Probation Officer Standards and Training Certificate and who have five (5) or more years in an active Peace Officer status in a Probation Department or other qualified law enforcement agency
6. Employees in the classification of Deputy Coroner-Public Administrator who have obtained the Coroner's Basic Death Investigation Certificate and who have completed five (5) or more years in active full-time Deputy Coroner or other Peace Officer status in a Coroner's Department or other California P.O.S.T. qualified law enforcement agency
7. All employees who have five (5) or more years of continuous service with Humboldt County are eligible for the five (5) salary-ranges longevity incentive.

B. Employees who have worked a total of ten (10) years or more in an active law enforcement capacity shall be paid a longevity incentive of five (5) salary ranges above base salary. Eligible employees are:

1. Those who are required to obtain a Basic Peace Officers Standards and Training (P.O.S.T.) Certificate or its equivalent, and applicable experience is any experience in a police department, sheriff's office or highway patrol agency that would now require the employee to obtain a Basic P.O.S.T. Certificate
2. All eligible employees in Welfare Fraud Investigator classifications
3. Employees in Probation Officer classifications who have obtained the basic Probation Officer Standards and Training Certificate and who have ten (10) or more years in an active Probation Officer status in a Probation Department

4. Employees in Probation Officer classifications hired prior to the implementation of the Standards and Training Certificate Program
5. Employees in Probation Officer classifications who have obtained the basic Probation Officer Standards and Training Certificate and who have ten (10) or more years in an active Peace Officer status in a Probation Department or other qualified law enforcement agency
6. Employees in the classification of Deputy Coroner-Public Administrator who have obtained the Coroner's Basic Death Investigation Certificate and who have completed ten (10) or more years in active full-time Deputy Coroner or other Peace Officer status in a Coroner's Department or other California P.O.S.T. qualified law enforcement agency
7. All employees who have ten (10) or more years of continuous service with Humboldt County are eligible for the five (5) salary ranges longevity incentive

C. Effective the first full pay period in January of 2018, employees who have worked a total of twenty (20) years or more in an active law enforcement capacity shall be paid a longevity incentive of twenty (20) salary ranges above base salary. Eligible employees are:

1. Those who are required to obtain a Basic Peace Officers Standards and Training (P.O.S.T.) Certificate or its equivalent, and applicable experience is any experience in a police department, sheriff's office or highway patrol agency which would now require the employee to obtain a basic P.O.S.T. Certificate
2. All eligible employees in Welfare Fraud Investigator classifications. This Article shall apply to employees in Probation Officer classifications who have obtained the basic Probation Officer Standards and Training Certificate and who have twenty (2) or more years in an active Probation Officer status in a Probation Department
3. Employees in Probation Officer classifications who were hired prior to the implementation of the Standards and Training Certificate Program
4. Employees in Probation Officer classifications who have obtained the basic Probation Officer Standards and Training Certificate and who have twenty (20) or more years in an active peace officer status in a Probation Department or other qualified law enforcement agency
5. Employees in the classification of Deputy Coroner-Public Administrator who have obtained the Coroner's Basic Death Investigation Certificate and who have completed twenty (20) or more years in active full-time Deputy Coroner or other peace officer status in a Coroner's Department or other California P.O.S.T. qualified law enforcement agency
6. All employees who have twenty (20) or more years of continuous service with Humboldt County are eligible for the twenty (20) salary ranges longevity incentive

12. BOMB SQUAD

Bomb disposal personnel in the Sheriff's Department shall be compensated an additional ten (10) salary ranges above base salary for the period of time such personnel are certified by the Sheriff to be serving as the bomb disposal team. Special duty pay for bomb disposal duty shall be limited to four (4) positions. Employees assigned to the Bomb Squad may be assigned to a Field Training Officer assignment at the same time, and are eligible to receive compensation for both assignments concurrently.

13. K-9 REMBURSEMENT

Patrol officers who perform their duties with canine assistance shall be reimbursed:

A. Actual costs, not to exceed $60 per month for canine food and nutritional supplements.

Actual reasonable veterinarian costs necessary for the canine to continue performance of functional duties, based on the professional recommendation of the attending veterinarian.

B. Thirty minutes pay each day at their hourly rate of pay above the regular work schedule, including non-work days. The County and the H.D.S.O. recognizing that 30 minutes will at times be insufficient and other times more than is required. It is the intent of the parties that the 30 minutes additional pay per day in this section will average out through time and cover all incidental unforeseen duties that may arise to include: transportation to the veterinarian, exercise/informal training (excludes formal departmental authorized K-9 training) time, grooming appointments, etc.

14. CLOTHING AND EQUIPMENT

A. Reimbursement for Damaged or Stolen Items

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. Personal property includes items such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee or required by the nature of the employee's duties, when such items are damaged or destroyed in the line of duty without fault of the employee or stolen from County facilities. 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 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.

B. Uniform Allowance

1. All employees in this Unit who are required by the Sheriff or Coroner to maintain a uniform shall receive an annual uniform allowance of $635. Such uniform allowance shall be paid on a pro-rated, bi-weekly basis to all such employees in this Unit in active payroll status during the first full payroll period in September.

2. A new employee in this Unit who is required by the Sheriff or Coroner to maintain a uniform shall receive a uniform allowance of $400.00 no later than receipt of the employee's second payroll warrant. Such uniform allowance is in addition to the annual uniform allowance set forth in Subsection B.1 hereinabove.

C. Applicability

Notwithstanding the above, only Section A, of Article 14 applies to Welfare Investigator classes.

D. Law Enforcement-Related Equipment Purchase

Once each calendar year employees in this unit may request the County purchase law enforcement-related equipment on their behalf. The equipment must be approved by the requesting employee's department head 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 all previous purchases have been paid in full by the employee. The amount of the equipment shall not exceed $1,000 in total cost.

15. NIGHT SHIFT DIFFERENTIAL

All employees who work a full-time shift (eight or ten hours) or more, which includes at least four (4) consecutive hours of work between 5:00 p.m. and 8:00 a.m. as a regular work assignment shall be paid sixty cents ($0.60) per hour above their regular hourly rate for all hours worked as a night differential. Overtime worked as an extension of an assigned day shift and on-call duty shall not qualify an employee for night differential. Employees whose work assignment entitles them to night differential under this Article shall receive the differential for hours taken as leave with pay until the first regular workday for which they would not be eligible for the differential.

16. RESIDENT STATION DIFFERENTIAL

Sworn personnel in the Sheriff's Department assigned to resident stations will receive four hundred dollars ($400.00) per month above their established salary range and step for special resident station pay. Sworn personnel in the Sheriff's Department assigned to the following resident station posts (Orick, Orleans, Bridgeville, Shelter Cove, Petrolia, Garberville and Hoopa) will receive four hundred dollars ($400.00) monthly, provided those resident deputies live in and maintain their primary residence within thirty (30) minutes of their assigned resident post. Up to two (2) sworn positions may be assigned to Hoopa and Garberville resident station posts. The County will continue to apply P.E.R.S. to resident station and resident post pay.

Employees assigned to resident station posts shall be required to establish, live in and maintain a primary residence within thirty minutes of their resident station. Employees not doing so may be considered insubordinate and subject to disciplinary action, and may not be eligible for or receive the monthly resident station differential pay.

17. DIFFERENTIAL PAY FOR OUT-OF-CLASSIFICATION WORK

Upon specific written assignment by the Sheriff, District Attorney, Coroner, Health & Human Services Director, or Chief Probation Officer, or designee, an employee in this Unit shall be required to perform the principal duties of a higher classification. Employees so assigned shall be compensated with the salary and benefits the employee would receive if the assignment was a promotion to that position. However, the employee shall only receive such additional compensation when the assignment is for more than ten (10) consecutive workdays or longer and that payment of such additional compensation shall be for all time worked in such assignment. Upon completion of the out-of-class assignment, the employee has the right to return to their previous assignment without loss of benefits. Employees shall not be required to work out-of-classification except upon specific written assignment by the Sheriff, District Attorney, Coroner, Health & Human Services Director, or Chief Probation Officer, or designee.

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 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. 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. 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.

3. Prior Approval of Contract Overtime

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

4. 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 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 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 accumulated 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:

i. 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.

ii. 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. 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 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.

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 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.

12. On-Call

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:

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

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.

13. Call-Back

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.

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-four hours' notice shall receive two (2) hours overtime compensation.

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.

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.

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.

19. HOLIDAYS

A. Holiday Policy

All employees covered by this M.O.U. 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 and succeeding the scheduled holiday. A new employee whose first working day is after a paid scheduled holiday shall not be paid for that 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 in 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 nineteenth day of June
- the fourth day of July
- the first Monday in September
- the eleventh day of November (known as "Veterans Day")
- the twenty-fifth day of December
- Thanksgiving Day
- the Friday after Thanksgiving
- every day appointed by the President or Governor for a public fast, thanksgiving, or holiday when so designated by the Board of Supervisors.

Effective the first pay day in July all eligible employees will be credited with three (3) floating holidays, each equal to the employees' average work day in a normal work period, computed by dividing the number of their regularly scheduled work hours in one (1) pay period by ten (10). The floating holiday units must be exhausted by the end of the last pay period beginning in June and shall not be carried into the next fiscal year. Newly hired employees shall receive a pro-rata share of these three (3) additional holidays, based upon their date of hire.

December 23, 2021 will be a paid holiday for all bargaining unit members.

B. Saturday and Sunday Holidays

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 in this Unit 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.

C. Ten-Hour-A-Day Employee Holiday Computation

Holiday time for those employees working a ten-hour day, four days per week, shall be accrued and taken based on an eight-hour day.

D. Holiday Unit Policy

Any employee who is required to work on a scheduled holiday shall be paid as specified in Article 18.A.5 and in addition shall receive an appropriate number of holiday units for actual hours worked up to a maximum of one (1) regular work day. The holiday units can be used at any time with the approval of the department head, or designee. All holiday units granted but unused at the time of termination of employment shall be paid to the employee upon the current salary of that employee in effect at the time of termination. Regardless of days worked or days off, all persons working on a five (5) days per week basis shall be entitled to the same number or fractions of days off for legal holidays which occur during the year as would normally be earned by the employee whose work week extends from Monday through Friday and whose regular days off are Saturday and Sundays. This paragraph is provided with the intent of assuring equitable treatment for all employees.

E. Option Regarding Payoff or Cash Out

Upon request of H.D.S.O., the County agrees to discuss options regarding holiday time payoff or cash out.

20. TRAINING

A. Training Fund

A training revolving fund will be maintained to provide for both out-of-county and in-county training, to assure that funds for such training will not be diverted

for other purposes and to further assure that all revenues as are received as a result of completing such training will be deposited in such fund. Such revenues shall be placed in the County General Fund, however, any time that the revolving fund balance totals $25,000.00.

A training revolving fund will be established in accordance with the above paragraph, for the District Attorney's Office, with revenues to be placed in the County General Fund any time that the revolving fund balance totals $2,500.00

A training revolving fund will be established in accordance with the first paragraph of Article A for the Coroner's Office, with revenues to be placed in the County General Fund any time that the revolving fund balance totals $2,500.00.

A training revolving fund will be established in accordance with the first paragraph of Article A for the Probation Department, with revenues to be placed in the County General Fund any time that the revolving fund balance totals $2,500.00.

B. In-service Training

A committee shall be established to research and make recommendations to the Sheriff as to a programmed approach to in-service training for Sheriff's Department personnel. Considerations shall be:

1. state mandated training;
2. departmental specialist needs;
3. training by assignment and identified needs;
4. career development and long-range department planning;
5. individual officer assessment of need and career development;
6. any other consideration identified by the committee.

To be included in the overall consideration is the Sheriff's Department's ability to maintain service and available funds. The committee shall consist of those members appointed by the Sheriff and at least an equal representation of members of H.D.S.O. but not less than the amount required to adequately represent all work units and sectors. The Sheriff will give every consideration to implementing the committee recommendation.

C. C.P.R. and First Aid Training

C.P.R. and First Aid Training shall be provided to law enforcement employees of the Sheriff's Department, District Attorney's offices, Coroner's Office, Probation Department, and Welfare Department in accordance with the applicable State laws and regulations.

D. Firearm Training

Firearm training and firearm qualifications will be equivalent to or exceed that which is required in the Sheriff's Office Firearms Training Policy. This policy shall apply to all bargaining unit members, to include bargaining unit members in the Sheriff's Office, the Coroner's Office, the District Attorney's Office, designated personnel in the Probation Office and Welfare Investigators who are authorized by their Agency to carry a firearm.

E. Field Evidence School

The concept of sending all Resident and Substation deputies to Field Evidence School shall be referred to the H.D.S.O. and Department/Training Committee for a recommendation to the Sheriff.

F. Applicability

Sections A, B and E above do not apply to employees in the classifications of Welfare Investigator I and II, Supervising Welfare Investigator and Probation Officer classifications.

21. EDUCATIONAL INCENTIVE PAY

For those employees who are required to obtain Peace Officer Standards and Training Certificates and have obtained the Intermediate and Advanced Certificates above and beyond the requirement of their current classification, the following additional salary will apply:

- An additional twelve (12) salary ranges above base salary will be paid for the Intermediate Certificate.

- An additional twelve (12) salary ranges above base salary will be paid for the Advanced Certificate.

An employee who has obtained both the Intermediate and Advanced Certificates above and beyond their current classification will be paid twenty-four (24) salary ranges above base salary.

22. WELLNESS INCENTIVE

Effective the first full pay period in July 2018, HDSO members will become eligible for a wellness reimbursement up to $1,000.00 per year. The parties shall develop a wellness policy that will enable the reimbursements to occur in a consistent manner for appropriate expenses that will be completed no later than June 30, 2018. The wellness incentive ends

on June 30, 2022. This Article will therefore be inactive and employees will have no right to a wellness reimbursement effective July 1, 2022.

23. EDUCATION AND TRAINING REIMBURSEMENT

Both the H.D.S.O. and the County of Humboldt encourage and support educational and training programs which provide full-time employees opportunity for personal career development which directly benefits the County department in which a full-time employee is employed by increasing the competency if its regular staff. Toward this end, the County will provide reimbursement for courses and certification examinations that are directly related to the employee's present position or promotion within the county service. Reimbursement, which can be provided for tuition, fees and material costs directly related to the approved course, shall be limited to two hundred and fifty dollars ($250.00) per course or one hundred dollars ($100.00) per semester or quarter unit, whichever amount is greater, not to exceed six hundred dollars ($600.00) per individual employee per fiscal year. 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. Employees covered by this M.O.U. will receive reimbursement for courses and certification examinations in accordance with the County's Education and Training Reimbursement Resolution (Resolution No. 76-138) as amended.

24. TRAVEL EXPENSE AND MILEAGE ALLOWANCE

Travel expenses and mileage allowances shall be granted to H.D.S.O.-represented employees in a manner provided by the current Travel Ordinance.

25. RETIREMENT BENEFITS

A. Safety Employees (hired on or after January 1, 2013)

Effective January 1, 2013 the State of California passed new legislation (PEPRA) requiring new* employees to participate in a modified retirement formula (2.7% @ 57 Safety) with a final compensation period of the highest 3 year average.

Employee contributions in accordance with PEPRA shall be at least 50% of the "normal costs" and shall be set by CalPers and reviewed annually for adjustment. Employees are responsible to pay the full cost of the employee contribution as set by CalPers.

County contributions are set by CalPers and vary year to year based on the Actuarial Analysis performed by CalPers. The County is responsible for payment of these rates currently.

B. Current Safety Employees and Classic Employees hired prior to January 1, 2013

Those employees who were hired prior to January 1, 2013 and Classic** employees (as defined by PEPRA) will continue to participate in the (3% @ 50 Safety) formula, with a final compensation period of the highest 3 year average.

Employee contributions are set by legislation (currently 9%) and are paid in full by the employee.

All employees in the bargaining unit receiving the 3% @ 50 safety formula shall pay an additional three (3) percent of pensionable income towards the Employer CalPERS retirement rate. The County shall take the appropriate steps to amend its contract with CalPERS so that employee contributions towards the employer retirement rate are credited to the employee's account with CalPERS (in accordance with Section 20516 of the Government Code).

County contributions are set by CalPers and vary year to year based on the Actuarial Analysis performed by CalPers. The County is responsible for payment of these rates currently.

C. Miscellaneous Employees (hired on or after January 1, 2013)

Effective January 1, 2013 the State of California passed new legislation (PEPRA) requiring new* employees to participate in a modified retirement formula (2% @ 62 Misc) with a final compensation period of the highest 3 year average.

Employee contribution in accordance with PEPRA shall be at least 50% of the "normal costs" and shall be set by CalPers and reviewed annually for adjustment. Employees are responsible to pay the full cost of the employee contribution as set by CalPers.

County contributions are set by CalPers and vary year to year based on the Actuarial Analysis performed by CalPers. The County is responsible for payment of these rates currently.

D. Classic Miscellaneous Employees hired on or After January 1, 2013

Those employees who were hired prior to January 1, 2013 and Classic** employees (as defined by PEPRA) will continue to participate in the (2% @ 55 Misc) formula, with a final compensation period of the single highest year.

Employee contributions are set by legislation (currently 7%) and are paid in full by the employee.

County contributions are set by CalPers and vary year to year based on the Actuarial Analysis performed by CalPers. The County is responsible for payment of these rates currently.

Employees hired prior to January 1, 2013 will continue to participate in the (2.7% @ 55Misc) formula, with the single highest year final compensation period.

Employee contributions are set by legislation (currently 8%) and are paid in full by the employee.

All employees in the bargaining unit receiving the 2.7 @ 55 miscellaneous retirement benefit shall pay three (3) percent of pensionable income towards the Employer CalPERS retirement rate. . The County shall take the appropriate steps to amend its contract with CalPERS so that employee contributions towards the employer retirement rate are credited to the employee's account with CalPERS (in accordance with Section 20516 of the Government Code).

* New employees are defined by PEPRA as:

- An employee, including one who is elected or appointed, of a public employer who is first employed on or after January 1, 2013, and who was not previously employed by any other public agency prior to that date.
- An employee, including one who is elected or appointed, of a public employer who is first employed on or after January 1 2013, and who was previously employed by another public employer, but who was not subject to reciprocity.
- An individual who has never had a relationship with CalPers or another reciprocal retirement agency or one who has had a break in service of 6 months or more.

** Classic employees are defined by PEPRA as an individual who has previously participated in CalPers or a reciprocal retirement agency.

E. Retirement Cost Sharing G.C. 20516

Recognizing the high cost of the retirement program and the continued increased costs on the employer to maintain this benefit, members of H.D.S.O. have agreed to share in the employer's costs under Government Code 20516 Employees Sharing Cost of Additional Benefits contract amendment. All H.D.S.O. safety represented classifications who are participating in the "safety" retirement plan with PERS, will contribute a total of 12% of earnings as their position contribution, miscellaneous will pay an additional 3% above the normal employee contribution, as illustrated in the table below:

Category	Employee Contribution	Gov. Code 20516	Total Employee

		Cost Sharing	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)	1.25%	12%
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%

It is the intent of the parties to have all safety members contribute equally. Therefore, if the PEPRA actuarially calculated employee contribution for "new employees" is modified by the PERS Actuarial Report in any given year, the PERS G.C. 20516 Cost Sharing amount will be modified such that the total is 12%. However, if the actuarially calculated PEPRA rate is greater than 12%, the amount to be paid by (PEPRA new employees) this category shall be the higher amount as required by PEPRA. It is also the intent of the parties that Classic members should not be affected by this provision as the basic employee contribution of 9% is set by the legislature and not subject to annual actuarial adjustment.

I.R.S. Code Section 414 (H) (2)

1. The County shall maintain the implemented I.R.S. Code Section 414 (H) (2) by having employees pay their own California Public Employees' Retirement System (P.E.R.S.) member contributions from base salary and defer state and federal income taxes on the member contributions.

2. All employees in this Unit shall pay the employees share of the California Public Employees' Retirement System (P.E.R.S.) retirement contribution.

26. HEALTH INSURANCE

A. The County and H.D.S.O. 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 100%. Dependent coverage will be paid by the County at 74% for employee and one dependent, and 68% for the employee plus two or more dependents. Said amount shall be available through the County's Flexible Benefit Plan.

B. County employees may choose any plan offered by CalPERS pursuant to CalPERS regulations.

C. For both active and retired employees, the County, for purposes of compliance with CalPERS regulations, shall contribute the minimum monthly premium for CalPERS medical insurance as required in the County's CalPERS contract. This minimum monthly premium shall be included in the County's contribution to the Flexible Benefit Plan as described in Subsection A 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 A above.

D. Employees who choose not to participate in the CalPERS medical plan(s) shall be entitled to receive in lieu of health insurance benefits an amount equal to 75% of the premium the County would otherwise be required to pay on the employee's behalf subject to the following conditions:

1. 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.

2. 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.

3. The employee understands that the County is legally required to immediately stop conditional opt-out payments of the County learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The County may negotiate pursuant to the MMBA updates to the health insurance benefit opt-out with the Association during the term of this Agreement to ensure that this provision complies with the Federal Patient Protection and Affordable Care Act, the Federal Fair Labor Standards Act, the Federal Internal Revenue Code and/or any regulations or other binding legal authority associated with these three areas of law.

E. Dive Team personnel, Bomb Disposal personnel and Special Enforcement Team personnel shall be provided an accidental death and dismemberment insurance policy in the amount of $100,000.00, which shall remain in effect during the period such personnel are so assigned. Said insurance policy shall be purchased by the H.D.S.O. and the County shall reimburse the H.D.S.O. up to a maximum of $17.00 per month each upon receipt of a claim and proof of purchase for said

insurance. The insurance shall be effective on the day of payment by the H.D.S.O. for such insurance. If the current monthly premium cost for such insurance exceeds $17.00 per month per employee, the Section shall be renegotiated for inclusion in future M.O.U.s.

F. Effective upon mutual ratification of this Memorandum of Understanding, the Union and the County agree to meet and confer with recognized employee organizations promptly upon request of any of the parties for the purpose of reaching joint agreement on County-wide changes in the health benefit plan.

G. 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. Effective January 1, 2009, the twelve (12) month wait for new hires for certain plan benefit coverage shall be eliminated. Effective January 1, 2009, the calendar year maximum benefit will be increased from $1,000 to $1,500 per person.

H. 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 insurance). Effective October, 2008, covered benefits shall be doubled for claims filed after said effective date.

I. Group Life Insurance. The County shall provide term life insurance group coverage of $5,000 for eligible employees regularly working at least 20 hours per week.

J. Long Term Disability (PORAC). The County shall make coverage available to bargaining unit members, PORAC Long Term Disability Insurance, offered through the Insurance Benefits Trust of the Peace Officers' Research Association of California (PORAC). Such coverage shall be at the "Premier" level. The County shall provide monthly premium payments for each bargaining unit member for the PORAC LTD "Premier" Insurance to the HDSO who shall be responsible for paying the premium to the insurance carrier for the PORAC Insurance and Benefits Trust.

27. VACATIONS

A. No Vacation Until Earned

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

B. Initial Vacation Entitlement

Employees shall, for each calendar month of full-time service, be allowed 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.

C. Vacation Computation

After completion of three (3) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, one-fourth (1/4) of an established work week of credit for vacation with pay. After completion of ten (10) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, one-third (1/3) of an established work week of credit for vacation with pay. After completion of fifteen (15) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, five-twelfths (5/12) of an established work week of credit for vacation with pay. After completion of twenty (20) continuous years of full-time service, each employee shall be allowed for each calendar month of service, one-half (1/2) of an established work week of credit for vacation with pay. 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:

Years of Service	Vacation Days Earned per Year
1 – 3	12
4 – 10	15
11 – 15	20
16 – 20	25
21 – up	30

D. 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 department head 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. It shall be the duty of each department head to grant vacation time in such a manner that an employee will not forfeit any earned vacation time.

E. Payment for Vacation on Termination

Any employee who has been in continuous full-time service of the County for a period of two (2) pay periods or more who resigns, terminates or retires shall thereupon be paid the monetary value of such earned vacation computed upon the current salary of that employee in effect at the time of the termination of

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 the office or employment.

F. Payment for Vacation on Death

In case an employee dies while employed by the County with earned vacation to the employee's credit at the time of death, the employee's heirs or beneficiaries shall thereupon be paid the monetary value of such accrued vacation time computed upon the current salary of the employee at the time of death. Except as provided in this and Paragraph E above, no employee shall be entitled to any compensation for accrued vacation that is not taken.

G. Vacation Relief Employment

Vacation relief employment may not begin more than one regular working day prior to the beginning of the vacation of the regular employee or continue beyond such vacation.

H. 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 Article.

I. Use of Vacation

Employees represented by the H.D.S.O. may take vacation on a seniority basis as follows:

1. Employees shall submit a vacation request at least 30 days prior to the effective date of the vacation; except when an employee and department agree to less advance notice to the employee's immediate supervisor or the supervisor's designee.

2. Such request shall be returned to the employee within ten (10) days of date the request was submitted, either approved or disapproved. Such request 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, by classification. If an employee does not receive a dated written response from their supervisor in person, by submission of the employee's office mailbox or by electronic mail within fifteen (15) days of submission, the employee will automatically receive the requested days off.

3. Cancellation of an approved scheduled vacation may be authorized, at the division administrator level and above, only in the event of an emergency.

4. An emergency means a natural or manmade disaster or sudden unexpected need to increase the level of services to the community.

5. An employee whose vacation is cancelled by the Department shall receive preference in rescheduling vacation. The employee shall not be required to submit a new vacation request in accordance with Section 1 of the Article.

6. Employees who voluntarily transfer from one work assignment unit to another, whose approved vacation conflicts with any other approved vacation within the new work unit, will submit a new vacation request, subject to the provisions of this M.O.U.

28. SICK LEAVE WITH PAY

A. Computation of Sick Leave

Employees shall earn and shall be entitled to eight hours for a 40-hour employee or seven hours for a 37.5 hour employee 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.

B. 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.

C. Approval by Department Head

The department head shall approve sick leave only after having ascertained that the absence was for an authorized reason. The department head may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. If the department head does not consider the evidence adequate, the request for sick leave shall be denied.

D. 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 accumulated sick

leave, or accumulated vacation, or accumulated compensable overtime, as when added to the disability indemnity will result in a payment of not more than the full salary or wage. When computing vacation, sick leave or overtime under this Article, the employee shall be given credit for any holidays that occur during the period of absence hereunder.

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

E. Part-Time Employee Computation

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

F. No Leave Allowed for Certain Causes

No County employee shall be entitled to sick leave with pay while absent from duty for of any of the following causes:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his own willful misconduct.

2. Sickness or disability sustained while on leave of absence other than regular vacation.

G. Leave Not to be Used as Vacation

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

H. Department Head to Advise Auditor of Sick Leave Dates

The department head in each office or department shall advise the County Auditor-Controller concerning the date and duration of any sick leave granted to all employees under his supervision.

I. No Payment for Accumulation on Termination (1 – 14 Years)

Termination of an employee's service shall nullify all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently reenters County employment, except as provided in Subsection M below. Payment shall be made to any employee for unused sick leave time accumulated to his credit at the time of his termination in accordance with the provisions of Subsection K below.

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

No sick leave with pay is allowable to temporary or emergency employees; 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 in this Article.

K. Part Pay for Accumulation on Termination (15 – 25 Years)

Any County employee 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 through 14	0%
15 through 19	50%
20 through 24	75%
25 and more	100%

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

The compensation schedule shall be interpreted as follows:

Completion of fourteen (14) years of continuous service to the County qualifies an employee to be compensated for fifty percent (50%) of unused sick leave at the time of separation. Completion of nineteen (19) years of continuous service to the County qualifies an employee to be compensated for seventy-five percent (75%) of unused sick leave at the time of separation. Completion of twenty-four (24) years of continuous service to the County qualifies an employee to be compensated for one hundred (100%) of unused sick leave at the time of separation.

There shall be no sick leave payoff for employees hired after the date on which the P.E.R.S. sick leave credit option for safety employees (Government Code Section 20965) is implemented by the County.

L. Sick Leave for 10-Hour per Day Employee

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

M. 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 credit at the time of layoff in accordance with the provisions of Subsection K above. At the time of reinstatement to County service from a layoff list, any such employee shall receive credit for all unused sick leave time for which there was no compensation under the provisions of Subsection K at the time of the layoff.

N. Sick Leave Conversion

Any County employee hired prior to January 2, 1997 may, in the thirty-six (36) months prior to retirement, elect to have any portion of accumulated sick leave that is subject to compensation based on the schedule in 27.K or any time available in an employee's holiday time bank, may be 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 three (3) separate deposits in three separate calendar years.

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.

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

3. Any sick leave subject to compensation per 27.K that remains upon separation shall be paid to the employee by check or by deposit into deferred compensation, at the employee's option.

29. LEAVES OF ABSENCE

A. Leaves without Pay

1. Leave Policy

Leave 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 Human Resources Director. Requests for leave of absence without pay of less than ten (10) working days duration 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.

2. Unpaid Leave For Union Business

An employee may, with approval of the department head, take an unpaid leave of absence of up to five (5) days for purposes of union business.

a. 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.

b. Denial by Department Head

Reasons for denials of requests for leave without pay will be provided in writing.

c. 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.

3. 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 department head. 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.

B. Military Leave

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

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

C. Family Sick Leave and Family Bereavement Leave

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 27 of this Memorandum of Understanding), may be granted to an employee whose employment status normally entitles the employee to vacation and sick leave benefits, for the care or attendance upon members of the employee's immediate family who are sick, upon written request to and approval of the department head. 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 27 (A).

Up to five (5) days of special leave with pay may be granted to an employee whose employment status normally entitles the employee 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 department head.

For the purpose 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 or 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 immediate family as listed above. Father-in-law and mother-in-law are to be included in the special leave for immediate family death.

D. Medical Leave of Absence

1. Subject to the other provisions of Article 28 D, and Merit System Rule X, Section 3 A, department head may, with the approval of the Human Resources Director, grant a leave of absence without pay to an employee whose ability to perform normal duties had been impaired through injury or illness. Such leave shall be called "medical leave of absence," and shall be considered a final opportunity to recover from a mental or physical incapacity to perform required duties prior to being terminated from County employment.

2. When an employee is on medical leave of absence without pay, such employee's portion of the health insurance premium will continue to be paid by the County. Such employee may continue to pay for employee's share of dependent health insurance premiums at the employee's own expense for the duration of the medical leave of absence.

3. In order to be granted a medical leave of absence, an employee shall make a request in writing to the department head, and shall submit the certificate of a physician licensed to practice in California stating the nature of the condition and the estimated date of return to work. Any extensions of the leave shall require similar medical certification or other verification of the employee's continued disability.

4. The duration of a medical leave of absence shall depend upon the nature and extent of the employee's disability, but in no event shall a medical leave be granted for longer than one year from the time the employee is in an unpaid status. A medical leave of absence shall be effective upon exhaustion of the employee's accumulated leave with pay, compensating time off and holiday credits, under the following conditions:

    a. In the event an employee has more than one year's worth of accumulated time on the date of the injury or illness which would result in paid status, no medical leave may be granted.

    b. If an employee is entitled to temporary disability indemnity under Division 4 or 4.5 of the Labor Code, the employee may elect whether to use accumulated time in conjunction with disability indemnity or to use medical leave of absence in conjunction with such disability indemnity, following the expiration of benefits derived from Labor Code Section 4850. The above stated words "following the expiration of benefits derived from Labor Code Section 4850" do not apply to employees in the classes of Welfare Investigator I and II, and Supervising Welfare Investigator.

    c. Under unusual circumstances, the Human Resources Director and the department head may decide when an exception should be made, and may allow an employee to go on a medical leave of absence prior to the exhaustion of accumulated time.

5. For purposes of this leave policy, concurrent multiple injuries or illnesses, new injuries or illnesses occurring while an employee is on medical leave or absence, and recurrences of the same injuries and 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 year of medical leave of absence. For purposes of this Section 5, 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 subject to the terms of eligibility set forth herein.

6. A medical leave of absence which, when added to accumulated time results in the employee being away from the job for less than one year, may be extended up to the one year maximum.

7. An employee who has been granted a medical leave of absence who is unable to return to the employee's former position within one (1) year 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.

8. Merit System Rule X, Section 3, shall read as follows when applied to employees in this Unit:

   SECTION 3. Termination or Demotion

   A. An employee whose ability to perform normal duties has been impaired either through senescence or through injury or illness may be demoted to a vacant position or be reclassified to a lower classification in the same department by the department head to a classification for which the employee is qualified and capable of performing. The employee shall be granted the same employment status in the lower class as he had in the higher class. If there is no vacant position available in the department, the employee can apply through the Human Resources Department for a transfer or demotion to a vacant position in another department. In the event no positions are available or the employee is not selected by another department, the department head shall, with the approval of the Human Resources Director, grant a medical leave of absence. An employee demoted under this provision shall have the right to return to a vacant position in his former class and department within one (1) year from the date of his demotion.

   B. The department head may demote an employee to a vacant position in a lower classification or reclassify an employee's position downward if such employee's performance does not meet required standards. The Human Resources Director shall determine the appropriate classification. Such action may only occur within the demoting department.

C. Written notice shall be given to an employee who is to be demoted not later than ten (10) working days prior to the date on which demotion is to become effective. Such notice shall be on a form prescribed by the Human Resources Director and a copy of such notice shall be filed with Human Resources.

E. 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:

- All employees shall willingly accept ordered jury duty as one of the obligations of citizenship.

- 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.

- Each department head shall properly notify jury officials when jury service by an employee would seriously impair the proper operation of the department.

- Each employee shall expeditiously report his probable absence for jury duty and shall immediately report the termination of such jury service.

- Department Heads are responsible for insuring that all concerned observe these provisions.

F. Court Appearances

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

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

- 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.

- An employee providing their own transportation to court may retain mileage payments.

- In the case of a member of the Sheriff's Department or Coroner'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 Section 68097.2 of the Government Code.

G. Leaves for Disasters or Emergency Conditions

Employees unable to work due to disaster or emergency conditions, as determined by the department head, may receive special leave with pay. Such special leave with pay may only be provided when a disaster or emergency condition prevents an employee from making the regular commute between a primary or assigned 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 department head shall advise the Auditor-Controller concerning the date and duration of his special leave granted to all employees under his supervision.

H. Special Leave for Law Enforcement Personnel

Special leave shall be granted to employees covered by this M.O.U. in the event that such personnel have been involved in a homicide, serious act, or other action that would require such personnel to be absent from duty pending an investigation by the Sheriff's Department or outside agency. This special leave shall not cause any loss of compensation or any other benefits. Such special leave shall not be granted when an investigation has been concluded and absence from duty is a result of a disciplinary action. Where the provisions of this section conflict with the provisions of Resolution No. 83-140, Resolution No. 83-140 will prevail.

I. Industrial Injury Leave

1. Employees 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. This shall not apply to employees in the classes of Welfare Investigator I and II, Supervising Welfare Investigator, Deputy Coroner-Public Administrator, and Probation Officer classifications.

2. Compensation paid for industrial injuries shall adhere to I.R.S. rulings, as amended from time to time.

3. All incidents of industrially incurred injury shall be reported to the employee's supervisor as soon as possible.

4. Employees on 4850 time for more than one pay period shall have their work schedules changed to Monday – Friday, day shift, while they are on such 4850 time.

30. CATASTROPHIC LEAVE

A. 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 accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, domestic partner, son or daughter 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 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.

B. Conditions under Which Paid Leave Time May Be Donated to an Employee

1. Any full-time, permanent employee may donate accumulated vacation, compensatory time or holiday time to an eligible employee in the same department. Sick leave cannot be donated.

2. Donations must be made in increments of one regular workday (or more) from the donating employee.

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.

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.

5. State and Federal Income Tax, and Social Security (F.I.C.A.) if applicable, on the value of the leave donated, is deducted from the contributing employee's pay at the time of donation on the next bi-weekly pay check.

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

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

C. Conditions under Which Paid Leave Credits May Be Used

1. The employee requesting to use "catastrophic leave" shall submit a written request to their department head for review. The request must include a written statement from a licensed physician verifying the illness or injury. If the department head approves the request it shall be forwarded to the Auditor-Controller for implementation, along with the form from the employee donating time to the affected employee.

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.

3. Any paid leave time accrued by the affected employee while using donated time must be used during the next pay period.

4. Only full-time permanent employees are eligible to receive donated paid leave time.

5. The use of donated paid leave time shall not exceed three months for any one catastrophic illness/injury.

6. In no event shall a leave for the recipient employee be granted for longer than one year from the time the employee is unable to work in the employee's regular job.

31. PARENTHOOD

A. Light Duty for Pregnant Employees

Upon request of a pregnant employee, and with the written agreement of her doctor that although she is unable to perform her regular duties she can perform those duties traditionally referred to as light duty, the Sheriff may assign her to such duty. The Article shall apply to Probation Officer classifications only when the Chief Probation Officer has determined that such light duty assignment(s) are available.

B. Light Duty Following Childbirth

Upon request of a female employee who is returning to work after childbirth, and with the written agreement of her doctor that although she is unable to perform

her regular duties she can perform those duties traditionally referred to as light duty, the Sheriff may assign her to such duty.

C. Unpaid Maternity Leave

1. A female employee shall be entitled to medical leave of absence not to exceed six (6) months for maternity purposes upon written verification of the employee's physician that she will be disabled for such period of time. Extension shall be granted upon verification of the employee's physician that there has been a complication caused by the pregnancy which renders the employee physically incapable of performing her regular duties. Such medical leave, including extension if any, shall be for a maximum of one year.

2. A female employee shall exhaust all paid accumulated leave benefits prior to initiation of such medical leave.

D. Unpaid Adoption Leave

1. A female employee may be granted medical leave for a newly adopted child, pursuant to the provisions of Sections C 1 and C 2 of this Article: Section C 1 as to time limits and Section C 2 as to exhaustion of all paid leave benefits.

2. A date certain shall be set for the employee's return to employment. The employee's right to return will be forfeited upon failure to return on the date certain, unless the date is extended by mutual agreement between the employee and the Sheriff.

32. WELFARE CLASSIFICATIONS

Employees in the classes of Welfare Investigator I and II, and Supervising Welfare Investigator are employees of the Welfare Department and are thereby subject to those provisions of the Local Agency Personnel Standards (LAPS), Government Code Section 17010 et. Seq., administered by the State of California, State Personnel Board, Merit System Services Division, which apply to employees in the Welfare Department in the above stated classes. These employees shall also be subject to the provisions of the Humboldt County Merit System Rules, except to the extent that those Rules conflict with or are superseded by LAPS, as determined by Merit System Services.

The County and H.D.S.O. jointly agree to request the State Personnel Board to conduct an audit regarding merit system standards for Welfare Investigator classifications. The County and the H.D.S.O. agree to discuss, upon request of either party, the results of said audit.

33. WELFARE FRAUD INVESTIGATOR/PROBATION OFFICER HANDGUN AND SHOOTING POLICY

During such time as the County's Welfare Fraud Investigator or Probation Officer Handgun and Shooting Policy is in effect, the County agrees to meet and confer with the H.D.S.O., upon request, to discuss those items in said policy which are within the scope of representation.

34. SHOOTINGS/CRITICAL INCIDENT RESPONSE TEAM

A. Should there be a shooting involving a bargaining unit member, the Countywide Critical Incident Response Team (CCIRT) will be initiated to conduct a thorough investigation of the incident.

B. If a member of this unit is involved in a shooting, every attempt will be made to immediately contact the President of H.D.S.O. or in their absence the Vice President so that they may assist the officer involved.

35. DEPARTMENTAL CRIME REPORTS

The Sheriff shall make every reasonable attempt to insure that Sheriff's Department personnel represented by H.D.S.O. shall not be required to take crime reports on other Sheriff's Department personnel represented by H.D.S.O. The Sheriff agrees to request that the District Attorney's office or other appropriate law enforcement agency take and investigate crime reports involving employees represented by H.D.S.O. that occur within County jurisdiction. This Article is applicable only to crime reports that are the result of alleged off-duty activity outside the scope and force of employment.

36. MISCELLANEOUS PROVISIONS

A. Rest Periods

Each Department Head shall grant paid rest periods to employees of the department. Such rest periods shall not exceed fifteen (15) minutes in any three and one-half (3-1/2) consecutive hours of work. Rest period time not taken cannot be accumulated.

B. 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.

37. LEAVE AT TERMINATION

Accumulated vacation, compensating time off and holiday credit will be paid off in cash at the current salary 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. Payment for unused compensatory time shall be at a rate of compensation not less than (a) the average regular rate received by such employee during the last 3 years of the employee's employment, or (b) the final regular rate received by such employee, whichever is higher.

38. WORK SCHEDULES – SHERIFF'S DEPARTMENT

A. Employees represented by the H.D.S.O. in the Sheriff's Department shall continue to be assigned by the Sheriff to various platoons, sections, bureaus, or divisions that have differing work hours, work shifts/schedules, days off, vacations, and duties.

B. The primary schedule for Sheriff's Department employees shall be the 4 – 10 schedule with three consecutive days off. Deputies assigned to court services shall be exempt from the 4 – 10 schedule due to specific needs of that assignment. Court assigned Deputies shall work the 5 – 8 schedule as agreed upon by HDSO and the Sheriff.

C. There will be no changes in an employee's work schedule without five (5) days prior written notice to the employee, except in the case of an emergency. Schedule changes at the employee's request do not require a five (5) day notice on the employee's part and may be made with immediate supervisor approval.

An emergency is defined as a natural or man-made disaster or a sudden unexpected need to increase the level of services to the community.

D. The general practices of work shift hours, lunch/meal period, work days, shift selection and days off are as follows:

1. Ten-hour work shift, which starts with a briefing period.

2. A reasonable lunch period, normally not to exceed one-half hour, included within the hours, subject to call-out during such period.

3. Four consecutive work days.

4. Shift hours and days off to be mutually agreed upon between the Sheriff and HDSO.

5. Shift selection, based on seniority in class, shall be on a six month basis.

6. Shift days off will be chosen by seniority in class for each six month period.

7. An employee shall be permitted to exchange hours of work or days off with another employee in the same classification, performing the same type of duties within the same work location provided:

   a. the exchange occurs within the affected employees' pay period;

   b. the employees provide their supervisors with a written notice of the exchange at least 48 hours prior to the exchange;

   c. the supervisors approve the exchange;

   d. an employee is entitled to exchange no more than two days or shifts within any two week pay period;

   e. employees exercising the option to exchange shifts shall knowingly waive their right to three consecutive days off during the affected time period;

   f. employees shall not be allowed to swap shifts when the result would require the employee to work back-to-back shifts;

   g. exchanges shall not be denied without a work related reason. If an exchange is denied, the supervisor shall, upon request, provide the affected employee with written reason for denial.

E. Position/Assignment Vacancies

Vacancies in positions shall be filled, and assignment to special assignment, substation and resident posts shall be made by the Sheriff after consideration of criteria including but not limited to:

- Volunteers
- Ability and Experience
- Seniority
- Hardship on Employee/Family

F. Rotation

The following positions shall be subject to a three (3) year rotation, (Sheriff may grant one additional year extension), with a minimum of one year as a patrol officer between subsequent specialty assignments as follows:

- Special Services
- Livestock Deputy
- Search and Rescue Deputy
- Marine Deputy
- Beach Deputy (OHV Grant)
- Drug Enforcement Unit (DEU)
- Drug Task Force (DTF)
- Field Training Officer (FTO)
- Rotational Detective

G. Vehicle Use

The Sheriff shall continue to exercise discretion in the assignment of departmental vehicles for overnight use. However, such exercise of discretion shall be in the event of an emergency or need. It is agreed that in an emergency or after it has been demonstrated that there is a need to reassign any such vehicle, a vehicle may be reassigned for the period of emergency or demonstrated need, then reassigned to the individual from whose care and responsibility it was taken. This agreement does not obligate the County to maintain any specific number of vehicles. It is further agreed that any loss in compensation that results from such assignment shall be immediately met and conferred upon.

H. The County shall continue to pay necessary moving expenses actually incurred when personnel are transferred from or to a resident post or substation.

I. Deputies scheduled for on call time, shall be compensated for fifteen (15) minutes for each hour of on call paid status. Deputies assigned to on call status shall provide contact information and be available to respond to details as needed.

J. Notwithstanding Article 66, CONCLUSIVENESS, the County and H.D.S.O. agree to meet and discuss during the term of this M.O.U. on Section B.1.g. of this Article.

K. Probation Work Schedule

The primary schedule of operation for the Probation Department is Monday through Friday 8:00 a.m. – 5:00 p.m. Alternative schedules (to include days and hours or work) may be assigned at the discretion of the Chief Probation Officer, based on department, program and community needs.

39. PAY PERIOD AND TIME FOR RECEIPT OF PAYROLL WARRANTS

A. 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.

B. 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 the Salary Resolution, an employee shall not be paid in excess of the equivalent of ten (10) shifts in any pay period.

C. Time for Receipt of Payroll Warrants

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

D. Payroll Warrants to be Mailed

Payroll warrants shall be mailed to those employees at substations and resident posts. Payroll warrants shall also be mailed to those employees who are normally scheduled on days off on scheduled paydays if the employee requests so from the Sheriff's Department business office. Employees who receive their payroll warrants through the mail shall not be charged for postage. Employees who have scheduled days off on scheduled paydays who have elected to have their payroll warrants mailed to them shall continue to receive their payroll warrants by mail until the next scheduled shift rotation. The provisions of this Section D do not apply to Welfare Investigators.

40. APPOINTMENTS, ADVANCEMENTS AND DEMOTIONS

A. 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 A), except as follows:

1. Appointment at Advanced Salary

When it appears to be in the public interest, and that an unusual condition exists or that 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, an appointment may be authorized at some higher step than such minimum compensation in the appropriate range. After an employee's date of hire, salary advancements requested, other than those described in Article 39. B., must be approved by the Board of Supervisors per Section 7 of the Humboldt County Salary Resolution.

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.

3. Appointment of Deputies Without Compensation

The department head in each County office may appoint as many additional deputies, assistants and employees as may be necessary for the prompt and faithful discharge of duties of his office, but such additional appointees shall receive no compensation from the County of Humboldt by virtue of such appointment without express authorization therefore by the Board of Supervisors.

B. Salary Advancements

Salary advancements for personnel who are on a range and step basis are predicated on length of service as follows: 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 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 to the County in the same class. The effective dates of each step increase will be the anniversary date of such employee.

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 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 day 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.

C. 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 his present class shall receive the minimum salary for that class or the rate in the new range which is next above his present rate, whichever is greater. Additional salary increases within the range shall be in accordance with the principle set forth in B. 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 County in the same class. When the normal promotion or reclassification of an employee to a higher class would result in a salary increase of less than 5%, the salary of such employee will be adjusted to the step in the new range which is at least 5% higher than the present salary rate, or the maximum salary for the class, whichever is less.

D. Demotions

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

1. Voluntary or Involuntary Demotions

The salary of such employee shall 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) were combined and full credit given for step increases. The employee's anniversary date will remain unchanged.

2. Downward Reclassification

When an employee's position if reclassified to a class having a lower salary range, the employee will be placed either:

a. on the step in the new range that is equivalent to the salary received under the old range; or

b. on the nearest higher step of the new range of the present salary falls between steps of the new range; or

c. 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.

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.

E. Employment of Relatives of Employees

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

"Relative" as used herein shall mean wife, husband, domestic partner, parent, child, grandparent, grandchild, brother or sister. "Domestic Partner" shall mean a person who is neither married nor related by blood or marriage to the employee; it is the employee's sole spousal equivalent; lives together with the employee in the same residence and intends to do so indefinitely; is responsible with the employee for each other's welfare.

41. DEPARTMENT POLICY MANUAL

As needed, the County and H.D.S.O. agree to form Committees to update, purge outdated portions where necessary, and properly index the Policy Manuals of all departments employing H.D.S.O. members.. A reasonable number of "designated" employee representatives of H.D.S.O., not to exceed two in each department or six in total, are entitled to reasonable time off without loss of compensation or other benefits when serving on said committee***s***. The intent of the Committee***s*** is as stated above and is not intended to be a part of the meet and confer process.

The County will provide H.D.S.O. with reasonable advance written notice of any proposed change***s*** in the Policy Manual of said departments that is directly related to matters within the scope of representation. H.D.S.O. shall be provided, if so requested, an opportunity to meet and confer on the proposed change prior to implementation. In cases of emergency when a department determines that a change in their Policy Manual

must be immediately undertaken without prior notice or meeting with H.D.S.O., said department shall provide such notice and opportunity to meet at the earliest practicable time**.**

Where there is a conflict on a specific issue between the provisions of any Department Policy Manual and the current Memorandum of Understanding, the language of the Memorandum of Understanding shall be binding on the issue.

42. SENIORITY POINT COMPUTATION

The following factors shall be used in conjunction with Merit System Rule VII, Section 3, during seniority computation for layoff purposes:

A. Seniority points will only be counted for time served as a deputy (County safety member of P.E.R.S.); other County employment time shall not count toward seniority points.

B. Deputy Sheriff I and Deputy Sheriff II are counted as one class.

C. Seniority in a class shall also include time spent in higher-level classes.

D. Seniority for demotion in lieu of layoff purposes shall be calculated by adding together any time previously spent in the lower class and time spent in higher-level classes.

E. Employees may only demote back through the basic chain of command, and then only if seniority as calculated in Subsection D. above is greater than an employee currently in the lower class.

F. The following shall apply to Probation Officer classifications:

All Probation Officers hired after January 1, 1999 will have their seniority calculated in the following manner: Seniority points will be counted for actual time served in any Probation Officer classification.

Probation Officers hired prior to January 1, 1999 will have seniority points calculated as provided for in Merit System Rule 7, Section 3.

43. REGULAR PART-TIME PROBATIONARY PERIOD

Appointments made from open or promotional employment lists to regular part-time positions shall be subject to a probationary period. Probationary periods and performance reports during probation shall be in accordance with the Merit System Rules. Regular part-time employees who successfully pass probation shall be considered

to have permanent status as regular part-time employees. Notwithstanding the above, employees in the classes of Welfare Investigator I and II, and Supervising Welfare Investigator shall be governed by the Local Agency Personnel Standards (LAPS) regarding regular part-time probationary period.

44. OUTSIDE EMPLOYMENT

A. 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 his duties or which might impair the impartial performance of duties. Any employee engaging in outside employment shall notify his department head 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 the employee's efforts will be subject to approval by any officer, employee, board or commission of Humboldt County unless otherwise approved in the manner prescribed below.

Each department head may determine those outside activities which, for employees under the department head's jurisdiction, are inconsistent with, incompatible with, or in conflict with their duties as Humboldt County officer or employees.

An employee's outside employment, activity or enterprise may be prohibited if it: 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 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 the 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 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 4) involves such time demands as would render performance of their duties as a Humboldt County officer or employee less efficient. An employee or officer may appeal an adverse decision of the department head, within five (5) days after written notification of the decision, by written appeal to the Human Resources Director who shall affirm, reverse or modify the decision of the department head. The employee or officer may then, within five (5) days after written notification of the decision of the Human

Resources Director, appeal in writing to the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.

B. 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.

C. Prohibition Against Loaning County Equipment

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

D. 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 dismissal (without progressive discipline) 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.

45. SEXUAL HARASSMENT

A. Sexual harassment is defined as conduct which consists of unwelcome sexual advances, requests for sexual favors and other conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's continued employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, for example, but not limited to, promotion, assignment, schools; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

B. An employee alleging sexual harassment shall follow the grievance procedure outlined in Humboldt County Merit System Rule VIII. Grievances filed under this Article will be processed in an expedited manner. When a complaint involves a person in the employee's chain or command, the grievance process shall be initiated at the next higher level in the chain of command.

C. Upon receipt of a complain of sexual harassment at Step 4 of the grievance procedure, the department head shall immediately investigate the circumstances and take whatever action deemed to be appropriate and necessary.

46. PATROL VEHICLES

Sheriff's patrol vehicles shall be the same make, model and specifications as California Highway Patrol vehicles.

47. VEHICLE POLICIES

A. The provisions of this Article shall not result in an increase in County costs during the term of this M.O.U.

B. The County agrees to maintain all patrol vehicles in a mechanical condition which is at all times safe for patrol work, via the use of the following procedure: A Sheriff's patrol vehicle may be determined by the employee, assigned to operate the vehicle, and the employee's immediate supervisor to be unsafe. Such vehicle shall be taken out of service immediately and not assigned to any employee until the vehicle has been inspected and determined safe by the supervisor next in the chain of command.

C. Sheriff's Department Vehicle Safety Appeals Board

A Sheriff's Department Vehicle Safety Appeals Board shall be established to resolve any disagreement as to safety under this Section. This Board shall be comprised of:

- 2 H.D.S.O. members
- 1 member appointed by the Sheriff
- 1 member appointed by the Director of Public Works
- 1 member appointed by the County Administrative Officer

The Board may request expert advice when necessary.

D. The County agrees to maintain the patrol fleet with a sufficient number of vehicles to provide for officer safety and the service needs of the County. This agreement does not include agreement that the County will maintain a specific number of vehicles.

E. Ad Hoc Committee on Vehicle Usage and Replacement

There shall be created an Ad Hoc Committee on "Vehicle Usage and Replacement" which shall be advisory to the Board of Supervisors. The

Committee's functions shall include, but not be limited to, matters of vehicle policy, such as: procurement, usage, and replacement.

The Committee shall meet at least often enough so as to effectively advise the Board of Supervisors regarding the most suitable, i.e. cost-effective and safe, types of vehicles to purchase prior to deadlines existing in the vehicle ordering process; and may additionally meet whenever the need may arise on an emergency basis. Committee membership shall include one representative of each of the following: the H.D.S.O., the Sheriff's Department, the District Attorney, the Public Works Department, the County Administrative Office, and the Purchasing Department.

F. The definition of a "patrol vehicle" shall be: Patrol vehicles shall be those vehicles utilized by personnel assigned to Main Station Patrol, Substations, Resident Posts, or civil paper or warrant service who are performing their routine law enforcement duties and who are not on special detail or assignment.

Special details or assignments are defined as: prisoner transportation; abandoned vehicle detail; out-of-County travel; administrative functions; and departmental personnel transportation.

G. Patrol and special services units shall have operable scanners capable of monitoring other local agencies.

H. The County agrees that all vehicles purchased for use by employees in this Unit shall have air conditioning.

I. Subsection G. and Subsection H. of this Article shall apply to the Probation Department for vehicles purchased after 1-1-99.

48. SAFE WORKING ENVIRONMENT

The H.D.S.O. shall appoint one H.D.S.O. member from each Department employing members of the H.D.S.O. to serve on the County's Safety Committee. Recommendations from the Safety Committee shall be forwarded to the appropriate Department Head, the Human Resources Department and the County Risk Manager.

49. SAFETY EQUIPMENT

The County agrees that safety equipment as mandated by State law and as designated by the Department Head to properly protect employees shall be provided by the County. Such safety equipment shall be maintained by the County in a condition suitable for law enforcement service and as may be required by law. The H.D.S.O. further agrees that routine maintenance shall be the responsibility of the employees.

Each Department shall be responsible for the initial and in-service training of its employees in the proper use of issued/authorized safety equipment.

50. MAINTENANCE OF COUNTY EQUIPMENT

No employee in this unit shall be required to maintain County equipment which requires specialized training if they have not been trained to maintain such equipment. This does not, however, relieve represented employees of their responsibility to use care and caution when working with or around said equipment.

51. PROBATIONARY PERIOD FOR EMPLOYEES

All employees covered by this M.O.U. shall serve a one (1) year probationary period.

52. HEALTH SCREENING PROGRAM

A. Eligibility

Any H.D.S.O.-represented employee in this Unit qualifies for this benefit. In theory, a recently hired employee is eligible in his/her first year of employment, although the need for a physical exam so soon after the required pre-employment physical is questionable.

B. Cost

The County will reimburse the employee for costs incurred subject to the following limits:

1. $200 for the first physical exam for an employee.

2. $100 for an annual physical exam thereafter; or

3. $200 for a biennial physical exam, i.e., at least two years between exams.

C. Scheduling of Annual or Biennial Exams

The employee will schedule a physical exam with the employee's personal physician. The $100 or $200 claim for reimbursement is based on the exam being done at least one (or two) year(s) following the previous exam. The employee is <u>not required</u> to take the exam. The employee has the option of scheduling an annual or biennial exam.

D. Exercise Treadmill (Stress) Test

For an employee who qualifies for the $200 reimbursement, a treadmill test is required, even though this may be the first physical exam under this agreement. It is understood that an employee will take the stress test with every other physical for which they apply for reimbursement under this Article, regardless of the spacing of such alternative exams.

E. Authorization

An employee seeking reimbursement for physical exam costs must obtain a letter of authorization and an exam form from their department head. These documents are to be delivered by the employee to their personal physician. The employee is responsible for scheduling their own appointment. Exams may be scheduled on County paid time.

F. An employee who does not adhere to the recommendation(s) of their personal physician concerning health conditions which may lead to illnesses considered "presumptive" (i.e., presumed by law to have arisen out of their employment with the County), such as, but not limited to, heart attack, hernia or pneumonia, as set forth in Labor Code Section 3212 or any other Code section concerning "presumptive" issues, may be subject to disciplinary action up to and including discharge. Notwithstanding the above, the provisions of this Section F. do not apply to Welfare Investigators.

G. Payment of Claim

The County will pay the $100 or $200 toward the cost of the exam upon receipt by their department head of the completed report forms and a copy of the medical provider's bill for services. Payment will be made to the employee, who is responsible for payment to the providers. Employees are reminded to advise the physician that remedial recommendations are to be included on the report form.

53. DEFERRED COMPENSATION

The County agrees to allow employees to participate in the voluntary deferred compensation plan provided by the County, in accordance with the rules and regulations established by the County. The County agrees to offer to meet and consult with the H.D.S.O. prior to changing plan administrator.

54. EMPLOYEE ASSISTANCE PROGRAM

The County agrees to provide an Employee Assistance and Counseling Program, subject to the rules and regulations established by the County. The County agrees to offer to

meet and consult with the H.D.S.O. prior to changing program administrator. Employees utilizing the voluntary management referral portion of the program who have been identified and referred by the County as evidencing work performance problems shall be allowed up to five hours per calendar year paid release time for attendance at counseling sessions resulting from the management referral. Employees utilizing release time under this provision shall verify their attendance at such counseling sessions upon request of the department head or designee.

55. LOCKERS

A. H.D.S.O. will assign H.D.S.O. negotiated/owned lockers only to those employees represented by H.D.S.O. H.D.S.O. will designate which other Sheriff's Department employees may utilize any such vacant lockers.

B. The County shall continue to provide the location for, the number of, and maintenance of lockers available to Sheriff's Department members as are available on the effective date of this M.O.U. H.D.S.O.-represented employees shall not be required to share locker room facilities with volunteer personnel.

56. ADMINISTRATIVE ISSUES

A. Resolution No. 81-126

1. The County and the H.D.S.O. agree that the Employer-Employee Relations Policy for the County of Humboldt (Resolution No. 81-126, as amended) is a separate Resolution with no definite expiration date; such E.E.R.P. is affixed as Appendix B of this M.O.U.

2. The words "and the H.D.S.O.'s principal authorized agent" shall be inserted between the words "officer" and "or" in line 10 of Section VIII A. (2.) and in line 9 of Section VIII B. (2.) when the County relates with the H.D.S.O.

57. DRUG AND ALCOHOL TESTING

The County and H.D.S.O. 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 that the County has the right to implement a pre-employment drug and alcohol screen/test as part of the required pre-employment physical exam. The parties further agree that, upon request of the County, they shall meet and confer to develop a drug- and alcohol-free work environment policy covering employees in this unit.

58. MERIT SYSTEM RULES

A. The term "appointing authority," as used in the Humboldt County Merit System Rules, shall include any employee to whom the department head has lawfully delegated responsibility for the action or response required by the Rules.

59. MERIT SYSTEM RULE X, SECTION 1

Subsection (L) shall be read as follows:

1. Any other failure of good behavior in the performance of official duties which has been demonstrated to have impaired the effectiveness of the employee in rendering services to the County.

NOTE: Because Merit System Rule X applies to all County employees, it shall not be physically amended to conform to the hereinabove exception for employees in this Unit. However, consistent with Article 67 hereinbelow, Merit System Rule X, Section 1, subsection (L) shall be interpreted as if the amendment had been physically made.

Notwithstanding the above, employees in the classes of Welfare Investigator I and II, and Supervising Welfare Investigator shall be governed by the Local Agency Personnel Standards regarding Merit System Rule X, Section 1.

60. UNWRITTEN PAST PRACTICES

A. The County is not obligated to honor or continue "unwritten" past rules, regulations, procedures, practices or policies. When identified, the County agrees to meet and discuss a past practice to resolve conflicts with Policy, Rules or M.O.U.

B. An employee shall not be disciplined for violating an "unwritten" rule, regulation, policy or procedure.

61. INCLUSIVENESS

This M.O.U. shall contain, in addition to items specifically agreed upon, the following rules and regulations and other written matters, within the scope of representation, as they exist now or as they may be amended through the meet and confer process and shall be applicable to employees and the H.D.S.O. unless superseded by any provisions of this M.O.U.:

A. Merit System Rules (as set forth in Appendix C);

A. Employer-Employee Relations Policy (as set forth in Appendix B);

C. County Salary Resolution;

D. Sheriff, District Attorney, Probation Department, Coroner's Office and Welfare Department Rules, Regulations, General and Special Orders and other written guidelines on matters within the scope of representation;

E. County Travel Ordinance;

F. Board of Supervisors Orders, Resolutions and Ordinances, which contain matters within the scope of representation.

62. H.D.S.O. RIGHTS AND RESPONSIBILITIES

The H.D.S.O. shall have the following rights and responsibilities:

A. Reasonable advance written notice of any County or department ordinance, rule, resolution, regulation or general and special orders directly relating to matters within the scope of representation proposed to be adopted by the Board or department head.

B. Reasonable use of County bulletin boards at all County work facilities at which an H.D.S.O.-represented unit member is assigned.

C. The maintenance of existing dues checkoff.

D. The attendance of a reasonable number of employees at meetings involving employer-employee relations, i.e., meet and confer sessions, grievance proceedings, scheduled meetings with the County Employee Relations Officer and such other meetings mutually agreed to be in the interest of the parties.

E. The access to the membership of the organization for the purposes of ongoing communications.

F. Access to County work locations and the use of County paid time and County facilities by officially designated representatives of H.D.S.O. is authorized for the purpose of processing grievances and shall be limited to activities pertaining directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office or organizational meetings and elections, and shall not interfere with the efficiency, safety and security of County operations.

G. County facilities shall be available to H.D.S.O. for membership meetings, subject to County rules and regulations governing use of such facilities.

H. The County shall provide the H.D.S.O. with the agenda notice for all Board of Supervisors' public noticed meetings.

I. H.D.S.O. shall be provided with the name(s) and classification title(s) of all new hires in classifications represented by H.D.S.O. within five (5) Human Resources Department business days of the new hires' first day of hire.

J. The president of H.D.S.O. or designee from the H.D.S.O. E.E.R. Committee may attend staff meetings of Department, not to exceed two meetings monthly. H.D.S.O. agrees to exclude its attendance at those portions of staff meetings that deal with individual personnel matters. Each Department shall provide H.D.S.O. with advance notice of all staff meetings and agenda items if any.

1. The County/Department agrees to notify H.D.S.O. of all pending personnel actions against an employee represented by H.D.S.O. For purposes of this Article personnel actions are those as defined in Section 3303 of the Government Code and/or any other County/Department discipline policy.. These actions shall include but not be limited to Internal Affairs investigations, disciplinary investigations and Pitchess Motions.

2. H.D.S.O. agrees to obtain waivers from its members that will allow release of information to H.D.S.O. regarding pending actions prior to disclosure of any information by the County to H.D.S.O. The information shall be limited to the fact that there is a pending action, the nature of the action (Pitchess, I.A., etc.) and not reveal the alleged facts of the situation leading to the action.

H.D.S.O. shall be permitted to place ballot boxes in Department offices for the purpose of collecting members' ballots on all H.D.S.O. issues subject to ballot. The ballot box placement shall be mutually agreed to by the Department and H.D.S.O.

63. COUNTY RIGHTS

A. The rights of the County derive from the Constitution of the State of California and applicable State Codes. All rights not specifically addressed in this policy or expressly waived in a Memorandum of Understanding, are reserved to the County.

B. The expressed and implied powers, rights, duties and responsibilities of the County, such as the adoption of policies, rules, regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this policy.

C. The County has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its services and the work force performing these services. The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County Government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used; to introduce new or improved methods or facilities and to change or alter personnel, level of work force, methods, means, materials and facilities; to exercise control and discretion over its organization and operation through its managerial employees; to establish and effect rules and regulations consistent with applicable law; to establish and implement standards of selecting County personnel and standards for continuing employment with the County; to direct the work force by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action; to relieve its employees because of lack of work, funds or for other reasons; to determine whether material or services shall be made, purchased or contracted for; and to otherwise act in the best interest of efficient service to the citizens of Humboldt County. The exercise of such rights does not preclude employees or their representatives from raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

D. The County retains its rights to take whatever actions it deems appropriate during an emergency provided wage rates and other monetary benefits shall not be suspended and provided further that any disciplinary action or other action taken during such declared emergency shall be grievable at the end of the emergency. The determination of whether an emergency exists is solely within the discretion of the County and is expressly excluded from any grievance procedure except that the exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this M.O.U.

64. MAINTENANCE OF OPERATIONS

A. The H.D.S.O. agrees that for the term of this M.O.U. and the period of time necessary for the meet and confer process to conclude a successor agreement to this M.O.U., neither the H.D.S.O., nor any person acting officially on its behalf, will cause, authorize, engage in, 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 labor organization or meet and confer unit to engage in or honor such activities, or any activity by any other euphemism known

which results in less than the full and faithful performance of any duties of employment. H.D.S.O. agreement to this provision is contingent upon the absence of significant breach of the entire M.O.U. by the County. This provision is a specific exception to Article 71. A. of this M.O.U.

B. If the Board of Supervisors has cause to believe that the H.D.S.O. has engaged in any activity which violates Subsection A. above, the Board of Supervisors may determine that the H.D.S.O. shall no longer be recognized as the employee organization representing employees in this Unit and shall therefore forfeit all rights and privileges of a recognized employee organization. Notwithstanding the fact that the H.D.S.O. would then not be a recognized employee organization, the Rights Dispute, Rule IX, of the Humboldt County Merit System Rules shall be amended to allow the H.D.S.O. to appeal the Board of Supervisors' action.

C. Each employee in a classification for which the H.D.S.O. claims representation rights agrees that for the term of this M.O.U. and the period of time necessary for the meet and confer process to conclude a successor agreement to this M.O.U., the employee will not cause, authorize, engage in, or sanction a strike, sick-in, work stoppage, slow down, picketing other than informational on the employee's own time, concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another labor organization or meet and confer unit to engage in or honor such activities, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.

D. If the Board of Supervisors has cause to believe that an employee has engaged in any activity which violates Subsection C. above, the Board of Supervisors may determine that the employee shall be subject to disciplinary action up to and including discharge from County service, subject to Merit System Regulations.

E. If the H.D.S.O. or any employee in a classification for which the H.D.S.O. claims representation rights is found by the Board of Supervisors to have engaged in any activity which violates Subsection A. or C. above, the County shall consider such violation an act of bad faith which releases the County from the confidentiality provisions of the Employer-Employee Relations Policy.

F. If the Board of Supervisors determines that the Board of Directors of the H.D.S.O. has taken supererogatory efforts to assure that activities prohibited in this Article do not occur, Subsection B. hereinabove shall be waived.

G. The County shall not lock-out employees in this Unit.

65. CONCLUSIVENESS

The H.D.S.O. and the County agree that during the negotiations which resulted in this M.O.U., 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 H.D.S.O. shall not be obligated to meet and confer on any matter.

A. Whether or not specifically referred to in this M.O.U.

B. Whether or not the matter was within the knowledge of contemplation of either party at the time of negotiations

C. Whether or not the matters were proposed and later withdrawn during negotiations.

In an emergency, the County retains the right to take action immediately. The H.D.S.O. will be offered the opportunity to meet and confer as soon as practicable.

66. INTERPRETATION OF PROVISIONS

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 its divisions, the terms of this Agreement shall prevail and such conflict shall be resolved in favor of the specific provisions of this M.O.U., unless otherwise mutually agreed to be the parties.

67. SAVINGS CLAUSE

If any article or section of this M.O.U. 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 rule, regulation, law or order by any government authority other than the County, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this M.O.U. 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.

68. BENEFIT ACCUMULATION/USAGE

When agreed to by all representation units, vacation, sick leave, family sick leave and bereavement leave accumulation and usage shall be in hours.

69. PURCHASE OF DUTY WEAPON

Employees covered by this M.O.U. shall be eligible, at their option, to purchase their department issued duty weapon, upon retirement from County service. Requests for purchase must be made no later than sixty (60) calendar days prior to the date of separation. The cost to the employee shall be the same as the weapon's original purchase price paid by the County.

70. PURCHASE OF DUTY BADGE

Employees covered by this M.O.U. shall be eligible, at their option, to purchase their department issued duty badge, upon retirement from County service. Requests for purchase must be made no later than sixty (60) calendar days prior to the date of separation. The cost to the employee shall be the same as the badge's original purchase price paid by the County.

71. DIRECT DEPOSIT

All employees newly hired after November 1, 2005 shall be required to participate in direct deposit of their bi-weekly paycheck.

72. TERM OF M.O.U.

A. Effective Date

Unless specifically provided otherwise herein, the Articles and provisions 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 December 31, 2024**.**

B. Extension

A provision or provisions of this M.O.U. may be extended by the Board of Supervisors with the consent of the H.D.S.O. on a month-to-month basis subsequent to December 31, 2024, pending a new M.O.U.

C. Ratification

The provisions of this M.O.U. were ratified by the membership of the H.D.S.O. on November 29, 2021, and the Humboldt County Board of Supervisors on December 14, 2021.

FOR THE COUNTY:

FOR THE H.D.S.O.:

VIRGINIA BASS Chair~~man~~, Humboldt County Board of Supervisors	Date	JAMIE BARNEY President	Date
ELISHIA HAYES County Administrative Officer	Date	Board Member	Date
Director of Human Resources	Date	JOHN NOBLE HDSO Representative	Date

APPENDIX A – SALARY RANGES

SALARY RANGES FOR
NON-MANAGEMENT CLASSES REPRESENTED BY
HUMBOLDT DEPUTY SHERIFF'S ORGANIZATION
UNIT 6