



COUNTY OF HUMBOLDT

For the meeting of: 5/6/2025

File #: 25-614

To: Board of Supervisors

From: Human Resources

Agenda Section: Consent

Vote Requirement: Majority

SUBJECT:

Approval of the 2025 Memorandum of Understanding (MOU) Between the County of Humboldt and the Law Enforcement Management (LEM) Representation Unit 7

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Chair of the Board of Supervisors to execute the Memorandum of Understanding with LEM (Attachment No. 1) for the term of 2025 for the MOU between the County of Humboldt and LEM Representation Unit 7; and
2. Adopt Resolution (Attachment No. 3) approving amendments to the Memorandum of Understanding between the County of Humboldt and LEM Representation Unit effective May 6, 2025.

STRATEGIC PLAN:

This action supports the following areas of your Board's Strategic Plan.

Area of Focus: Workforce & Operational Excellence

Strategic Plan Category: 3003 - Enhance employee recruitment and retention

DISCUSSION:

The County of Humboldt and the LEM Representation Unit 7 have agreed to the matters set forth in the attached Memorandum of Understanding (MOU) for Representation 7 (Attachment No. 1) for the term of 2025.

The attached MOU outlines agreed upon amendments including the following:

1. Term: 1 year from Jan. 1, 2025, to Dec. 31, 2025
2. One-Time Payment: Effective the first full pay period following the Board of Supervisors adoption of the LEM MOU, all members of the bargaining unit shall receive a one-time, non-recurring, non-pensionable lump sum payment of \$1,500.00 minus all applicable payroll deductions.
3. POST Certificate Pay: For those employees who have obtained Peace Officer Standards and Training Certificates (POST) and have obtained the Intermediate Advanced and Management Certificates, the following additional compensation will apply:

A seven percent (7%) payment based upon their base salary will be paid for the Intermediate Certificate.

An eight percent (8%) payment based upon their base salary will be paid for the Advanced Certificate.

A thirteen percent (13%) payment based upon their base salary will be paid for the Management Certificate

An employee who has obtained both the Intermediate and Advanced Certificate will receive a fifteen percent (15%) payment based upon their base salary. An employee who has obtained the Intermediate, Advanced, and Management Certificate will receive a twenty-eight percent (28%) payment based upon their base salary.

Senior Investigators (D.A.) who have obtained the Supervisory POST Certificate will be paid seven percent (7%) based upon their base salary and are not eligible to be compensated for the Management Certificate.

Employees who have been assigned by the Sheriff and obtained a Certified Polygraph Examiner or Certified Voice Stress Analyzer Certificate shall be paid a seven percent (7%) payment above their base salary so long as they remain certified. This is in addition to any other compensation pursuant to POST certification or longevity.

The amendments made in this section were agreed upon due to pension eligibility issues with the California Public Employees' Retirement System (CalPERS). Although it appears that an increase is occurring, the financial impact is actually very minor due to a change in the language moving from a increase based on compounding salary ranges to a flat percentage model. The change to a flat percentage model and increase to those percentages was done to factor in the compounding nature of the previous language.

4. Longevity Incentive: Bargaining Unit employees who have worked a total of ten (10) years of uninterrupted continuous County service shall be paid a longevity incentive payment of five and one quarter percent (5.25%) based upon their base salary.

Bargaining Unit Employees who have worked a total of twenty (20) years of uninterrupted continuous County service shall be paid a longevity incentive payment of five and one quarter percent (5.25%) based upon their base salary. These employees will receive a total payment of ten and one-half percent (10.5%) based upon their base salary.

The amendments made in this section were agreed upon due to pension eligibility issues with the California Public Employees' Retirement System (CalPERS). Although it appears that an increase is occurring, the financial impact is actually very minor due to a change in the language moving from a increase based on compounding salary ranges to a flat percentage model. The change to a flat percentage model and increase to those percentages was done to factor in the compounding nature of the previous language.

5. Insurance Coverage: Effective the first full month following the Board's adoption of this MOU, the County and Effective the first full month following Board of Supervisors adoption of this MOU, the County will increase the contribution amount outlined in section 16 of Attachment No.1 to cover 100% of the *increase* that occurred in the lowest-cost health insurance plan's premium from calendar year 2024 to 2025 for the remainder of calendar year 2025.
6. Vacation Conversion: Members of the LEM unit will increase the number of vacation hours eligible for cash or credit conversion to 120 hours.
7. Sick and Holiday Leave Conversion: All bargaining unit employees may, in the thirty-six months prior to retirement, elect to have any portion of accumulated holiday leave compensated by having the cash equivalent deposited into deferred compensation, subject to applicable State and Federal tax laws.

SOURCE OF FUNDING:

All county funds.

FINANCIAL IMPACT:

<i>Expenditures (Various)</i>	FY24-25	FY25-26 Projected*
<i>Budgeted Expenses</i>	<u>\$18,900</u>	<u>\$55,900</u>
<i>Additional Appropriation Requested</i>		
<i>Total Expenditures</i>	<u>\$18,900</u>	<u>\$55,900</u>

**Projected amounts are estimates and are subject to change.*

Narrative Explanation of Financial Impact:

Total costs to the county for this MOU are estimated to be \$74,800, spread across FY 2024-25 and FY 2025-26. The costs were not anticipated in FY 2024-25 or FY 2025-26, however, as they are minimal, it is expected that they will be able to be absorbed in the department's budgets. Should they not be able to be absorbed, the General Fund has \$5 million in contingencies for labor negotiations set aside which may be used to support departments budgets as needed.

STAFFING IMPACT:

There is not a direct staffing impact to the approval of this MOU.

OTHER AGENCY INVOLVEMENT:

LEM Representation Unit 7

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to adopt the Resolution approving the 2025 MOU between the County and LEM Representation Unit 7; however, this is not recommended. This option is not recommended as the 2022-2024 MOU expired on December 31, 2024.

ATTACHMENTS:

1. Memorandum of Understanding between the County of Humboldt and the LEM for Representation of Unit 7
2. Memorandum of Understanding between the County of Humboldt and the LEM for Representation Unit 7 in track changes
3. Resolution No. ____ Approving the Memorandum of Understanding for Representation Unit 7
4. County of Humboldt Comprehensive Salary Schedule and Classification Summary effective May 11, 2025.

PREVIOUS ACTION/REFERRAL:

Meeting of: 3/1/2022

File No.: 22-247