MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HUMBOLDT
AND
THE HUMBOLDT DEPUTY SHERIFFS' ORGANIZATION
FOR
LAW ENFORCEMENT MANAGEMENT
(REPRESENTATION UNIT 7)

EFFECTIVE JULY 1, 2015
THROUGH AND INCLUSIVE OF
SEPTEMBER 30, 2017

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1. PREAMBLE

Pursuant to the Meyers-Milias-Brown Act and the County of Humboldt Employer-Employee Relations Resolution, this Memorandum of Understanding has been entered into by the County of Humboldt and the Humboldt Deputy Sheriffs' Organization for the Law Enforcement Management Unit (Representation Unit 7). The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the County of Humboldt and Law Enforcement Management Unit employees, 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 to be observed by the parties.

2. RECOGNITION

The County of Humboldt formally confirms its recognition of the Humboldt Deputy Sheriffs' Organization as a Recognized Employee Organization for the classifications listed in Appendix A.

3. ADOPTION OF M.O.U.

The representatives of the County of Humboldt, hereinafter, the County, and the Humboldt Deputy Sheriffs' Organization, representing the Law Enforcement Management Unit 7, hereinafter, LEM, after having met and conferred in good faith, have herewith reached an agreement on wages, hours and other terms and conditions of employment. Said representatives have further mutually agreed to recommend to the Board of Supervisors of the County and the general membership of LEM that the following Memorandum of Understanding be adopted and ratified.

4. COPY OF AGREEMENT

The County will provide a maximum of fifteen (15) copies of this M.O.U. and amendments to other written policies affected by this M.O.U. no later than 30 days subsequent to ratification of this M.O.U. by the Board of Supervisors.

5. WAGES

A. Wages for employees in this unit who are employed by the County on the date of ratification of this M.O.U. by both LEM and the Board of Supervisors, shall be as set forth in Appendix A.

B. The base wage of the current employees shall not change with the adoption of this provision. The intent of the parties is that effective July 1, 2011 there shall be ***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. For those members of LEM that were employed prior to July 1, 2011, at any time during their employment in a class represented by LEM, should a promotion or reclassification result in the Sub-A-Step being assigned, that individual may appeal their step placement to the Director of Human Resources and have the assignment altered to the "A" Step.***

It is the County's intent to treat all County employees fairly and equitable.

1. ***Effective the first full pay period after July 1, 2015 there shall be no (0) adjustment to salary.***

   Effective the first full pay period after April 1, 2016 wages will be increased by 3% or six (6) ranges (contingent on 3% PERS pick-up under GC 20516).

   Effective the first full pay period after July 1, 2016 wages shall be increased by 2% or four (4) ranges.

   Effective the first full pay period after January 1, 2017 wages shall be increased by 2% or four (4) ranges.

2. ***Effective the first full pay period after April 1, 2016 all employees of the bargaining unit shall receive a one-time payment of $1,000 to assist in offsetting the majority of the first year costs to the employee for the PERS Pick-Up as described below. (This one-time payment is conditioned on acceptance of PERS Pick-Up). Effective the first full pay period after January 1, 2017 all employees of the bargaining unit shall receive a one-time payment of $500 to assist in offsetting a portion of the costs of the PERS Pick-Up under GC 20516.***

C. ***PERS Pick-Up***

Pursuant to Government Code 20516, employees may "Share" in the cost of additional benefits provided by the employer. In recognition of the fact that retirement costs have been rising to the employer and PEPRA has established a goal for the parties to share in the "normal" costs of the retirement plan and the LEM membership has benefited from the improved retirement formula of 3% @ 50, the parties voluntarily agree to all employees sharing the employer costs in the amount of 3% effective the first full pay period after April 1, 2016. It is the intent that all members of the unit contribute 3% of the employer rate, including those covered by 2.7% @ 57 safety, 2% @ 55 (tier 2), and 2% @ 62 (tier 3) miscellaneous formulas as expressed in the following chart:

Category	*Employee Contribution*	*Gov. Code 20516 Cost Sharing*	*Total Employee Contribution*
Safety Classic 3@50	*9%*	*3%*	*12%*
Safety PEPRA (new hires post 1/1/13 2.7@57	*10.75% (subject to Actuary change annually)*	*3%*	*13.75%*
Miscellaneous 2.7@55	*8%*	*3%*	*11%*
Miscellaneous 2@55	*7%*	*3%*	*10%*
Miscellaneous 2@62	*6.25% (subject to Actuary change annually)*	*3%*	*9.25%*

D. 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.

6. NIGHT SHIFT DIFFERENTIAL

All employees in this unit 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. On-call duty shall not qualify an employee for night differential. Employees whose work assignment entitles them to night differential shall receive the differential for hours taken as leave with pay until the first regular work day for which they would not be eligible for the differential.

7. OUTSTATION DIFFERENTIAL

Sworn personnel in this unit who are assigned to substation posts will receive four hundred dollars ($400.00) per month above their established salary range and step for special outstation pay.

8. RESIDENT POST MOVING EXPENSES

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

9. TRAVEL EXPENSE AND MILEAGE ALLOWANCE

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

10. EDUCATIONAL INCENTIVE PAY

1. ***Effective upon ratification of the 2015-2017 agreement, for*** those employees who are required to obtain Peace Officer Standards and Training Certificates and have obtained the Intermediate, Advanced and Management 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 ***fourteen (14)*** salary ranges above base salary will be paid for the Advanced Certificate.

   An additional ***eighteen (18)*** salary ranges above base salary will be paid for the Management Certificate

   An employee who has obtained both the Intermediate and Advanced Certificate above and beyond their current classification will be paid ***twenty-six (26)*** salary ranges above base salary. An employee who has obtained the Intermediate, Advanced, and Management Certificate above and beyond their current classification will be paid ***forty-four (44)*** salary ranges above base salary.

   Senior Investigators (D.A.) who have obtained the Supervisory P.O.S.T. Certificate will be paid ten (10) salary ranges above base salary.

2. One employee in this unit who is a Certified Polygraph Examiner shall be paid ten (10) salary ranges above base salary so long as they remain certified.

11. 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 of its regular staff. Toward this end, the County will provide reimbursement for courses and certification examinations which are directly related to the employee's present position or promotion within the County service. Reimbursement, which will be provided for tuition, fees and material costs directly related to the approved course, shall be limited to two hundred fifty dollars ($250.00) per course or one hundred dollars ($100.00) per semester or quarter unit, whichever amount is greater, not to exceed five hundred dollars ($500.00) 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).

12. DIFFERENTIAL PAY FOR OUT-OF-CLASSIFICATION WORK

Upon specific written assignment by the Sheriff, District Attorney or his/her designated representative, 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, benefits, and incentive pay the employee would receive if the assignment was a promotion to that position; provided, however, that 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.

13. LONGEVITY INCENTIVE FOR LAW ENFORCEMENT PERSONNEL

Those law enforcement personnel in the Sheriff's Department, and investigators under the direction and supervision of the District Attorney who have worked a total of ten (10) years or more in an active law enforcement capacity shall be paid a longevity incentive of ten (10) salary ranges above base salary. Eligible employees are those who are required to obtain a Basic Peace Officers Standard and Training (POST) 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 POST certificate.

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 ten (10) salary ranges above base salary. Eligible employees are those described above.

14. CLOTHING AND EQUIPMENT

A. All employees in this unit who are required by the Sheriff to maintain a uniform shall receive an annual uniform allowance of $635.00. Such uniform allowance shall be paid to all such employees in this unit on active payroll status on a bi-weekly pro-rata share of the annual amount.

B. 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, such as eyeglasses, hearing aides, dentures, watches, or articles of clothing necessarily worn or carried by the employee or required by the nature of his/her 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.

15. INSURANCE COVERAGE

A. The County and HDSO agree that County paid premiums for CalPERS medical plan medical 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 amounts 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 purpose 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) and can certify coverage in another medical insurance plan 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 his/her behalf.

E. Life insurance coverage shall be $10,000 coverage pursuant to the County's current life insurance policy.

F. Dental Insurance

The current County provided dental insurance coverage shall be maintained during the term of this M.O.U. with the County paying 100% of employee and eligible dependent premiums. Effective 1-1-2009 the 12 month wait for new hires for certain plan benefit coverage shall be eliminated. Effective 1-1-2009 the calendar year maximum benefit will be increased from $1,000 to $1,500 per person.

G. Vision Coverage

The current County provided vision coverage shall be maintained during the term of this M.O.U. with the County paying 100% of the premium for employee and eligible dependents (those covered on the County medical insurance). Effective July, 2008 covered benefits shall be doubled for claims incurred and filed after June 30, 2008.

H. Group Life Insurance

The County shall provide term life insurance group coverage of $10,000 for eligible employees regularly working at least 20 hours per week.

I. 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 LEM/HDSO who shall be responsible for paying the premium to the insurance carrier for the PORAC Insurance and Benefits Trust.

16. 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 or succeeding the scheduled holiday. A new employee whose first working day is after a paid scheduled holiday shall not be paid for the holiday, and an employee who is terminating and whose last day is the day before a paid scheduled holiday shall not be paid for that holiday. The scheduled holidays are the first day of January, the third Monday in January, the twelfth day of February, the third Monday in February, ***the thirty-first day of March (knows as "Cesar Chaves Day"),*** the last Monday in May, 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, and every day appointed by the President or Governor for a public fast, thanksgiving or holiday when so designated by the Board of Supervisors.

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

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. Holiday Unit Policy

Any employee who is required to work on a scheduled holiday shall be paid as specified in Article 21 (M.O.U.) 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 taken at any time with the approval of the appointing power. All holiday units granted but unused at the time of termination 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-day 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 Sunday. This paragraph is provided with the intent of assuring equitable treatment for all employees.

D. Disposition of Accumulated Holiday Credit Upon Termination

Accumulated holiday credit will be paid off in cash at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of the leave time.

17. 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 services, 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 appointing power of the employee. No employee shall be entitled to accumulate more unused vacation that the equivalent of that which has been earned during the preceding twenty-four (24) month period. No additional credit for vacation shall be allowed to an employee so long as he has to his credit accumulated unused vacation in the foregoing maximum amount. It shall be the duty of each appointing power 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 therefrom, without prior thereto having taken the earned vacation to his/her credit at the time, 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 his 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 his office or employment.

F. Payment for Vacation on Death

In case an employee dies while employed by the County with earned vacation to his credit at the time he/she dies, his heirs or legatees shall thereupon be paid the monetary value of such accrued vacation time computed upon the current salary

of the employee at the time of his 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. Vacation Conversion

Employees covered by this agreement shall have the option to convert up to ***two regular work*** week***s*** (80 hours) of vacation credit to cash or as a contribution to the County's deferred compensation plan. Such conversion shall be administered as follows:

1. Employees may request to convert vacation credit during the month of November, on a form provided by the Auditor-Controller's Office.

2. Said conversion shall be paid to employees or contributed to the County's deferred compensation plan on either the first or second payday in December.

3. Employees may convert up to ***two*** regular work week***s*** (80 hours) of vacation credit to cash or as a contribution to the County's deferred compensation plan.

4. Employees may only request vacation conversion one time per calendar year.

18. SICK LEAVE WITH PAY

A. Computation of Sick Leave

Employees shall earn and shall be entitled to eight (8) hours 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 appointing power shall approve sick leave only after having ascertained that the absence was for an authorized reason. He may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. If the appointing power does not consider the evidence adequate, he shall disapprove the request for sick leave.

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 of his accumulated sick leave, or his accumulated vacation, or his accumulated compensable overtime, as when added to his disability indemnity will result in a payment to him of not more than his 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 his accumulated sick leave, vacation or overtime, or all, are exhausted, he 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, but in no case shall a regular part-time employee be allowed sick leave benefits until said employee has completed an aggregate of one hundred fifty (150) hours work as such part-time employee.

F. No Leave Allowed for Certain Causes

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

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

Sickness or disability sustained while on leave of absence other than his/her 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 appointing power 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 abrogate all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters 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 his or her unused sick leave at the time of his or her separation. Completion of nineteen (19) years of continuous service to the County qualifies an employee to be compensated for seventy-five percent (75%) of his or her unused sick leave at the time of his or her separation. Completion of twenty-four (24) years of continuous service to the County qualifies an employee to be compensated for one hundred percent (100%) of his or her unused sick leave at the time of his or her separation.

Employees hired after December 31, 1996 shall not be eligible for compensation for unused sick leave upon separation from County service.

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 his credit at the time of his layoff in accordance with the provisions of Subsection K above. At the time of his reinstatement to County service from a layoff list, any such employee shall receive credit for all unused sick leave time for which he did not receive compensation under the provisions of Subsection K at the time of the layoff.

N. Sick Leave Compensation Upon Retirement

Upon the retirement from County service of an employee who is eligible to receive compensation for unused sick leave pursuant to the provisions of Article 18 K of this M.O.U., such employee may elect to have such compensation applied toward the full cost of health insurance premiums if the employee has elected to continue the County group health plan.

O. 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 18.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 amount of sick leave an employee may elect to convert is based upon 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. The employee may elect to do this in one deposit or to have three separate deposits in three separate calendar years.

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

Any sick leave subject to compensation per 18.K. that remains upon separation shall be paid to the employee by check or by deposit into deferred compensation, at the employees' option.

19. LEAVES OF ABSENCE

A. Leaves Without Pay

1. LEAVE POLICY

Leaves 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 Personnel Director. Requests for leave of absence without pay of less than ten (10) working days duration, for other than medical reasons or union business, 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 his/her 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

If the department head denies the request he/she shall submit the reason(s) therefore in writing to the employee.

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.

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 appointing power 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 M.O.U. Article 18) may be granted to an employee whose employment status normally entitles him to vacation and sick leave benefits, for the care or attendance upon members of his immediate family who are sick, upon request to and the approval of the appointing power. 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 their position bears to full-time.

Up to five (5) days of special leave with pay may be granted to an employee whose employment status normally entitles him to vacation and sick leave benefits, for each episode involving one or more deaths that occur in the employee's immediate family, upon request to and the approval of the appointing power.

"Immediate family" shall mean husband, wife, domestic partner, parent, child, grandparent, grandchild, brother, sister, foster child, stepchild, or other child relative for whom care is being provided by an employee. Father-in-law and mother-in-law are to be included in the special leave for immediate family death.

After giving H.D.S.O. prior notice, the County may change Family Sick Leave calculation from a calendar year to be effective the first payroll period beginning in January and ending the last pay period beginning in December.

D. Medical Leave of Absence

1. Subject to the other provisions of Article 19 D and Merit System Rule X, Section 3 A, an appointing power may, with the approval of the Personnel Director, grant a leave of absence without pay to an employee whose ability to perform his or her normal duties has 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 a 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 his or her 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 appointing power, 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 a similar medial 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.

   c. Under unusual circumstances, the Personnel 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 a medical leave of absence, and recurrences of the same injuries or 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 his or her 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 his 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 his appointing power to a classification for which he 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 Personnel 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 appointing power shall, with the approval of the Personnel 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 appointing power 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 Personnel 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 Personnel Director and a copy of such notice shall be filed with him.

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 appointing power shall property 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.

Appointing powers are responsible for insuring that these provisions are observed by all concerned.

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.

Mileage payments may be retained by an employee providing his own transportation to court.

In the case of a member of the Sheriff'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 appointing authority, 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 from his or her 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 appointing authority shall advise the Auditor-Controller concerning the date and duration of this 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.

I. Parenthood Leave

1. 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.

2. 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.

3. UNPAID MATERNITY LEAVE

a. 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.

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

4. UNPAID ADOPTION LEAVE

a. A female employee may be granted medical leave for a newly adopted child, pursuant to the provisions of Sections 3 a and 3 b of this Article: Section 3 a as to the time limits and Section 3 b as to exhaustion of all paid leave benefits.

b. 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.

J. 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.

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.

K. Catastrophic Leave

1. 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 of his/her 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 of his/her 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.

2. Conditions Under Which Paid Leave Time May Be Donated to an Employee

a. 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.

b. Donations must be made in increments of one regular work day (or more) from the donating employee.

c. 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.

d. 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.

e. 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.

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

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

3. Conditions Under Which Paid Leave Credits May Be Used

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

b. 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.

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

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

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

f. 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 his or her regular job.

20. RETIREMENT BENEFITS

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.

Current 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.

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.

*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.

PERS Pick-Up

Pursuant to Government Code 20516, employees may "Share" in the cost of additional benefits provided by the employer. In recognition of the fact that retirement costs have been rising to the employer and PEPRA has established a goal for the parties to share in the "normal" costs of the retirement plan and the LEM membership has benefited from the improved retirement formula of 3% @ 50, the parties voluntarily agree to all employees sharing the employer costs in the amount of 3% effective the first full pay period after April 1, 2016. It is the intent that all members of the unit contribute 3% of the employer rate, including those covered by 2.7% @ 57 safety, 2% @ 55 (tier 2), and 2% @ 62 (tier 3) miscellaneous formulas as expressed in the following chart:

Category	*Employee Contribution*	*Gov. Code 20516 Cost Sharing*	*Total Employee Contribution*
Safety Classic 3@50	*9%*	*3%*	*12%*
Safety PEPRA (new hires post 1/1/13 2.7@57	*10.75% (subject to Actuary change annually)*	*3%*	*13.75%*
Miscellaneous 2.7@55	*8%*	*3%*	*11%*
Miscellaneous 2@55	*7%*	*3%*	*10%*
Miscellaneous 2@62	*6.25% (subject to Actuary change annually)*	*3%*	*9.25%*

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

1. At the time of retirement, employees covered in this unit may choose an option of deferred compensation of lump sum payments of benefits accrued; such compensation to be made during January of the following calendar year.

2. Employees choosing the above option are advised to consider professional tax assistance regarding deferred compensation and related matters.

3. Benefits accrued are outlined in Salary Resolution Section 9 (Overtime, On-Call and Call-Back), M.O.U. Article 17 (Vacations), M.O.U. Article 18 (Sick Leave with Pay), and M.O.U. Article 16 (Holidays).

21. NOMINAL 40-HOUR WEEK

A. Personnel in this unit shall work the number of hours per day, the number of days per week and the specific days of the week as assigned by their department head. The work week for employees in this unit shall be a nominal 40-hour week. That is, employees shall be expected to accomplish results in their positions regardless of the time actually worked, and the time necessary to complete work assignments is not limited to a set number of work hours in a given day or week. Employees in this unit shall, therefore, arbitrarily record on their time cards forty (40) hours worked for each work week. Vacation, sick leave and other paid leave will be accounted for in the same manner as for other employees.

B. Personnel in this unit agree that they shall not be entitled to earn compensatory time off, nor shall they be eligible for administrative leave which may be granted to other designated management employees.

Administrative Leave

Effective fiscal year 2008-2009 full-time employees covered by this M.O.U. shall receive ten (10) days of administrative leave per fiscal year. Administrative leave is defined as time off work with pay granted to the employee for personal purposes. Said leave must be taken during the course of the fiscal year. Such leave shall not be carried into succeeding fiscal years, and such leave shall be forfeited upon termination of employment. Employees hired into a full-time position covered by this M.O.U. shall receive ten (10) days of administrative leave effective upon the date of hire and shall be eligible to use said administrative leave immediately. The Department Head shall make reasonable accommodation to allow employees to use administrative leave.

Under unusual circumstances, if a Department Head is unable to allow an employee to utilize their administrative leave during the fiscal year because of a natural disaster or some other emergency condition which has significantly increased the employee's workload, the employee may request the unused administrative leave be carried into the next fiscal year. The employee shall make such request in writing to the Department Head. If the Department Head attests that the reasons for the request meet the conditions outlined above and concurs with the request, the request shall be sent to the Personnel Director for final review on or before June 15. Administrative leave carried over but not used prior to September 30 shall be forfeited.

C. Benefit Accumulation

After giving H.D.S.O. prior notice, the County may change all pertinent M.O.U. provisions for vacation, sick leave, family sick leave and bereavement leave so accumulation and usage is in hours.

22. CASH COMPENSATION FOR 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.

23. CASH COMPENSATION FOR 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.

24. REST PERIODS

Each appointing power shall grant rest periods to employees of his/her department. Such rest periods shall not exceed fifteen (15) minutes in any three and one-half (3 ½) consecutive hours of work. Rest period time not taken cannot be accumulated.

25. FIREARM TRAINING

Firearm training and firearm qualification 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.

26. 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 voluntary separation from County service. Request for the purchase must be made no later than 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.

27. 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 his/her physical exam with his/her 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 not required 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 his/her 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 alternate exams.

E. Authorization

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

F. An employee who does not adhere to the recommendation(s) of his/her 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 heart attack, hernia and pneumonia, as per Labor Code Section 3212 or any other Code section concerning "presumptive" issues, may be subject to disciplinary action up to an including discharge.

G. Payment of Claim

The County will pay the $100 or $200 toward the cost of the exam upon receipt by the Sheriff 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.

28. 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.

29. 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 appointing power or his/her designee.

30. MEDICAL EXAMINATIONS

A. The Personnel Director may, at any time, require an examination of any employee if there is reasonable cause to suspect that the employee may be a menace to his fellow workers or the public because of any health condition. The County will pay for such medical examination(s) specifically required by the Personnel Director.

B. In any examination when a condition is found that affects the ability of the employee to provide fit and efficient service in the position that the employee holds, it will be the responsibility of the employee to correct the condition, if possible, or to accept whatever action may be taken by the appointing power. The employee, therefore, shall be responsible for the costs incurred for any follow-up medical care to correct the condition.

31. 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 and Marshal's patrol vehicle may be determined by the employee, assigned to operate the vehicle, and his/her 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. The 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 "seat belts" shall be a waist type identical to California Highway Patrol (C.H.P.) standards. To the extent it is authorized by State and Federal regulations, the County shall install waist belts in addition to the safety harness furnished in patrol vehicles for optional use by officers, in the same manner and fashion as is currently being furnished by the C.H.P. for patrol vehicles.

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

J. The County agrees that Sheriff's Department vehicles assigned to the Civil and Warrant Section shall not have the exterior markings of a patrol vehicle but otherwise shall be the same make, model and specifications as C.H.P. vehicles.

32. SAFETY

A. Equipment

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

B. Maintenance of County Equipment

Sheriff's Department employees will not 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

C. Safe Working Environment

A Departmental Safety Committee shall be established with a representative from each work unit in the Department and a representative from H.D.S.O. Recommendations from the Safety Committee shall be forwarded to the Sheriff and the County Risk Manager.

33. OFFICER INVOLVED SHOOTINGS

A qualified Department of Justice criminalist shall be requested to assist in the investigation of all officer-involved shootings.

34. MIRANDA WARNING

The Miranda Warning applies only to an investigation of a criminal allegation, and not that which is a violation of civil conduct as established by Departmental rules and regulations. Therefore, the Miranda Warning in the Departmental Policy (Gen. Ord. 76-5, IV) is not applicable to LEM employees.

35. EMPLOYEE REPRESENTATIVE RELEASE TIME

Employees have the right to be represented 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 union representative.

36. 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. The Article is applicable only to crime reports that are the result of alleged off-duty activity outside the scope and force of employment.

37. 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 37 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 appointing power 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 Adjustments

1. 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 by him 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 by him to the County in the same class. The effective dates of each step increase will be the anniversary date of such employee.

2. 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 by him 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/her present class shall receive the minimum salary for that class or the rate in the new range which is next above his/her 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 him/her to 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 is 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 if the present salary falls between the 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 an appointing power who is a relative of the appointing power, and no person shall be assigned to a position that would cause him to directly supervise or be supervised by a relative, except in cases where female prisoners require escorts, or, upon approval of the Personnel 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.

38. LAW ENFORCEMENT-RELATED EQUIPMENT PURCHASE

Once each calendar year employees in this unit may request that the County purchase law enforcement-related equipment on their behalf. The equipment must be approved by the

requesting employee's appointing authority 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 article until any previous purchase has been paid in full by the employee. The amount of the equipment shall not exceed $1,000 in total cost.

For purposes of improving the overall law enforcement professionalism relative to law enforcement equipment which may be used by LEM members, the County agrees to pay a one-time payment in the amount of $704.00 to each member of the bargaining unit who is in a paid status as of the first pay period of July 2014. The intended use for this equipment allowance is to allow members to supplement their personal equipment inventory providing for improved law enforcement services to the community served.

39. PROMOTION/TRANSFER TO NON-SAFETY POSITIONS

An employee who promotes or transfers from a safety position to a non-safety position within the County service may not voluntarily or otherwise demote back or transfer back to a safety position.

NOTE: Because the Merit System Rules apply to all County employees, they shall not be physically amended to add the hereinabove exception for employees in this unit. However, consistent with Article 55 hereinbelow, all current written provisions affected by this Article dealing with demotion and transfer shall be interpreted as if the Merit System Rules had been physically amended to include this exception.

40. 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 calculated as in Subsection D above is greater than an employee currently in the lower class.

41. BREAK IN SERVICE/SENIORITY CALCULATION – TEMPORARY APPOINTMENTS

Time served under "temporary" appointment status may, under certain specific conditions, count toward the calculation of qualifying time served pursuant to the provisions of M.O.U. Article 17 H (Vacations); M.O.U. Article 18 J (Sick Leave); Merit System Rule V, Section 2 (Probationary Period); and Merit System Rule VII, Section 3, D (4) (Layoff) the following shall apply:

A. Only full time employment shall be counted. Full-time employment is 75 or 80 hours per pay period, depending upon the job class and department.

B. Less than 75 or 80 hours per pay period, depending upon the job class and department, shall be considered a break in service, except as described in Section C hereinbelow. Seniority shall be calculated from the first day of the pay period following a break in service.

C. Whenever a holiday observed by the County pursuant to M.O.U. Article 16 falls on a day when an employee serving in a temporary appointment might normally have been expected to work except for such holiday, the unpaid holiday shall not be considered a break in service.

The provisions of this article shall apply to employees who are in temporary status on the effective date of this M.O.U., but shall not apply retroactively to employees now in regular positions who formerly held temporary employment status.

42. WORKING IN TWO OR MORE DEPARTMENTS

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 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.

43. REGULAR PART-TIME STATUS

A. The County and the Union agree that employees in regular part-time positions within the classified service (as defined below) shall be subject to the following:

Regular part-time position: A position in the classified service in which an employee is paid on an hourly basis for working a continuing, year-round work week of fewer hours than the established work week, but one-half (1/2) or more of a regular full-time work week, in the department in which he/she is employed. Employees working less than half-time (0.5 FTE) shall be considered extra-help as described in Safety Resolution Section 2 C (4).

Probationary Period

1. Amend Merit System Rule V (PROBATIONARY PERIOD) Section 2 (Length of Probationary Period) as follows:

   Appointments made from open or promotional employment lists to regular full-time and regular part-time positions shall be subject to a probationary period. With the approval of the Personnel Director, continuous temporary or provisional service prior to appointment shall be counted as part of the probationary period provided that the temporary or provisional service was in the same class and the same position to which the probationary appointment is made. A probationary period shall be for six (6) months for all employees except as hereinafter provided. In the case of regular part-time employees, six (6) calendar months of part-time employment shall be considered the probationary period unless extended pursuant to this Rule.

   The appointing power may request an extension of the probationary period up to a total of twelve (12) months on an employee. The request shall contain the reasons and justification for the extension, duration of extension, and be accompanied by the employee's six month performance report. If approved by the Personnel Director, the employee shall be notified in writing by his appointing power of the extension of his probationary period. An employee attains permanent status unless otherwise notified prior to completion of the probationary period.

2. All other sections of Merit System Rule V shall apply to regular part-time employees.

B. Termination of Employment

1. Amend Merit System Rule VII (TERMINATION OF EMPLOYMENT) Section 3 (Layoff) as follows:

   E. (2) Employees in the same class shall be separated during a reduction in force, according to the type of appointment under which they serve, in the following sequence: emergency, temporary, provisional, substitute, probationary, permanent.

E. (3) The layoff of employees in grant-funded positions shall be guided b pertinent regulations set forth in the grant contract. Any grant funded employee may be displaced by a qualified substitute, probationary, or permanent employee in the same department who is scheduled for layoff and who has a larger number of seniority credits than the grant-funded employee.

G. Demotion in Lieu of Layoff

An employee who is laid off may demote to a lower class in the same department which has similar duties, responsibilities, and requirements, as designated by the Personnel Director, providing the total seniority credits exceed the total seniority credits of one employee in the lower class. In the event that a regular part-time employee elects to demote to a lower class in which only full-time employees are less senior, the regular part-time employee must accept full-time employment in order to demote. To be considered for demotion in lieu of layoff, an employee must notify the Personnel Director in writing of his selection not later than seven (7) calendar days after receiving the notice of layoff.

C. All other sections of Merit System Rule VII shall apply to regular part-time employees.

D. The following provisions shall apply to regular part-time employees:

- Merit System Rule IV, Sections:
  3. Promotional Examinations
  8. Reinstatement

- Merit System Rule VI, Sections:
  3. Demotion
  4. Transfer
  5. Annual Performance Report

44. OUTSIDE EMPLOYMENT

A. Policy on Incompatible Activities

1. Each employee and officer of the County of Humboldt, regardless of the capacity in which he/she may be employed, is hereby prohibited from engaging in any activity inconsistent, incompatible or conflicting with his/her duties or which might impair the impartial performance of his/her duties. Any employee engaging in outside employment shall notify his/her appointing power 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 his/her efforts will be subject to approval by any officer, employee, board or commission of Humboldt County unless otherwise approved in the manner prescribed below.

2. Each appointing power may determine those outside activities which for employees under his/her jurisdiction are inconsistent with, incompatible with, or in conflict with their duties as Humboldt County officers 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 appointing power, within five (5) days after written notification of the decision, by written appeal to the Personnel Director who shall affirm, reverse or modify the decision of the appointing power. The employee or officer may then, within five (5) days after written notification of the decision of the Personnel Director, appeal in writing to the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.

B. <u>Prohibition Against Personal Use of County Equipment</u>

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 the 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 on 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 immediate dismissal from the County service of the officer or employee guilty thereof.

45. NON-DISCRIMINATION

Both the County and H.D.S.O. agree that they shall not discriminate against any employee or employee applicant on the basis of age, race, sex, creed, color, national origin or ancestry. Neither the County not 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.

46. SEXUAL HARASSMENT: PROHIBITION

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 of command, the grievance process shall be initiated at the next higher level in the chain of command.

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

47. EXCEPTIONS TO MERIT SYSTEM RULES

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

B. Merit System Rule VI, Section 5 (Annual Performance Report) shall be read as follows:

(a) Each supervisor shall, upon completion of proper training, annually evaluate the performance of all employees he supervises two weeks prior to their anniversary dates on forms provided by the Personnel Director. Furthermore, each supervisor shall thereafter counsel the employee who he has appraised regarding their job performance. Performance evaluations may be conducted at any time to recognize exceptional or marginal performance.

(b) If an employee chooses to refuse to sign the performance evaluation report, this fact will be noted on the evaluation form by the supervisor prior to placing the evaluation report in the employee's personnel file. An employee shall have the right to make written comment pertaining to the evaluation and to have such written comment entered into his or her personnel file.

C. Merit System Rule VII, Section 3 F (Notice to Affected Employees), the first sentence shall be read as follows:

After being advised by the appointing power of the number of positions involved, the Personnel Director shall send written notice to the last known address of each employee affected by a reduction in force by certified mail, return receipt requested, or by hand-delivering such written notice. Such hand delivery shall be accompanied by a notice of receipt of delivery to be signed by the employee.

D. Merit System Rule VII, Section 3 M (Employee Appeal Rights) shall be read as follows:

1. An employee who is laid off under this procedure shall have the right to appeal such layoff, subject to the conditions contained in this paragraph. Any appeal of a layoff shall be restricted to seniority score computation, classes to which demotion may occur, or other mechanical or procedural aspects of the layoff process, and shall not be based upon the merits of or necessity for the layoff as determined by the Board of Supervisors or its designee.

2. All appeals pertaining to the layoff procedure shall be filed in writing with the Personnel Director within ten (10) calendar days of the date of delivery or attempted certified mail delivery of the notice of layoff to the employee. The Personnel Director shall have the discretion to partially or totally adjust the appeal in the employee's favor in lieu of initiating the Appeals Panel process in Merit System Rule XI; otherwise the Personnel Director shall submit the appeal to the Merit System Appeals Panel as specified in Rule XI.

(3) All appeals pertaining to the layoff procedure shall contain the following information:

(a) the name of the employee;

(b) the employee's class title;

(c) the employee's department, division and section;

(d) the employee's mailing address;

(e) a statement explaining the nature of the appeal;

(f) a proposed solution to the matter;

(g) the date of execution of the appeal document; and

(h) the signature of the employee.

E. Merit System Rule X, Section 1, Subsection (L) shall be read as follows:

L. 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.

F. Merit System Rule X, Section 2 (Procedure), in the second paragraph (d) shall be read as follows:

(d) a statement advising the employee of the right to respond, either verbally or in writing, to the appointing power or his/her designee proposing the action before the effective date.

G. Merit System Rule XI, Section 3 A (Layoff Appeals) shall be read as follows:

Submitted by the employee to the Personnel Director within ten (10) calendar days of the date of delivery or attempted certified mail delivery of the notice of layoff (Rule VII, Section 3 M).

NOTE: Because the above stated Merit System Rules apply to other County employees not in this bargaining unit, they shall not be physically amended to conform to the hereinabove exceptions for employees in this unit. However, consistent with Article 55 hereinbelow, the above stated Merit System Rules shall be interpreted as if the amendments had been physically made.

48. ADMINISTRATIVE ISSUES – RESOLUTION NO. 81-126

A. 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.

B. 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.

49. LEM 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 communication.

F. 1. Access to employee 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 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.

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

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

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

I. A copy of the "HUMBOLDT COUNTY RECOMMENDATIONS ON THE BUDGET" of the Sheriff's and District Attorney's Departments shall be available for purchase by the H.D.S.O.

J. The President of H.D.S.O. or his/her designee from the H.D.S.O. E.E.R. Committee may attend staff meetings of the Sheriff's 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.

K. 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. These actions shall include but not be limited to Internal Affairs Investigations and Pitchess Motions.

L. 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. This 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.

M. Employee Representative Compensation

A reasonable number of "designated" employee representatives of LEM, not to exceed three, 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.

N. Authorized Agents

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

1. Management's principal authorized agent shall be the County's Employee Relations Officer or his duly authorized representative(s); address: Humboldt County Courthouse, 825 Fifth Street, Room 100, Eureka, California 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.

2. Humboldt Deputy Sheriffs' Organization's principal authorized agent shall be its President or Manager; address: P.O. Box 1352, Eureka, California 95501; telephone: (707) 445-1553.

50. MAINTENANCE OF WRITTEN RIGHTS

A. All written rights within the scope of representation as of the date of ratification of this M.O.U. by both LEM and the County which are not specifically set forth in this M.O.U. shall remain in full force, unchanged during the term of this M.O.U., unless changed by mutual agreement.

B. Any County change of an unwritten rule or past practice shall first require consultation with representatives of this unit.

51. 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;

B. Employer-Employee Relations Policy;

C. County Salary Resolution;

D. Sheriff's and District Attorney's 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.

52. UNWRITTEN PAST PRACTICES

A. The County is not obligated to honor or continue "unwritten" past rules, regulations, procedures, practices or policies.

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

53. 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 the 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 this 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 and 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.

54. 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 the Article of this M.O.U. entitled "Term of Agreement."

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., he or she will not 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.

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.

55. CONCLUSIVENESS

A. LEM 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 LEM shall not be obligated to meet and confer on any matter within the scope of representation:

1. whether or nor specifically referred to in this M.O.U.;

2. whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;

3. whether or not the matters were proposed and later withdrawn during negotiations.

B. Except as herein provided, any and all prior or existing Memoranda of Understanding are hereby superseded.

C. 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 by the parties.

56. SAVINGS CLAUSE

A. 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 law by any governmental 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.

B. In the event an article or provision of this M.O.U. is suspended pursuant to the above, either party to this M.O.U. has the right to initiate meet and confer on the effect of such suspension.

57. TERM OF M.O.U.

A. Effective Dates

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 ***September 30, 2017.***

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 ***September 30, 2017***, pending a new M.O.U.

C. Ratification

The provisions of this M.O.U. were ratified by the membership of the LEM on ***February 22, 2016*** and the Humboldt County Board of Supervisors on ***March 1, 2016.***

FOR THE COUNTY:

9/7/16

MARK LOVELACE — Date
Chairman, Humboldt County
Board of Supervisors

9/22/16

AMY NILSEN — Date
County Administrative Officer

8/17/16

DANIEL J. FULKS — Date
Director of Human Resources

FOR THE LEM:

9.21.16

DENNIS YOUNG — Date
President L.E.M.

9/26/2016

Date

LEM Representative

SALARY RANGES FOR
LAW ENFORCEMENT MANAGEMENT
CLASSES REPRESENTED BY
HUMBOLDT DEPUTY SHERIFFS' ORGANIZATION
UNIT 7

CLASS NUMBER	CLASS	SALARY RANGE 4-10-16	SALARY RANGE 7-03-16	SALARY RANGE 1-01-17
~~404~~	~~Chief Investigator (DA)~~	~~477~~	~~481~~	~~486~~
404	**Chief Investigator (DA)**	**483 ***	**487 ***	**491 ***
0437	Correctional Captain	481	485	489
0419	Correctional Lieutenant	467	471	475
405	Senior Investigator (DA)	451	455	459
402	Sheriff's Captain	481	485	489
406	Sheriff's Lieutenant	461	465	469
400	Undersheriff	534	538	542

*Due to a missed transaction in 2008 subsequent schedules resulted in understatement until corrected in 2016. (See Resolution No. 08-86, 9/23/2008)