



**HUMAN RESOURCES**  
**COUNTY OF HUMBOLDT**

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DATE: January 7, 2019  
TO: William Honsal, Sheriff  
FROM: Lisa DeMatteo, Director – Human Resources *LD*  
SUBJECT: Review of Employee Records – Jason Bengé

Cpt. Christian requested a review of Lt. Jason Bengé's employment records related to recent employment actions and the impact of recent MOU changes. Specifically, I reviewed effective date(s) & details of recent transfer(s), relevant Merit Systems Rules & MOU language related to the 2018 one-time payment issued to LEM covered employees and wage increases for AFSCME covered employees.

**Background Information**

- March 12, 2017, Lt Bengé promoted to Compliance Officer in the Sheriff's Department (an AFSCME position)
- July 20, 2018 – One-time lump sum payment issued to LEM employees per negotiated MOU
- August 12, 2018 – Lt. Bengé promoted to Correctional Lieutenant in the Sheriff's Department (a LEM position)
- August 21, 2018 – Wage increases approved for AFSCME employees per negotiated MOU

**Issues**

1. Lt. Bengé was denied the one-time payment issued to LEM employees on July 20, 2018
  - a. Sheriff's department leadership requests that Lt. Bengé receive the one-time payment
2. On transfer to Correctional Lieutenant, Lt. Bengé was placed at Step 1A in salary range 480
  - a. Sheriff's department leadership requests for Lt. Bengé to receive an advanced step based on what his pay would have been had he stayed in the AFSCME position rather than transferring to a LEM-covered position on August 12, 2018

## Discussion

The employee impact of language changes and timing of MOU negotiations is often not known until negotiations have concluded. Unfortunately, there is no completion timetable during active negotiations and business continues throughout the process. Business such as transfers, new hires and terminations are often impacted, sometimes in unintended ways, by the timing of and completion of negotiations.

There are legal requirements we must follow in the administration of an MOU:

- language is developed through the negotiation process and is legally binding by both negotiating parties (the county and the membership organization), and
- changes to language cannot be made outside of bargaining, nor can they be made unilaterally, and
- the very nature of the negotiations process leads to decisions made by a bargaining unit as a group, and
- administration of the MOU does not permit decisions made on an individual level.

In administration of the provisions of applicable MOUs and the Merit Systems Rules impacting the issues, I reviewed the following articles from the LEM MOU:

- Article 5.B.2, Wages – “All members of the bargaining unit shall receive a one-time, nonrecurring, non-pensionable lump sum payment of one thousand two hundred (\$1,200.00) dollars early in the term of the new MOU.”
- Article 59.B, Term of MOU – Effective Dates – “. . . this MOU shall be effective only from the date of ratification of this MOU by both the HDSO and the County to and inclusive of June 30, 2020.”
- Article 59.C, Term of MOU – Ratification – “The provisions of this MOU were ratified by the membership of the LEM on April 18, 2018 and the Humboldt County Board of Supervisors on June 12, 2018

And the following from the AFSCME MOU:

- Article 29.2.1, Salaries – “Effective the first full pay period following adoption of the successor MOU by the Board of Supervisors or as soon thereafter that is administratively feasible, each bargaining unit employee shall receive a 1.0% or two (2) salary range increase to base pay.”
- Article 61.1, Terms of Agreement – “Except as specifically set forth herein, the Articles of this Agreement shall be effective only from October 1, 2017, to and inclusive of December 31, 2020.”
- Article 61.3, Terms of Agreement – Ratification – “The provisions of this Memorandum of Understanding were ratified by the membership of the Union on July 25, 2018, and the Humboldt County Board of Supervisors on August 21, 2018. A copy of the MOU adopted by the Board of Supervisors shall be provided to the Union within thirty (30) days of the date of adoption.”

And the following from the Merit System Rules

- Rule III.4 – Promotion – Effect upon Rate of Compensation – “. . . When the normal promotion or reclassification of an employee to a higher class would result in a wage

rate increase of less than 5%, the wage rate of such employee will be adjusted to the step in the new range which is at least 5% higher than the present wage rate, or the maximum wage rate for the class, whichever is less.”

### **Conclusion**

The LEM MOU was ratified by the Board of Supervisors on June 12, 2018 and the one-time lump sum payment was issued on July 20, 2018. Lt. Bengé was not in a LEM position at the time of ratification or issuance of the one-time lump sum payment and is therefore not eligible for this payment.

The AFSCME MOU was ratified by the Board of Supervisors on August 21, 2018. Lt. Bengé transferred from the AFSCME bargaining unit covered position on August 12, 2018, and he was therefore not eligible for the initial increase approved in the MOU. As of August 12, 2018, Lt. Bengé was at Step E in wage range 417 at a pay rate of \$30.99 per hour. On transfer, Lt. Bengé moved to Step 1A in wage range 480 (per Merit System Rules) at a pay rate of \$33.07 per hour. The amount of the increase equaled 6.29%. Lt. Bengé was placed appropriately at Step 1A per the Merit System Rules.

Thank you for the opportunity to review the information relevant to Lt. Bengé’s transfer and impact to his pay. Please feel free to contact me if you have questions or need further clarification.