



COMPENSATION PLAN

FOR DESIGNATED MANAGEMENT & CONFIDENTIAL EMPLOYEES

EFFECTIVE JANUARY 1, 2025 THROUGH AND INCLUSIVE OF DECEMBER 31, 2026

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1. **Applicability**

This plan covers the salaries and benefits of employees in positions that have been designated as “Management” or as “Confidential” by the County Employees Relations Officer as listed in the County of Humboldt Compensation Schedule. It does not apply to elected or appointed department heads, nor does it apply to employees in Unit 7 (Law Enforcement Management).

2. **Public Employee’s Retirement System**

Per IRS Code Section 414 (H) (2), the County shall implement IRS Code Section 414 (H) (2) by having employees pay their own required member contributions to the Public Employee’s Retirement System. This shall apply to both miscellaneous and safety categories.

Tier One Retirement Plan: For miscellaneous employees hired by the County prior to June 6, 2012, the retirement formula shall be 2.7% @ 55 and have the final compensation period of the single highest year salary. For safety employees covered by this pay plan and hired prior to January 1, 2013, the retirement formula shall be 3% @ 50 and have a final compensation period of the highest three (3) year average salary.

Tier Two Retirement Plan: for miscellaneous employees first hired by the County on June 6, 2012, through December 31, 2012, the retirement formula shall be 2% @ 55 and have a final compensation period of the highest three (3) year average salary. For safety employees covered by this pay plan, effective January 1, 2013, the retirement formula shall be 2.7% @ 57 and have a final compensation period of the highest three (3) year average salary consistent with PEPRAs.

Tier Three Retirement Plan: For miscellaneous employees first hired by the County (as defined in PEPRAs) on or after January 1, 2013, the retirement formula shall be 2% @ 62 and have a final compensation period of the highest three (3) year average salary in compliance with PEPRAs.

Retirement Cost Sharing GC 20516: All employees in this unit receiving miscellaneous or safety retirement benefits shall share/pay three (3) percent of pensionable income towards the Employer CalPERS retirement rate.

3. **Salary**

a. Adjustments

Effective at the beginning of the pay period during which the Board of Supervisors adopts this Agreement, the County shall increase compensation for the following classifications:

- Assistant County Counsel (Class #0603) – 30 Salary Ranges (15%)
- Assistant District Attorney (Class #0616) – 30 Salary Ranges (15%)
- Assistant Public Defender (Class #0625) – 30 Salary Ranges (15%)
- Deputy County Counsel I-IV (Class #0600) – 30 Salary Ranges (15%)
- Senior Deputy County Counsel (Class #0598) – 30 Salary Ranges (15%)
- Supervising Attorney (Class #0610) – 30 Salary Ranges (15%)
- Supervising Child Support Attorney (Class #0364) – 30 Salary Ranges (15%)

b. The County will adopt amendments to the Salary Resolution as needed to reflect recent changes in the law concerning composition of non-exempt employees' regular rates of pay and the calculation of overtime compensation.

c. The Parties will meet periodically during the term of the Compensation Plan to update, clarify, reorganize or otherwise improve the document through mutual agreement. The Parties will memorialize any mutually acceptable changes. The County may reopen negotiations during the term of the Plan to negotiate impacts, if any, associated with changes made to comply with Fair Labor Standards Act.

4. One-Time Payments

Each regular employee will receive a non-pensionable, non-recurring lump sum payment in the amount of \$2,000 *minus applicable payroll deductions* during the first full pay period after adoption of the Compensation Plan by the Board of Supervisors.

Each regular employee will receive a non-pensionable, non-recurring lump sum payment in the amount of \$1,000 *minus applicable payroll deductions* during the first full pay period of July 2026.

5. Sick Leave with Pay

a. Computation of Sick Leave. Employees in regular full-time positions shall earn and shall be entitled to the hourly equivalent of one (1) working day of sick leave for each month of service. Such sick leave 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 license 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. Furthermore, under no circumstances shall an employee accrue sick leave when the employee is absent from work and has exhausted all paid leave accruals.
- c. Approval by Department Head. The appointing power, or designee, shall approve sick leave only after ascertained that the absence was for an authorized reason. After three (3) days of absence due to sickness, the Department Head may require the employee to submit substantiating evidence including, but not limited to, a licensed physician (including Doctor of Chiropractic), nurse practitioner, or physician's assistant certificate using the County's Health Care Provider Certification form. If the appointing power does not consider the evidence adequate, he or she shall disapprove the request for sick leave. A person who is ill without benefit of sick leave will not be considered absent without leave (AWOL) due to the lack of sick leave provided they have met the above requirements for sick leave approval. If the County has placed the employee on notice of attendance issues in writing, the County may require the employee to submit substantiating evidence at any time (waives the 3-day grace period for a doctor's note).
- d. No Payment for Accumulation on Termination. Termination of an employee's service shall cancel 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 section 5h of or as provided by the PERS sick leave credit option. Payment shall be made to any employee for used sick leave time accumulated to their credit at the time of their termination in accordance with the provisions of section 5f below except that no employee hired after January 1, 1997, shall receive payment for sick leave accrued upon termination.
- e. No Sick Leave for Emergency or Temporary Employees; Exceptions. No sick leave with pay is allowable to temporary or emergency employees except as provided by law; 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 by this section.
- f. Part Pay Accumulation on Termination (15-25 Years). Any County employee hired prior to January 2, 1997, who separates from County service for any reason is entitled to receive compensation for unused sick leave accumulated to the time of sick separation on the basis of the following schedule:

Years of Continuous Service	Compensation Percentage
0-14	0%
15-19	50%
20-24	75%
25 or more	100%

- a. The compensation schedule shall be interpreted as follows:
 - i. Completion of fourteen (14) years of continuous service to the County qualifies an employee to be compensated for fifty (50%) of their unused sick leave at the time of their separation
 - ii. Completion of nineteen (19) years of continuous service to the County qualifies an employee to be compensated for seventy-five (75%) of their unused sick leave at the time of their separation
 - iii. Completion of twenty-four (24) years of continuous service to the County qualifies an employee to be compensated for one hundred (100%) of their unused sick leave at the time of their separation
- b. The compensation shall be calculated on the basis of the base salary earned at the effective date of separation
- c. Any County employee hired prior to January 2, 1997, may, in the 36 months prior to retirement, elect to have any portion of the accumulated sick leave and holiday time bank that is subject to compensation based on the schedule in section 5f, compensated by having the cash equivalent deposited into deferred compensation, subject to applicable state and federal tax laws. The employee may elect to do this in one deposit or to have up to three (3) separate deposits in three (3) separate calendar years.
 - i. The amount of sick leave an employee may elect to convert is based on their sick leave payoff compensation percentage as 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.
 - ii. At no time shall an employee reduce their accumulated sick leave to less than three (3) weeks by deposit into deferred compensation.

- iii. Any sick leave subject to compensation per section 5f that remains upon separation shall be paid to the employee by check or by deposit into deferred compensation, at the employee's option.
- g. Sick Leave for Ten Hour Per Day Employees. Sick Leave shall be accrued and taken on the basis of a ten-hour day for employees working a ten-hour day.
- h. Effect of Layoff on Accumulation. When an employee is laid off due to a reduction in workforce, payment shall be made to such employee for unused sick leave time accumulated to their credit at the time of their layoff in accordance with the provisions of section 5f above. At the time of their reinstatement to County service from a layoff list, any such employee shall receive credit for all unused sick leave time for which they did not receive compensation under the provisions of section 5f at the time of the layoff.
- i. Sick Leave Abuse (includes, but is not limited to):
 - Falsification of documents
 - Dishonesty

Pattern Abuse: Consistent periods of sick leave usage, for example:

- Habitual and unplanned use before and/or after holidays
- Habitual and unplanned use before and/or after weekends
- Habitual and unplanned use before and/or after pay days
- Habitual excessive absenteeism- use of more sick leave than granted unless in compliance with FMLA, CFRA, ADA and other protected programs

6. Sick Leave Conversion

Any county employee hired prior to January 2, 1997, may, in the 36 months prior to retirement, elect to have any portion of accumulated sick leave that is subject to compensation upon retirement, 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 up to 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 that remains upon separation shall be paid to the employee by check or by deposit into deferred compensation, at the employee's option.

7. Family Sick Leave and Family Bereavement

In addition to the Family Sick Leave benefits provided in section 17.C of the Humboldt County Salary Resolution, employees may designate up to two (2) individuals per calendar year whose close association is the equivalent of a family relationship and are not defined as family by the California Family Rights Act (CFRA). Designations of the individuals shall be reported to Human Resources at the time of leave (e.g. for bereavement and family illness). The County has the right to validate these relationships if it has reasonable suspicion of abuse.

8. Holidays

Employees shall receive 14 paid holidays each year as follows:

<u>Date</u>	<u>Holiday</u>
January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Twelfth day in February	Lincoln's Birthday
Third Monday in February	President's Day
March 31	Cesar Chavez Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day

In addition to the regular scheduled holidays, employees shall receive a total of two (2) additional unscheduled holidays per fiscal year. On the first pay day of July each year all eligible employees will be credited with holiday units equivalent to their regular workday up to a maximum of eight (8) units per holiday and a maximum of sixteen units per fiscal

year. Newly hired employees shall receive a pro-rata share of the additional holidays based on their date of hire. Part-time employees shall receive such credits pursuant to Paragraph 20.4.2. At least one of these holidays must be taken by the end of the last pay period beginning in June in the fiscal year in which the holiday units are credited, and does not carry over into the next fiscal year.

Any employee who is required by their department head to work on a scheduled holiday shall be paid for the day and receive the appropriate number of holiday units for actual hours worked up to a maximum of eight (8) hours. The holiday units can be taken at any time upon approval of the department head.

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.

When December 24th falls on a Friday, December 24th shall be observed on Friday and December 25th shall be observed the immediate working day following Friday.

When December 24th falls on a Sunday, December 24th shall be observed on Monday and December 25th shall be observed the immediate working day following Monday.

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.

9. Work Week for Full-time Employees

All full-time employees covered by this plan shall work a forty-hour week and shall be compensated accordingly. Such workweek shall be nominally based and compensated on a forty-hour week. Employees are expected to accomplish results in their positions, regardless of the time necessary to accomplish the results. Timecards submitted by such employees shall indicate the actual hours worked by each employee. Absence of Management and Confidential employees from their workstations during normal working hours is subject to the prior consent of the department head and must be entered into the County's timekeeping system.

Employees designated as FLSA exempt from overtime may flex hours within the 80 hour pay period (Sunday 12 am week one- Saturday 11:59 pm week two), with appointing authority approval, so that the total hours of combined worked time, paid and/or unpaid hours off of work, equal 80 hours during the pay period.

Thirty-Two Hour Workweek: The County and the Management and Confidential Bargaining Unit will participate in a labor management committee to study thirty-two hours workweek concepts. The Parties acknowledge that the committee's study is unlikely to be completed before the Parties initiate negotiations for a successor MOU.

A. Fair Labor Standards Act

1. Overtime

Employees in classifications subject to the provision of the Fair Labor Standards Act shall be eligible for overtime compensation as described in Section 9 A of the Salary Resolution (with Subsection 9 A (11) not being applicable), with overtime of more than five minutes in excess of a regular workday to be counted as time worked.

2. Discipline

The county's disciplinary action policies, as stated in the Merit System Rules will be applied to conformance with the Fair Labor Standards Act (FLSA). Notwithstanding the general requirements of the Merit System Rules, FLSA exempt employees will only subject to discipline in conformance with the requirements of the FLSA salary test.

10. Administrative Leave for Full-time Employees

With the exception of declared emergencies, as provided in Salary Resolution Section 9A (9), full-time Management and Confidential employees are not eligible for compensating time off for time worked in excess of forty hours per week. Ten (10) days of administrative leave will be available for each designated Management and Confidential employee, effective the first pay period beginning in July through the last pay period beginning in June. 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 designated Management or Confidential position shall receive ten (10) days of administrative leave effective upon the date of hire, and may be allowed to use such leave immediately at the discretion of the department head.

Employees in positions that are newly designated as Management and Confidential shall receive a pro-rated portion of administrative leave (based upon the number of pay periods remaining in the fiscal year). An employee who is on leave of absence status July 1 of a year shall not receive administrative leave until they return to paid status and

then shall receive a pro-rated portion for the remainder of the fiscal year. Administrative leave shall not be a right, but shall be a benefit which may only be utilized at the discretion of the department head.

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 emergent condition which has significantly increased the employee's workload, the employee may request that 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 Human Resource Director, or designee for final review on or before June 15. Administrative leave carried over but not used prior to September 30 shall be forfeited.

11. Part-time Employees

Employees in designated Management and Confidential positions which are regular part-time (less than forty hours per week) shall be paid on an hourly basis and shall not be eligible for administrative leave, but shall instead be eligible for overtime compensation as described in Section 9 A of the Salary Resolution, except that Subsection 9 A (11) of the Salary Resolution shall not apply to said employees.

12. Health and Welfare Benefits.

A. Health Insurance. Effective the first full month following Board of Supervisors adoption of the 2025-2026 Compensation Plan, the County health insurance premium contribution for CalPERS health insurance shall include two components.

1. The County will pay a percentage of premiums for the lowest cost CalPERS medical plan available in Humboldt County. Employee only coverage will be paid by the County at 89.61% of the monthly premium. Dependent coverage will be paid by the County at 69.01% of the monthly premium for employee and one dependent, and at 64.27% of the monthly premium for employee plus two or more dependents.
2. In addition, the County will pay up to an additional \$200.00 per month which combined with the first component shall not exceed one hundred percent of the monthly premium for the health insurance plan selected by the employee. These contributions are made through the County's Flexible

Benefit Plan and are inclusive of the County's required employer contribution.

3. Effective the first full month following board adoption of this MOU, the County will increase its contribution to cover 100% of the employee's increase to the low-cost health insurance plan's premium for the remainder of health plan year 2025 to 2026. Effective the first month of the 2026 health plan year, the County will increase its contribution to cover 100% of the employee's increase in the low-cost health insurance plan's premium from calendar year 2025 to 2026. These increased employer contributions in 2025 and 2026 will apply to each of the following: Employee Only, Employee Plus One Dependent, and Employee Plus Two or More Dependents. The County's premium contribution will continue to include the \$200.00 per month supplement that went into effect during the term of January 1, 2022, through December 31, 2024, as described in paragraph two above.

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

- B. Opt-Out Premium. Employees who choose not to participate in a County sponsored medical plan and can certify coverage in another qualifying health insurance plan shall be entitled to receive a premium \$493.00 per month opt-out incentive under either of the following two circumstances.
 - a. Bona Fide Religious Objection. An employee may choose not to participate in a County sponsored medical plan if they are a member of a bona fide religious body which has an objection to medical insurance to the extent allowed by law. To claim the religious objection, employees must provide a written declaration to the County Director of Human Resources stating that the employee is a member of a bona fide religious body and include the name of the religious body that objects to medical insurance coverage. Newly hired employees who provide a declaration

prior to the start of their medical insurance coverage will not be required to participate in a County sponsored medical plan unless required by law. Current employees who are covered by a County sponsored medical plan will be removed from the medical plan the month following the receipt of their written declaration by the County Director of Human Resources unless otherwise required by law.

- b. Alternative Group Health Insurance Coverage. An employee who has alternative group health insurance coverage may receive the opt-out incentive subject to the following conditions:
 - i. The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange or an individual policy.
 - ii. During the county's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the county no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
 - iii. The employee understands that the county is legally required to immediately stop conditional opt-out payments if the county learns that the employee and/or members of the employee's tax family do not have the alternative Minimum Essential Coverage.
- C. Dental Insurance. The current County provided dental insurance coverage shall be maintained during the term of this Compensation Plan with the County paying 100% of employee and eligible dependent premiums. The calendar year maximum benefit will be \$1,500 per person.
- D. Vision Coverage. The current County provided vision coverage shall be maintained during the term of this Memorandum of Understanding with the County paying 100% of the premium for employee and eligible dependents.

(those covered on the County medical insurance). Verify - was not included in original or draft plan.

E. Life Insurance in the amount of \$20,000

13. Other Benefits

In addition to benefits which may be provided by other written policies, the following benefits will be made available to employees covered by this plan:

- A. Deferred compensation plan. Employees shall be allowed to participate in the voluntary deferred compensation plan in accordance with the County rules and regulations established by the plan administrator and the County.
- B. Uniform Allowance. Employees in the class of Animal Control and Facilities Manager (Class #0439) assigned to the County Animal Shelter who are required to wear and maintain a uniform prescribed by the Sheriff shall receive an annual uniform allowance equivalent to employees in the class of Animal Control Officer. Such uniform allowance shall be paid to employees who are on active payroll status during the first full pay period in September; payment of such uniform allowance to be made on the last payday in September. The annual amounts shall be paid pro-rated on a bi-weekly basis.
- C. Vacation Conversion

Employees covered by this plan shall have the option to convert up to their annual accrual to three (3) weeks (120 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. The Auditor-Controller shall send a notice in the month of November to eligible employees to request conversion of vacation credit as outlined above. The request must be submitted before December 31st. This request cannot be changed or revoked after December 31st.
- 2. Said conversion shall be paid to employees, minus applicable payroll deductions, or contributed to the county's deferred compensation plan on first payday in December.
- 3. Employees newly hired are not eligible for vacation conversion in the calendar year that they are hired.

4. Employees that change bargaining units after electing to convert vacation credit will have vacation credit converted as follows:
 - a. Employees who change bargaining units and are no longer eligible for vacation conversion will not receive vacation conversion.
 - b. Employees who change bargaining units to a bargaining unit that allows for more vacation conversion will receive the conversion based upon their election.

D. Educational Reimbursement

In accordance with the county's Educational Reimbursement Policy (Resolution No. 76-138 as amended) 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 four hundred dollars (\$400.00) per course two hundred fifteen dollars (\$215.00) per semester or quarter unit, whichever amount is greater, not to exceed eight hundred dollars (\$800.00) 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. Only full-time employees are eligible for educational reimbursement.

E. 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 employee may donate accumulated vacation, compensatory time or holiday time to an eligible employee. Sick leave cannot be donated.
- b. Donations must be made in increments of four (4) hours (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 the 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. Employees donating paid leave time shall do so in writing on a form developed by the County.
- f. 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 employees who accrue vacation are eligible to receive donated paid leave time.
- e. The use of donated paid leave time shall not exceed 520 hours 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/her regular job.

F. Voluntary Furlough

1. Employees may request a voluntary unpaid furlough using the following guidelines:
2. The leave (furlough) would be granted only after prior approval of the appointing authority.
3. Leave is not to exceed 520 hours per year for a 40 hour per week employee.
4. Leave is not to be used in lieu of medical leave.
5. Credits toward sick leave, vacation, and holiday eligibility could accrue as if the employee were in paid status.
6. Leave time shall count toward time in service for step advancement, completion of probation, and seniority for purposes of layoff.
7. Leave shall be granted without requiring the employee to use other accumulated leave time first.
8. Leave shall be granted only to those employees who are in paid status the entire workday before and the entire workday after the leave day(s).
9. Leave shall not be available to employees on other leave without pay.

G. Differential Pay for Working Out of Class

When assigned by their appointing authority, or his/her designated representative, an employee may be required to perform the principal duties of a higher classification. Assigned employees shall be compensated with the salary 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. Payment of such additional compensation shall be for the entire time worked in such assignment.

H. Longevity Incentive Pay

Employees who have ten (10) years of uninterrupted continuous County service shall be eligible for an increase in compensation of five and one-quarter percent (5.25%).

Longevity calculations shall be counted from the initial date of hire into any regular or grant position as long as there has been no separation from county service. Time spent in layoff status, on medical leave or any unpaid leave greater than 30 calendar days shall not count as time worked for longevity calculations. Should an employee be separated from County employment due to layoff, and then return to regular County employment while in layoff status their calculation for longevity purposes shall be based on their initial date of hire into a regular or grant position prior to the date of layoff. Employees who have twenty (20) years of uninterrupted continuous County service shall be eligible for an increase in compensation of an additional five and one quarter percent (5.25%) for a total of ten and one-half percent (10.5%)

Employees who promote from Unit 6 (HDSO) shall continue to receive the longevity pay they were entitled to in Unit 6 until they become eligible for the above Longevity Incentive Pay, at which time the Unit 6 longevity pay shall be eliminated.

I. Bilingual Pay

Bilingual Specialty Pay. Employees filling a position designated by their department head as requiring the use of bilingual skills to translate, answer phone calls, do research, and speak with or write to clients in a language other than English shall receive specialty pay compensation if the following criteria are met:

1. The employee has been certified as bilingual by the Director of Human Resources following achieving a passing score on the oral, oral and written, proficiency exam; and
2. Positions which the department head has designated requiring bilingual skills for an average of 10% or more of the employee's work time, the specialty pay shall be as follows:

Oral certification

- 37.5-hour work week- \$75.00per pay period
- 40.0-hour work week - \$75.00 per pay period

Oral and written certification

- 37.5-hour work week- \$125.00 per pay period
- 40.0-hour work week - \$125.00 per pay period

3. Positions which the department head has designated as requiring bilingual skills on the average of less than 10% of the employee's work time, the specialty pay shall be as follows:

Oral certification

- 37.5-hour work week- \$35.00 per pay period
- 40.0-hour work week - \$35.00 per pay period

Oral and written certification

- 37.5-hour work week- \$75.00 per pay period
 - 40.0-hour work week - \$7500 per pay period
4. An employee who receives a bilingual premium who is called upon to assist employees in other classifications who do not have bilingual skills shall not be considered as working out of their classification.
 5. Employees working less than full-time shall receive a pro-rated amount of the above Bilingual Specialty Pay.
 6. The County retains the right to rotate employees receiving Bilingual Specialty Pay for the purposes of training or experience.

J. Hazard Duty Pay

1. Location/Coverage. The workplaces covered by this differential are the following locked/secured facilities:
 - a. Sempervirens/CSU
 - b. Correctional Facility
 - c. Juvenile Hall
 - d. Regional Facility
2. Differential Pay

A premium of ninety-five cents (\$0.95) per hour shall be paid to coded classifications while in paid status whose regular assignment for the County is in a workplace described in R.1. above, this payment shall be made irrespective of classification, pay level, overtime status, holiday work or other wage variations.

This hazard duty premium shall be added to the base pay of all represented employees regularly assigned in these facilities.

An employee must work a minimum of 30 consecutive minutes per entry into a workplace described in R.1. above prior to being eligible for the hazard duty premium. Represented classifications shall receive an additional full hourly premium for time worked of more than six (6) minutes in any hour after the first hour of work.

If the work of a represented classification covered by the foregoing requires absence from a workplace described in R.1. above for less than 100% of working time during any pay period such coded classification shall receive hazard duty pay.

Hazard duty premium shall not be used in computing payments at the time of termination.

K. On-Call Pay

1. On-call duty Assignment. On-call duty may be assigned by a department head with the approval of the County Administrative Officer. "On-call duty" is defined to mean "a period of time in addition to the normal work schedule in which an employee is required by their department head to remain available for immediate call." On-call duty requires the assigned employee to: (1) Be ready to return immediately to calls for their service; (2) Be available by telephone or radio; (3) Remain within a specified distance from their normal workstation; and (4) Refrain from activities which might impair their ability to perform their assigned duties. On call duty assignments will be assigned according to operational need. When on-call, employees will receive an on-call duty incentive payment of five and three-quarters percent (5.75%) of their base salary for the duration of the assignment.

L. Hospital Administrator on Duty Assignment Pay

1. When assigned by the Mental Health Director, an employee with the appropriate qualifications may be required to act as the Hospital Administrator on Duty. When so assigned an employee shall receive an incentive payment of five percent (5%) of their base salary for the duration of the assignment.

M. Tool Allowance

Tool Maintenance Allowance. Employees in the following classifications shall receive a tool maintenance allowance of \$1000.00 per year: Facility Maintenance Manager (Class #0253) and Facility Maintenance Supervisor (Class #0252).

1. The County agrees to provide a safe and suitable storage space for employees' personal tools normally and consistently used in the scope of employment.
2. Catastrophic Loss. The County shall pay the cost of replacing an employee's personal tools, less \$125.00, if they are stolen from County premises as a result of unlawful breaking and entering of County premises, or if they are ruined by natural catastrophe (fire, flood or earthquake) on County premises at any time if the value of the stolen or ruined tool exceeds \$125.00. The term "premises" as used herein shall include County service vehicles while on official County business, and shall not when such vehicles are not in service.
 - i. To be entitled to such reimbursement for catastrophic loss, it shall be the employee's responsibility to file with the County a complete inventory of personally owned tools which are normally and consistently used on County business and retained on County premises. Such inventory shall be subject to periodic audit by the County, and shall be kept up to date by the employee on a continuing basis as tools are added to or deleted from the inventory.
3. Procedures. Administration and payment of the tool maintenance allowance shall be in accordance with the following guidelines:
 - i. Eligibility and Time for Payment. Regular full-time and regular parttime employees who are employed on the first working day in August shall be eligible to receive all or part of this allowance and shall receive the voucher on the second payday in September.
 - ii. Partial Eligibility. Eligible employees who have worked less than the equivalent of five (5) months of full-time service on the first working day of August shall receive one-half of the tool ' maintenance allowance allowed by this section.
4. Explanation of Policy. The tool maintenance allowance shall be deemed to cover the repair or replacement of all tools provided by employees in the

listed classifications which may be lost or damaged during the course of their use at a County work site.

14. Leaves of Absence

The duration of a medical leave of absence shall depend upon the nature and extent of the employee's illness. A medical leave of absence shall be granted for up to one year from the time the employee has exhausted their accrued sick leave, beginning the day after the employee exhausts paid sick leave. Employees may not use other forms of paid leave (i.e., vacation, holiday or compensatory time) in lieu of sick leave to prolong the time before beginning a medical leave of absence. The medical leave of absence will be unpaid and/or the employee may use other forms of paid leave during the leave of absence for the purposes of wages only. During a medical leave of absence, an employee shall not accrue any form of paid leave including but not limited to sick, vacation, holiday and floating holiday. The Director of Human Resources may extend the one-year maximum medical leave of absence by six months if an employee has a terminal illness. The employee must present certification from a licensed physician (including Doctor of Chiropractic), nurse practitioner, or physician's assistant using the County's Health Care Provider Certification form that they have a terminal condition to receive this extension. At the end of the medical leave of absence, the employee may return to work subject to the provisions of the Merit System Rules (including but not limited to Rule XII.3) or separate from employment in a legally appropriate manner. Employees may have other legal rights regarding these issues that are not addressed by this Memorandum of Understanding.

15. ADA Coordinator Certification - Incentive Pay

The purpose of this language is to provide guidelines for the ADA Coordinator Certification incentive pay; for employees who will be required to use their additional certified ADA Coordinator skills to perform their job; thus, adding value to County related business by providing assistance to clients **on a regular basis** while ensuring that the duties performed are accurate and clear. Employee may be employed by any County department. This language will apply to eligible employees only, as described below:.

- A. Recommendation of a position to obtain ADA Coordinator Certification will be determined by the Department Head and/or their designee, in which the employee is supervised and employed. After assessing the organizational/business needs of the Department in performing its official functions, the Department must determine that there is a need for an ADA Coordinator Certification for the position that is held by the requesting employee; and

- B. Human Resources approval of the department's recommendation of the position as an ADA Coordinator based on this section criterion; and,

- 1. Completion with a passing score of the ADA Coordinator Certification program/examination. The employee will have twenty-four (24) months upon start date to pass the program/examination with a maximum of two (2) attempts to pass the program/examination.

Department shall pay 100% of the program training, travel (wages while attending training, mileage, lodging, meals) and test fees for the initial certification and any renewal(s) of the certification thereafter.

- C. Employees meeting the eligibility requirements as outlined above will receive a stipend of \$200.00 per month (\$100 paid stipend for possessing the ADA Coordinator Certification. The incentive pay will be effective the first pay period following receipt of certification(s) by the Department. Incentive pay will remain in place as long as the employee's position and the County can benefit from such certification.

16. **Certified Access Specialist Program - Incentive Pay**

The purpose of this language is to provide guidelines for the Certified Access Specialist (CASp) incentive pay for employees who will be required to use their CASp certification and skills to perform their job; thereby, adding value to County related business by providing assistance to clients **on a regular basis** while ensuring that the duties performed are accurate and clear. This language will apply to Eligible Employees Only, as outlined in the criteria below.

- A. Recommendation of a position to obtain CASp Certification will be determined by the Department Head and/or their designee, in which the employee is supervised and employed. After assessing the organizational/business needs of the Department in performing its official functions, the Department must determine that there is a need for a CASp Certification for the position that is held by the requesting employee; and
- B. Human Resources approval of the Department's recommendation of the position as a CASp based on this section criterion above; and,
- C. Satisfaction of the following criterion by the employee:
 - 1. Demonstrate proficiency. The employee must take, complete and pass the CASp program/examination. The employee will have thirty-six (36) months

upon start date to pass the program/examination. The employee will receive four (4) attempts in passing the program/examination.

- a. The Department shall pay for 100% of the program training, travel (wages while away from work, mileage, lodging, meals) and all associate fees and test for the initial certification and any renewal(s) of the certification thereafter.
 - i. An application fee of \$500.00 must accompany the Candidate Eligibility Application.
 - ii. CASp exam \$400.00 for open book
 - iii. CASp exam \$400.00 for closed book
 - iv. 4-Day Seminar \$899.00
 - v. Seminars may be held in major metropolitan areas such as Sacramento, Oakland, Los Angeles, San Diego and so forth.
 - vi. **Note:** the fees and expenses outlined above may be subject to change on an annual basis.
 - b. Incentive pay will remain in place as long as the employees' position and the County benefit from such certification.
2. Eligible employees must be employed by one of the following departments:
- a. County Administrative Office
 - b. Health and Human Services
 - c. Planning and Building
 - d. Public Works

Employees meeting the eligibility requirements as outlined above will receive a \$200.00 per month (paid out over 26 pay periods) stipend for possessing the CASp Certification. The incentive pay will be effective the first pay period following receipt of certification(s) by the department.

17. Voluntary Demotions

The wage of an employee who voluntarily demotes shall be adjusted to the step in the new range that would have been attained if the total service of said employee in county service were combined and full credit given for step increases. The employee's anniversary date will remain unchanged.

18. Appointment at Advanced Salary

Appointment at Advanced Salary. When 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 or within 30 calendar days of hire, an appointment may be authorized at some higher step than such minimum compensation in the appropriate range. After 30 days following an employee's hire, salary advancements requested must be approved by the Board of Supervisors per Section 7 of the Salary Resolution.