



MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF HUMBOLDT
&
COUNTY ATTORNEY'S ASSOCIATION

EFFECTIVE OCTOBER 1, 2017 THROUGH & INCLUSIVE OF DECEMBER 31, 2020

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1. ADOPTION OF M.O.U.

The representatives of the County of Humboldt, hereinafter, the County, and the representatives of the County Attorneys' Association, hereinafter, the Association, after having met and conferred in good faith, have herewith reached 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 the Association that the following Memorandum of Understanding be adopted and ratified.

2. RECOGNITION

The County of Humboldt recognizes the Association as the recognized employee organization of employees in the classifications listed in Appendix A.

Amendments to the list set forth in Appendix A may be made at the discretion of the Employee Relations Officer only after proper advance notification to, and consultation with, the Association.

3. UNIT FORMATION ISSUES

- A. Employees in this unit, and their Association, waive any administrative or legal recourse against the County of Humboldt as to the formation of Unit 5.
- B. The County shall not modify Unit 5 to include classifications other than attorneys, nor shall classifications in this unit be incorporated with another unit that contains classifications other than attorneys.

4. 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 requests, other than those described in Section B below, must be approved by the Board of Supervisors per Section 7 of the 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.

B. Salary Advancements

Salary advancements for personnel who are on a range and step basis are predicated on length of service as follows: All such employees shall receive an automatic increase of one (1) step on the first day of the pay period following the date that the employee's total actual hours in paid status equals thirteen (13) pay periods of full-time service rendered by them 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 them to the County in the same class. The effective dates of each step increase will be the anniversary date of such employee. Employees who are paid on an hourly basis shall receive an automatic increase in the same manner as described above, with the first increase on the first day of the pay period following the date that the employee's total actual hours in a continuous paid status equals thirteen (13) pay periods of full-time service rendered by them 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 date 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 their present class shall receive the minimum salary for that class or the rate in the new range which is next above his present rate, whichever is greater. Additional salary increases within the range shall be in accordance with the principle set forth in B, above, with the first increase on the first day of the pay period following the date that the employee's total actual hours in a paid status equals thirteen (13) pay periods of full-time service rendered by them 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 five percent (5%), the salary of such employee will be adjusted to the step in the new range which is at least five percent (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 shall 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 steps of the new range.

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.

5. SALARIES AND PERS

A. Public Employees' Retirement System

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.

Effective July 1, 2012, the County shall amend its contract with PERS to provide the 2% @ 55 retirement formula for Miscellaneous members as defined by GC 21354 with the final compensation period to be defined as the 36 highest paid consecutive months.

For employees employed prior to the effective date of the aforementioned contract amendment, in accordance with State Law, the County shall continue the implemented California Public Employees' Retirement System (P.E.R.S.) 2.7 @ 55 option for Miscellaneous members with no change to the existing final compensation period, as previously adopted by the Board of Supervisors.

B. Salaries

Wages for employees in this unit who are employed by the County on the date of adoption of this M.O.U. shall be as set forth in Appendix A.

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 CAA that were employed prior to July 1, 2011, at any time during their employment in a class represented by CAA, should a promotion or reclassification result in the Sub-A-Step being assigned, that individual may appeal their step placement to the Personnel Director and have the assignment altered to the "A" Step.

Effective the first full pay following Board approval of the compensation plan, all employees in this unit shall receive a two percent (2%) or four (4) salary ranges increase to base pay.

Effective the first full pay following July 1, 2019, all employees in this unit shall receive a two percent (2%) or four (4) salary ranges increase to base pay.

One-time, non-recurring, non-pensionable lump sum payment equivalent to \$728.00, minus any applicable deductions to be made as early as practicable following Board approval of the compensation plan.

6. OVERTIME/ADMINISTRATIVE LEAVE

A. Overtime

Employees in this unit are not eligible for overtime compensation.

B. Administrative Leave

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.

7. ON-CALL

A. On-Call Assignment Policy

On-call duty may be assigned by a Department Head with the approval of the County Administrative Officer. "On-call" is defined to mean "a period of time in addition to the normal work schedule in which an employee is required by his Department Head to remain available for immediate call." On-call duty requires the employee so assigned: 1) to be ready to return immediately to calls for his service; 2) to be reached by telephone or radio; 3) to remain within a specified distance from his normal work station; and 4) to refrain from activities which might impair his ability to perform his assigned duties.

B. On-Call Compensation

Employees in this unit shall be compensated in cash at a rate equivalent to the hourly rate to which they are entitled on the basis of fifteen (15) minutes compensation for each hour on call.

8. 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/witnesses in a language other than English shall receive specialty pay compensation in the amount of \$25.00 per month if the following criteria are met:

- A. The employee has been certified as bilingual by the Personnel Director following achieving a passing score on the oral proficiency exam; and
- B. For positions which the department head has designated requiring bilingual skills on the average of at least 10% of the employee's work time.

9. MISCELLANEOUS PROVISIONS

A. 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 (3-1/2) consecutive hours of work. Rest period time not taken cannot be accumulated.

B. Employee Organization Time Off

Employee representatives of the County Attorneys' Association are entitled to reasonable time off without loss of compensation or other benefits when formally meeting with management representatives on matters of employer-employee relations.

C. Employee Working in Two or More Departments May Be a Regular Full-Time Employee

In the event that any individual is employed as a regular part-time employee in each of two or more County departments, but the aggregate amount of time worked by such employee is the same as that worked by a full-time employee who is employed in a single department, then such employee shall be considered to be a regular full-time employee insofar as rights to vacation with pay, sick leave and all other rights accruing to regular full-time employees are concerned.

10. OUTSIDE EMPLOYMENT

A. Policy on Incompatible Activities

Each employee and officer of the County of Humboldt, regardless of the capacity in which he may be employed, is hereby prohibited from engaging in any activity inconsistent, incompatible or conflicting with his duties or which might impair the impartial performance of his duties. Any employee engaging in outside employment shall notify his 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.

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: a) 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 b) 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 such 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 c) 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 d) 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. Prohibition Against Personal Use of County Equipment

No County-owned equipment, autos, trucks, instruments, tools, supplies, machines or any other item which is the property of the County of Humboldt shall be used by any employee of the County while said employee is engaged in

any outside employment or activity, for compensation or otherwise, except upon prior order by the Board of Supervisors.

C. Prohibition Against Loaning County Equipment

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

D. Penalty for Violation of Section

Any violation of the provisions herein contained respecting outside employment or activity and use of County property shall constitute sufficient grounds for immediate dismissal from the County service of the officer or employee guilty thereof.

11. 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 for each calendar month of full-time service be allowed one-fifth (1/5) of an established work week of credit for vacation with pay. No vacation will be credited for any month in which an employee is absent for more than one-half (1/2) of such month on leave of absence without pay.

C. Vacation Computation

After completion of three (3) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, one-fourth (1/4) of an established work week of credit for vacation with pay. After completion of ten (10) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, one-third (1/3) of an established work week of credit for vacation with pay. After completion of fifteen (15) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, five-twelfths (5/12) of an established work week of credit for vacation with pay. After completion of twenty (20) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, one-half (1/2) of an established work week of credit for vacation with pay. The following table is illustrative of the number of vacation days employees may earn for continuous employment, providing they are not absent for more than one-half (1/2) of any month on leave of absence without pay:

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

D. Vacation Accumulation – Maximum

It is the intent and desire of the Board of Supervisors that each employee take a vacation each year. The time when vacation is taken shall be determined by the appointing power of the employee. No employee shall be entitled to accumulate more unused vacation than the equivalent of that which has been earned during the preceding twenty-four (24) month period. 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. Vacation Conversion

Effective July1, 2014 employees covered by this MOU shall have the option to convert up to two weeks of vacation credit to cash or as a contribution to the County's deferred compensation plan. Such conversion shall be administered as follows:

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

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.

Employees may convert up to two regular work weeks of vacation credit to cash or as a contribution to the County's deferred compensation plan.

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

F. 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 credit at the time, shall thereupon be paid the monetary value of such earned vacation

computed upon the base pay 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. Accumulated vacation 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.

G. 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 dies, his heirs or legatees shall thereupon be paid the monetary value of such accrued vacation time computed upon the base pay 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.

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 section.

12. SICK LEAVE WITH PAY

1. Computation of Sick Leave

Employees shall earn and shall be entitled to one (1) working day 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.

2. 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.

3. 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.

4. 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 them of not more than his full salary or wage. When computing vacation, sick leave or overtime under this subsection, 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.

5. 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 or her regular vacation.

6. Leave Not to be Used as Vacation

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

7. 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 J 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 I below.

8. 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 by this section.

9. 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 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 their unused sick leave at the time of their separation. Completion of nineteen (19) years of continuous service to the County qualifies an employee to be compensated for seventy-five percent (75%) of their unused sick leave at the time of their 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 their unused sick leave at the time of their separation.

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

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

10. 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 I 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 I at the time of the layoff.

11. 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

Subsection I, such employee may elect in writing 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.

12. Sick Leave Conversion

Any County employee hired prior to January 2, 1997, may, in the 24 months prior to retirement, elect to have any portion of accumulated sick leave that is subject to compensation based on the schedule in 13.I., 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 two separate deposits in two 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 13.I. that remains upon separation shall be paid to the employee by check or by deposit into deferred compensation, at the employee's option.

- 13.** Effective June 4, 2006 the County amended its PERS retirement plan to include "Credit for Unused Sick Leave" under G.C. 20965. Employees of this unit hired prior to January 2, 1997 may have any remaining Sick Leave balance after being compensated under 13. I. be converted to Service Credit in accordance with G.C. 20965. For employees hired after January 2, 1997, the Credit for Unused Sick Leave option is the only benefit available for accrued and unused sick leave at the time of retirement.

13. HOLIDAYS

A. Holiday Policy

1. All employees 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 last Monday in May, the fourth day of July, the first Monday in September, the second Monday in October (known as

“Columbus Day”), 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.

2. In addition to the paid scheduled holidays above, those 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 the first pay day in July of every year, all eligible employees will be credited with the appropriate number of holiday units that equal *two* regular work days. Both floating holidays must be used during the fiscal year earned and do not carry over into the next fiscal year. *Newly hired employees shall receive a pro-rata share of these two (2) additional holidays, based upon their date of hire.*

For Fiscal Years 2011-2012, 2012-2013 and 2013-2014, each eligible employee covered by this plan shall receive one (1) additional floating holiday per fiscal year which must be used during the fiscal year earned and does 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. Regardless of days worked or days off, all persons working on a five (5) 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 of all employees.

- C. Any employee who is required to work on a scheduled holiday shall receive an appropriate number of holiday units for actual hours worked up to a maximum of one (1) regular work day or eight (8) hours, whichever is less. The holiday units can be taken off 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 at the rate of base pay of that employee in effect at the time of termination.

14. 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 the 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 section 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 13) may be granted to an employee whose employment status normally entitles them to vacation and sick leave benefits, for the care or attendance upon members of his immediate family.

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

"Immediate family" shall mean husband, wife, 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.

D. 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 properly notify jury officials when jury service by an employee would seriously impair the proper operation of the department.

Each employee shall expeditiously report their 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.

E. 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 their own transportation to court.

F. 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. 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 their supervision.

15. TRAVEL EXPENSE AND MILEAGE ALLOWANCE

Travel expenses and mileage allowances shall be granted to County employees in the manner provided by ordinance.

16. CONTINUING EDUCATION

Employees in this unit are required to attend continuing education courses to remain licensed attorneys in the State of California. The County shall allow employees reasonable paid time off work to travel to and attend such courses. Employees shall be reimbursed for the cost of tuition for these courses. Reasonable employee travel expenses and mileage allowance shall be paid by the County. Tuition shall be reimbursed for the actual costs of the course(s). Employees shall not be required to use administrative leave for attendance at continuing education courses.

17. CLOTHING AND EQUIPMENT

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 their 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 have more than minor value and 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.

18. PAY PERIOD AND TIME FOR RECEIPT OF PAYROLL WARRANTS

A. Pay Period

With the exception of the initial pay period of certain employees, which is hereinafter noted, the pay period for all County employees shall be a fourteen (14) consecutive calendar day period commencing at 12:01 a.m. Sunday and ending at midnight the second Saturday thereafter.

B. Payroll Computation

The amount of salary earned for a pay period or any portion thereof shall be computed by multiplying the number of regular shifts worked by the daily rate or by multiplying the biweekly rate by the fraction or percentage which the number of hours worked represents of the total work time in the payroll period. Except as otherwise provided in this M.O.U. an employee shall not be paid in excess of the equivalent of ten (10) shifts in any pay period.

C. Time for Receipt of Payroll Warrants

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

19. LEAVE AT TERMINATION

Accumulated vacation, compensating time off and 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.

20. DAYS AND HOURS OF WORK

A. Policy on Alternative Work Schedules

In order to promote more efficient governmental operations and to secure substantial equality among County employees, each County Department Head may, with the approval of the County Administrative Officer and the appropriate employee organization representative, provide by rule for days and hours of work by employees of the department, taking into consideration the varying needs and requirements of the different departments and the prevailing practices in other public employment and in private business. The County Administrative Officer shall establish procedures to implement the provisions of this paragraph.

B. Work Week for Full-Time Employees

All full-time employees covered by this M.O.U. shall work a forty hour week and shall be compensated accordingly. Such work week shall be a nominal forty hour week. Employees are expected to accomplish results in their positions regardless of the time necessary to accomplish the results. The time cards submitted by such employees shall therefore arbitrarily show forty hours worked per week, regardless of the time actually spent on the job. Vacation, sick leave and other paid leaves shall be accounted for pursuant to the applicable sections of this M.O.U.

21. INSURANCE COVERAGE

- A. The County and the Association agree that County paid premiums for CalPERS medical plan coverage will be based upon the lowest cost CalPERS medical plan available in Humboldt County. Employee only coverage will be paid by the County at 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. Said amounts shall be available through the County's Flexible Benefit Plan, and are inclusive of the County's required employer contribution as spelled out in subsection B hereinbelow.
- B. For both active and retired employees, the County, for purposes of compliance with CalPERS regulations, shall contribute the minimum monthly premium required in the County's CalPERS contract for CalPERS medical insurance. 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.
- C. 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.

D. 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.

22. BAR DUES

The County agrees to pay State Bar dues for employees in Unit 5.

23. STATE DISABILITY INSURANCE

The County shall provide State Disability Insurance (S.D.I.) coverage through the State of California. The cost shall be borne by employees covered by this M.O.U. Sick leave benefits will be integrated with S.D.I. benefits.

24. 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 Association 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 their designee.

25. 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 Association prior to changing plan administrator.

26. BENEFIT ACCUMULATION

After giving C.A.A. 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.

27. DRUG FREE WORKPLACE ACT

During the term of this M.O.U., County and Association Representatives shall meet and confer upon request of either party regarding the impact of the Drug-Free Workplace Act of 1988 on wages, hours or other terms and conditions of employment.

28. EMPLOYER-EMPLOYEE RELATIONS POLICY

The Employer-Employee Relations Policy for the County of Humboldt is hereby incorporated by reference as part of this M.O.U. The Employer-Employee Relations Policy shall be adopted by a separate Resolution with no definite expiration date.

29. MEDICAL LEAVE OF ABSENCE

- 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 their normal duties has been impaired through injury or illness. Such leave shall be called "medical leave of absence," and shall be unpaid leave. Medical leave of absence 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.
- B. When an employee is on a medical leave of absence without pay, the County shall continue to pay premiums for employee health and dental insurance coverage. If dependents of the employee are covered by the health insurance plan at the time the medical leave goes into effect, and the employee elects to continue coverage for dependents while on medical leave of absence, the County shall continue to pay its share of dependent coverage as described in the current M.O.U. for as long as the employee continues to pay their share of dependent premiums.
- C. 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 similar medical certification or other verification of the employee's continued disability.

- D. 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 unable to work in their regular job. 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:
1. 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.
 2. In an undisputed workers' compensation case, 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.
 3. In a disputed workers' compensation case, an employee must exhaust accumulated time prior to being granted a medical leave of absence.
 4. Under unusual circumstances, an employee may request to exhaust only their sick leave time off prior to beginning the medical leave of absence. Such request shall be in writing to the Personnel Director prior to the beginning of the unpaid medical leave. If approved by the Personnel Director, the request may not be changed by the employee at a later date. Any remaining vacation and holiday credit shall only be used after the employee returns to work, or shall be paid in cash at the end of the medical leave if the employee does not return to work.
- E. 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 medical leave of absence. For purposes of this paragraph, 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.
- F. A medical leave of absence which, when added to accumulated time results in the employee being away from the job less than one year, may be extended up to the one year maximum.
- G. An employee who has been granted a medical leave of absence who is unable to return to their former position within one (1) year shall be terminated for mental or physical incapacity to perform the required duties.

- H. A female employee may be granted a medical leave of absence for maternity purposes, under the medical leave of absence provisions of this policy. The duration of such medical leave of absence shall not exceed six (6) months from the time the employee is physically unable to perform her job, as determined by the attending physician. Extension of the medical leave of absence shall be granted, up to one year maximum cited in D above, upon the certification of the employee's attending physician that there has been a complication caused by the pregnancy which renders the employee incapable of performing her regular duties.
- I. A female employee may be granted a medical leave of absence for a newly adopted child, pursuant to the medical leave of absence provisions of this policy. The duration of such medical leave of absence shall not exceed six (6) months from the time the employee is unable to perform her job, as determined by her attending physician. No extensions of such medical leaves of absence for this circumstance shall be granted past the six (6) month maximum.

30. CATASTROPHIC LEAVE

A. Definition of Catastrophic Illness or Injury

Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of their accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, 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 their accumulated paid leave time. An employee's job related illness or injury subject to workers' compensation coverage shall not be eligible for this catastrophic leave provision.

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

1. Any employee may donate accumulated vacation, compensatory time or holiday time to an eligible employee. Sick leave and administrative leave cannot be donated.
2. Donations must be made in increments of four hours (or more) from the donating employee.
3. The donation of paid leave time is irreversible. Should the employee receiving the donated hours not use all donated leave for the catastrophic illness/injury, any balance will remain with that employee or will be converted to cash upon the employee's separation from County employment.

4. Donated paid leave time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hourly rate as holiday credit.
5. Employees donating paid leave time shall do so in writing on a form developed by the County.
6. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

C. Conditions Under Which Paid Leave Credits May Be Used

1. The employee requesting to use "catastrophic leave" shall submit a written request to their 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.
2. The affected employee must have exhausted any accumulated paid leave time for which they are eligible (sick, vacation, administrative, holiday) prior to utilizing catastrophic leave.
3. Any paid leave time accrued by the affected employee while using donated time must be used during the next pay period.
4. Only employees who accrue vacation are eligible to receive donated paid leave time.
5. The use of donated paid leave time shall not exceed three months for any one catastrophic illness/injury.
6. In no event shall a leave for the recipient employee be granted for longer than one year from the time the employee is unable to work in their regular job.

31. ERRORS AND OMISSIONS INSURANCE COVERAGE

- A. Employees in this unit are covered for Errors and Omissions liability matters to the extent of and subject to the conditions stated in the County's excess liability policy obtained through the CSAC Excess Insurance Authority. The same coverage will apply to the County's self-insured retention (SIR) portion of the program.

- B. The self-insured and insured Errors and Omissions Coverage is provided in accordance with the provisions of Sections 825 and following of the Government Code.

32. SEXUAL HARASSMENT

- A. Sexual harassment is defined as conduct which consists of unwelcome sexual advances, requests for sexual favors and other conduct of a sexual nature when:
1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's continued employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, for example, but not limited to, promotion, assignment, schools; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- B. Although Association-represented employees are in the unclassified service and would not normally be subject to provisions of the Merit System Rules, 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 necessary action he or she deems to be appropriate and necessary.

33. MAINTENANCE OF PROVISIONS

- A. All written rights, privileges, benefits and terms and conditions of employment within the scope of representation as of the date of this agreement which are not specifically set forth in this agreement shall remain in full force, unchanged during the term of this agreement unless by mutual consent.
- B. All unwritten rights, privileges, benefits and terms and conditions of employment within the scope of representation as of the date of this agreement, except those directly modified or terminated by this agreement, may be changed only after meeting and consulting with the Association.

34. CONCLUSIVENESS

- A. The Association and the County agree that during the negotiations which resulted in this M.O.U., each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope

of representation; therefore, during the term of this agreement, the County and the Association shall not be obligated to meet and confer on any matter within the scope of representation except as specifically referred to in this M.O.U.:

1. whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations; or
2. whether or not the matters were proposed and later withdrawn during negotiations;

because this agreement sets forth the entire understanding of the parties.

- 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.

35. SAVINGS CLAUSE

If any article or section of this M.O.U. or an addendum thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be restrained by such tribunal or the enactment of superseding 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.

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.

36. TERM OF M.O.U.

- A. Effective Dates

Except as specifically provided otherwise herein, the articles of this M.O.U. shall be effective only from the date of ratification of this M.O.U. by both the Association and the County to and inclusive of *July 31, 2014*.

- B. Extension

This M.O.U. may be extended by the Board of Supervisors with the consent of the Association on a month-to-month basis subsequent to *July 31, 2014* pending a new M.O.U.

C. Ratification

The provisions of this M.O.U. were ratified by the membership of the Association on *August 29, 2011* and the Humboldt County Board of Supervisors on *September 20, 2011*.

37. LONGEVITY INVENTIVE PAY

Employees who have completed ten (10) years of uninterrupted continuous County full-time service shall be eligible for an increase in compensation of ten (10) salary ranges (approximately 5%). Effective July 8, 2007 employees who have completed twenty (20) years of uninterrupted continuous County full-time service shall be eligible for an increase in compensation of an additional ten (10) salary ranges (approximately 5%).

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 on medical leave or any unpaid leave greater than 30 calendar days shall not count as time worked for longevity calculations.

38. WELLNESS PROGRAM

The County recognizes the physical and emotional challenges of the job in county government. To assist with the demands of the job, the county strongly encourages each employee participant in fitness and wellness programs. The County recommends the following off-duty activities: walking, jogging, swimming, cardio-strength training, low impact aerobic exercise, martial arts and yoga. The County will reimburse each employee \$1,000.00 per fiscal year for the purchase of personal exercise equipment or for voluntary off-duty participation in a fitness center, exercise program, gym membership, certified personal trainer, or wellness program.

1. This program will be voluntary and the employee will be considered off duty while participating. Any injury arising out of voluntary participation in off-duty recreational, athletic or social activity will not be compensable.
2. New employees will be eligible for a pro-rated amount in their first year of hire with the County:
 - a. Hired in the 1st Quarter of the FY, receive 100% of reimbursement possible
 - b. Hired in the 2nd Quarter of the FY, receive 75% of reimbursement possible
 - c. Hired in the 3rd Quarter of the FY, receive 50% of reimbursement possible
 - d. Hired in the 4th Quarter of the FY, receive 25% of reimbursement possible

3. The process to requesting reimbursement is as follows:
 - a. Employee to submit the Wellness Program Reimbursement Form to Department Head, or designee for pre-approval of purchase
 - b. Department Head, or designee notes approval/denial of reimbursement
 - c. Pre-approved requests and receipts for purchase submitted to the Department Head, or designee for final approval
 - d. Payment will be processed and issued to the employee

FOR THE COUNTY:

FOR THE ASSOCIATION:

RYAN SUNDBURG Date
Chairman, Humboldt County
Board of Supervisors

Deputy District Attorney

AMY S. NILSEN
County Administrative Officer

Deputy Public Defender

LISA DEMATTEO
Human Resources Director