

# **Memorandum of Understanding**

between

**The County of Humboldt**

and

**AFSCME Local 1684**

*American Federation of State, County and Municipal Employees, AFL-CIO*

July 1, 2008  
through  
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## ADOPTION OF MEMORANDUM OF UNDERSTANDING

1.1. The representatives of the County of Humboldt, hereinafter "the County," and the representatives of AFSCME Local 1684, AFL-CIO, hereinafter "AFSCME" or "the Union," after having met and conferred in good faith, have herewith reached an agreement on wages, hours and other terms and conditions of employment. Said representatives have further mutually agreed to recommend to the Board of Supervisors of the County and the general membership of the Union that the following Memorandum of Understanding be adopted and ratified. The Union understands and agrees that this Memorandum of Understanding is not binding upon the County unless and until the County Board of Supervisors approves the Memorandum of Understanding and authorizes its Chair to sign the Memorandum of Understanding and the Memorandum of Understanding is signed off.

### 2. RECOGNITION

2.1. The County of Humboldt recognizes AFSCME Local 1684 as the recognized employee organization of employees in the classifications listed in Appendix A.

2.2. If classes are added or deleted, 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 Union.

### 3. MANAGEMENT/SUPERVISORY/CONFIDENTIAL EXCLUSION

3.1. In the event that the Meyers-Milias-Brown Act is amended or superseded during the term of the Memorandum of Understanding with reference to the subject of exclusion of managers, supervisors or confidential employees from any represented unit, both the County and the Union agree to meet and confer forthwith on the effect of such amendment or supersession.

### 4. RELEASE TIME

4.1. AFSCME will notify the County Employee Relations Officer of the names of the representatives selected to represent the Union prior to any formal meet and confer or consultation session. A reasonable number of representatives shall be allowed reasonable time off without loss of compensation or other benefits when formally meeting and conferring or consulting with a designated County representative on matters within the scope of representation.

4.2. Preferably, meeting and conferring or consulting shall be conducted during the normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise agreed upon by the parties.

4.3. For equity of application, employee representative shift workers whose regularly scheduled shift occurs at other than 8:00 a.m. to 5:00 p.m. or whose regularly scheduled days off are other than Saturday and Sunday may have their regularly scheduled shift adjusted to accommodate a meet and confer or consultation session to the above-described regular work hour/shift. The decision to adjust the employee representative's(s') work hour/shift shall be made by the appropriate department head solely on the basis of projected workload and work schedules.

4.4. The employee representative may appeal a decision not to adjust a work hour/shift to the Employee Relations Officer who shall decide the issue. The decision of the Employee Relations Officer shall be a final and binding decision. If adjustments to the work hour/shift cannot be made to accommodate the employee representative, the designated County representatives will arrange their schedules to accommodate the convenience of the Union representatives in scheduling meet and confer or consultation sessions.

4.5. Union representatives shall receive release time from their normal work day or shift for meetings with County representatives, caucus time, and travel time to and from meetings. Release time for other periods may be approved by the Employee Relations Officer. Whenever practicable, advance notice of 48 hours shall be made to the employee's supervisor when release time shall be needed.

4.6. Nothing in this provision shall be construed to limit the rights and obligations of Union representatives in regard to grievance representation or other spontaneous situations where Union representatives need to meet with management representatives in the normal representational process.

4.7. Paid release time shall be provided when requested in advance for all participants in the investigating and processing of grievances, including the grievant, employee organization representatives, and witnesses.

## 5. ACCESS AND USE OF COUNTY FACILITIES

5.1. Representatives of the Union shall be allowed access to County facilities to meet with employees in classifications in units represented by the Union subject to the following provisions.

### 5.1.1. Representational Access.

5.1.1.1. The Union representative shall notify the designated County representative prior to the time and place of the proposed visit.

5.1.1.2. If more than one employee is directly involved, the Union representative shall inform the designated County representative of the subject of the proposed visit.

5.1.1.3. The Union representative shall not interfere in any way with the work activity of employees who are not directly involved with the representational issue.

5.1.1.4. The designated County representative shall not unreasonably govern Union representative access. Only job related/work activity reasons shall suffice as reasons for rescheduling the Union representative's representational visit.

### 5.1.2. Nonrepresentational Access.

5.1.2.1. The Union representative shall obtain prior permission of the designated County representative as to the time and place of the proposed visit.

5.1.2.2. The Union representative shall confine his visits to non-restricted areas of County facilities. (Restricted areas are deemed to be those set

aside from casual entrance for health or safety reasons such as lockups, ICU's and various other direct therapy or treatment facilities, and secure areas such as vaults, chemical or gas storage areas, etc.). In the event of a request by the Union representative to visit employees stationed in such restricted areas, alternate sites for such a meeting shall be provided where reasonably available.

5.1.2.3. The occurrence of the visit does not adversely affect or inconvenience an employee who is or is not a member of the Union or the bargaining unit.

5.2. The County shall allow the Union to conduct general membership meetings in County facilities provided:

5.2.1. The meeting or use of the facility does not interfere with the normal course of County business;

5.2.2. Prior permission is obtained from the designated County representative; and

5.2.3. Any fees commonly charged to any individual or group using the same facility or any exceptional costs incurred directly or indirectly from the use of the facility shall be paid forthwith by the Union upon receipt of billing from the County.

## 6. UNION NOTIFICATION

6.1. When an employee is hired into any job classification represented by AFSCME Local 1684, the County shall notify the new employee that AFSCME Local 1684 is the recognized bargaining organization.

6.2. When an employee is hired into any classified service job classification represented by AFSCME Local 1684, the County shall:

6.2.1. Provide the new hire with a "New Employee Benefit Information Sheet" prepared by the County;

6.2.2. Distribute an AFSCME membership packet (subject to approval by the Employee Relations Officer) to the new hire; and

6.2.3. Provide a "New Employee Orientation" program. Such orientation shall include, but not be limited to, discussion of Humboldt County Merit System Rules, Salary Resolution, Employer-Employee Relations Policy and the current Memorandum of Understanding.

6.3. The County shall provide the Union with a computer run of the names, employment status, date of hire, classification numbers, and department number of all unit employees each quarter.

6.4. The Union shall have access to the County's inter-office mail system for communication with County management on matters within the scope of representation, and for communication between Union officers and Union stewards. If this privilege is abused, as determined by the County Employee Relations Officer, the access may be discontinued after having met and consulted with the Union.

6.5. The County agrees to notify the Union when the County intends to utilize SWAP and General Relief work crews for County projects of a temporary work nature that have not historically been performed by regular County staff. SWAP and General Relief work crews are not to be used to supplant County employees, but in certain cases may be used to supplement existing staff.

6.6. The County shall provide a computer run of the name and total number of hours worked per fiscal year of extra help employees in job classifications represented by the Union. Said computer run shall be provided on a quarterly basis.

## 7. MAINTENANCE OF MEMBERSHIP

7.1. The County will honor authorization cards and petitions, as set forth in Paragraph 7.5 herein, submitted by employees represented by AFSCME.

7.2. The County shall deduct Union dues via payroll deduction in the amount designated by the Union for said dues for each employee who has submitted the appropriate membership application form. It is understood that such authorization may be rescinded by such employees only during a period between 90 and 70 days prior to the expiration of this Memorandum of Understanding. Attempts to rescind dues deduction at any other time shall not be accepted, and such written rescission shall be returned to the employee.

7.3. Current Union members may continue the existing dues deduction relationship with the County or may submit new dues membership application cards or petitions pursuant to the provisions of Paragraph 7.1 of this Article.

7.4. AFSCME Local 1684 shall indemnify, defend, and hold harmless the County of Humboldt, its officers, employees and agents, against any costs of defending against any judgments resulting from any and all suits, claims, demands, and liabilities that might arise out of or by reason of any action that shall be taken by the County of Humboldt or its officers, employees or agents for the purposes of complying with the requirements of this Article. The County of Humboldt and its officers, employees and agents may choose to be defended by their own counsel at Union expense.

7.5. Application for Membership/Authorization for Representation. The authorization cards and petitions referred to in Paragraph 7.1 above shall be worded as set forth in Appendix B of this Memorandum of Understanding.

7.6. Changes in the amount of dues deductions for AFSCME members that are from a flat rate amount to another flat rate amount (e.g., \$8.50 to \$9.00) will be allowed by the County and implemented as soon as practicable upon receipt of the notice of change by AFSCME. Changes in the particular coefficient (e.g., 1.1% to 1.2%) as well as the "cap" on the dues rate will be allowed by the County and implemented as soon as practicable upon receipt of the notice of change by AFSCME. Prior to implementation of any other substantially different method of calculating dues, AFSCME will request to meet and confer with the County to discuss the implementation costs associated with such a proposed change.

7.7. Should any provision of this Article be determined illegal or invalid by final judgment of a court of competent jurisdiction, such provision shall be stricken from the Memorandum of Understanding; however, such determination shall not invalidate the remaining Articles of this Memorandum of Understanding, and the remaining provisions hereof shall remain in full force and effect for the duration of this Memorandum of Understanding.

7.7.1. Upon notification of such determination, the parties agree to meet and confer concerning substitution of provisions determined illegal or invalid.

## 8. STEWARD RECOGNITION AND DESIGNATION

8.1. The County will recognize a reasonable number of Stewards and their role in matters related to the following subject areas:

8.1.1. The administration of this Memorandum of Understanding.

8.1.2. Employee discipline cases.

8.1.3. Employee performance deficiency mitigation.

8.1.4. Employee safety and health.

8.2. Upon request, a written list of Stewards shall be furnished to the Employee Relations Officer no more than twice a year during the term of this Memorandum of Understanding.

8.3. Stewards shall be permitted reasonable use of County phones to make and receive local calls for the representational purposes cited in Paragraph 8.1 above.

8.4. Long distance calls, or calls which interfere with the operations of County programs and services, are expressly forbidden.

8.5. Stewards shall not use County phones nor County paid time to organize new members.

8.6. A Steward may be granted reasonable time off from their normal work day or shift without loss of compensation for representational purposes described in Paragraph 8.1 above. Such paid release time is subject to the advance notification and approval of the Steward's immediate supervisor.

8.7. County and Union agree to hold mutual labor-management training with topics and training dates to be agreed upon mutually.

## 9. DEFINITIONS OF EMPLOYMENT TERMINOLOGY

(Article 9 is an excerpt from the Salary Resolution and included in this Memorandum of Understanding for informational purposes only.)

9.1. Employee. The term "employee" when used herein shall include officers, deputies, assistants and all other persons employed by the County of Humboldt in the offices and institutions of the County of Humboldt.

9.2. Position. The term "position" when used herein shall mean a set of duties and responsibilities which may be assigned to a person who becomes an employee. All positions shall be in one of the following categories:

9.2.1. Regular Full-Time Position. A position in which an employee works a continuing, year-round, five (5) day week of seven and one-half (7½) hours or eight (8) hours per day; or a continuing, year-round, four (4) day week of ten (10) hours per day. Regular full-time positions can be either in the classified or unclassified Merit System as defined in Resolution No. 78-142, Section 2.

9.2.2. Regular Part-Time Position. A position in which an employee is paid on an hourly basis for working a continuing, year-round work week of fewer hours than the established work week in the department in which he/she is employed. Regular part-time positions are in the classified service as defined in Resolution No. 78-142, Section 2.

9.2.3. Grant Position. A position which has been authorized by the Board of Supervisors as a direct result of grant funding (Federal or State) or other outside subsidy becoming available to the County for the budgeting of additional County positions for a specific period of time, except for work experience positions as defined in Paragraph 9.2.5 below.

9.2.4. Extra-Help Position. A position intended to be occupied on less than a year-round basis to cover seasonal peak workloads, unanticipated workloads of a limited duration, normal vacation and sick leave relief, and other situations involving a fluctuating staff. Extra-help positions are paid on an hourly basis and are in the unclassified service as defined in Resolution No. 78-142, Section 2.

9.2.5. Work Experience Position. A full-time or part-time position which is designed to provide job training to persons who might not otherwise be able to compete in the labor market for regular positions. Work experience programs are normally supported by Federal or State grant funding with the condition that positions in the programs do not replace regular positions in the work force. Work experience positions shall be identified by the name of the program, and incumbents in the positions shall have such benefits, rights and privileges as may be due them under the applicable program guidelines.

9.2.6. Emergency Position. A position which is authorized during an emergency situation by the County Administrative Officer, as defined in Merit System Rule IV, Section 7, in order to prevent stoppage of public business, loss of life, or damage to persons or property.

9.3. Appointment. The term "appointment" when used herein shall mean the offer and acceptance of a job made in accordance with the Humboldt County Salary Resolution No. 78-142, and the Merit System Rules adopted by the Board of Supervisors. The offer must be made by the appointing authority or authorized representative and only to a person eligible for the type of appointment offered. The types of appointments are as follows:

9.3.1. Permanent Appointment. The appointment of a person to a regular full-time position in the unclassified service as defined in Paragraph 9.2.1 above, or to a regular full-time position in the classified service upon completion of the probationary period.

9.3.2. Probationary Appointment. A probationary appointment is the initial appointment of a person to a regular full-time position in the classified service and is made in accordance with Merit System Rule V.

9.3.3. Provisional Appointment. A provisional appointment is the appointment of a person to a regular full-time, regular part-time, or grant position in the absence of an appropriate employment list and is made in accordance with Merit System Rule IV, Section 6, pending the results of the next examination for the class to which the position is allocated. Provisional appointees must meet the minimum qualifications for the class prior to their appointment.

9.3.4. Regular Part-Time Appointment. The appointment of a person to a regular part-time position as defined in Paragraph 9.2.2 above.

9.3.5. Grant Appointment. The appointment of a person to a grant position as defined in Paragraph 9.2.3 above. In general, grant employees in full-time and part-time grant positions have all the rights and privileges of employees in regular full-time and regular part-time positions except permanent status and any exclusive rights or privileges of employees with permanent status; however, some grant appointments may carry with them a higher or lower level of rights, privileges or benefits, depending upon the regulations governing the administration of the specific grant program.

9.3.6. Temporary Appointment. The appointment of a person to an extra-help position as defined in Paragraph 9.2.4 above; or, under unusual circumstances and with the approval of the County Administrative Officer, to a regular full-time or regular part-time position. No temporary employee shall be allowed to work more than nine hundred sixty (960) hours during one (1) fiscal year under the direction of any one (1) appointing authority, except as authorized by the Board of Supervisors.

9.3.7. Substitute Appointment. The appointment of a person to a regular full-time or regular part-time position which is filled by a regular employee who is expected to be on an authorized leave of absence without pay for more than sixty (60) continuous working days. A substitute appointment may also be made to fill the position of a regular employee who is working in a grant-funded position. Substitute employees have all the rights and benefits of the regular employees they are replacing, except for permanent status and any exclusive rights or privileges of employees with permanent status. In all cases, the duration of a substitute appointment shall be determined by the length of time the regular employee is absent from the position.

9.3.8. Work Experience Appointment. The appointment of a person to a work experience position as defined in Paragraph 9.2.5 above.

9.3.9. Emergency Appointment. An appointment authorized by the County Administrative Officer in an emergency situation, as defined in Merit System Rule IV, Section 7.

## 10. APPOINTMENTS, ADVANCEMENTS AND DEMOTIONS

10.1. 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:

10.1.1. Appointment at Advanced Salary. When it appears to be in the public interest, and that an unusual condition exists or that the maintenance of continuity of skilled or experienced personnel so requires, and that the qualifications, education, previous training and/or experience of a proposed employee justify a beginning salary in excess of such minimum compensation, upon approval of the County Administrative Officer prior to the date of hire, an appointment may be authorized at some higher step than such minimum compensation in the appropriate range. After an employee's date of hire, salary advancements requested, other than those described in Paragraph 10.2 below, must be approved by the Board of Supervisors per Section 7 of the Salary Resolution.

10.1.2. 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.

10.2. Salary Advancements. Salary advancements for personnel who are on a range and step basis are predicated on length of service as follows:

10.2.1. All such employees shall receive an automatic increase of one (1) step on the first day of the pay period following the date that the employee's total actual hours in paid status equals thirteen (13) pay periods of full-time service rendered by him/her to the County in the same class. Thereafter, each such employee shall receive an automatic one-step increase up to and including Step E when their total hours in a paid status at each step equals twenty-six (26) pay periods of full-time service rendered by him/her to the County in the same class. The effective dates of each step increase will be the anniversary date of such employee.

10.2.2. Employees who are paid on an hourly basis shall receive an automatic increase in the same manner as described above, with the first increase on the first day of the pay period following the date that the employee's total actual hours in a continuous paid status equals thirteen (13) pay periods of full-time service rendered by him/her 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.

10.3. Promotional Salary Placement. An employee on a range and step basis promoted or reclassified to a position in a class having a higher maximum rate than that of his 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 Paragraph 10.2 above, with the first increase on the first day of the pay period following the date that the employee's total actual hours in a paid status equals thirteen (13) pay periods of full-time service rendered by him/her to the County in the same class.

When the normal promotion or reclassification for any 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.

The effective date of a reclassification shall be the first day of the pay period following approval of the reclassification by the Board of Supervisors.

For reclassifications and promotions, additional ranges being received temporarily by an employee (acting supervisor, working out of class, etc.) are not included in the calculation for step placement.

10.3.1. Any classification whose advancement is based upon professional certification/registration shall be advanced effective the first pay period following receipt by the Department head of written receipt of a copy of the required certification/registration.

10.4. Demotions. Demotions for employees on a range and step basis are to be handled as follows:

10.4.1. 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.

10.4.2. Downward Reclassification. When an employee's position is reclassified to a class having a lower salary range, the employee shall be placed either:

10.4.2.1. On the step in the new range that is equivalent to the salary received under the old range; or

10.4.2.2. On the nearest higher step of the new range if the present salary falls between steps of the new range.

10.4.2.3. 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.

10.4.2.4. 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.

10.5. Employment of Relatives. No person shall be employed by an appointing power who is a relative of the appointing power, and no person shall be assigned to a position that would cause him to directly supervise or be supervised by a relative, except in cases where female prisoners require escorts, or, upon approval of the Personnel Director, in positions requiring peculiar or exceptional qualifications of a scientific, professional or expert character.

10.5.1. "Relative" as used herein shall mean wife, husband, domestic partner, parent, child, grandparent, grandchild, brother or sister. "Domestic partner" shall mean a person who is neither married nor related by blood or marriage to the employee, is the employee's sole spousal equivalent, and is responsible with the employee for each other's welfare.

## 11. REGULAR PART-TIME STATUS

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

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

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

11.2.1. Merit System Rule IV (Recruitment, Selection and Appointment), Sections 3 (Promotional Examination) and 8 (Reinstatement).

11.2.2. Merit System Rule V (Probationary Periods).

11.2.3. Merit System Rule VI (In-Service Personnel Transactions), Section 3 (Demotion), 5 (Transfer), and 6 (Annual Performance Report).

11.2.4. Merit System Rule VII (Termination of Employment) except those sections applicable to Humboldt Deputy Sheriffs' Organization.

## 12. DIFFERENTIAL SALARIES

12.1. Night Shift Differential.

12.1.1. All employees who work a full-time shift (seven and one-half, eight, or ten hours) or more, which includes at least five (5) consecutive hours of work between 5:00 p.m. and 8:00 a.m. as a regular work assignment shall be paid fifty cents (\$0.50) per hour above their regular hourly rate for all hours worked. Overtime which is worked as an extension of an assigned day shift and on-call duty shall not qualify an employee for night shift differential.

12.1.2. Employees working at Sempervirens, PES or the Children's Center in the licensed classifications of Crisis Specialist, Mental Health Clinician I/II, Mental Health Case Manager II, Nurse Case Manager, Psychiatric Nurse, Psychiatric Technician I/II, and Supervising Psychiatric Nurse shall be paid a total of seventy-five cents (\$0.75) per hour during the swing shift (currently

3:00 p.m. – 11:00 p.m.) and a total of one dollar and seventy-five cents (\$1.75) per hour during the night shift (currently 11:00 p.m. – 7:00 a.m.). Other classes may receive said differential when agreed to by the County Personnel Director and the Union.

12.1.3. Employees whose work assignment entitles them to night shift differential shall receive the differential for hours taken as leave with pay until the first regular work day for which they would not be eligible for the differential.

12.2. Meal Differential. One meal per shift will be provided to employees who work at the Correctional Facility, Juvenile Hall, and Department of Health and Human Services when meals are served; and a snack will be provided to such employees who work at these facilities during the graveyard shift. This meal differential shall be limited to those employees whose work assignment prohibits them from leaving the facility to eat elsewhere during their meal period.

12.3. Outstation Differential. Sworn personnel in the Sheriff's Department assigned to substation and resident deputy posts (excluding Scotia) will receive one hundred fifty dollars (\$150.00) per month above their established salary range and step for special outstation pay

12.4. Acting Supervisor.

12.4.1. Upon written assignment by the department head or his designated representative, an employee shall be required to perform the principal duties of his supervisor when the supervisor is absent from the position or the position is vacant. Employees so assigned 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 ten (10) consecutive work days or longer and that payment of such additional compensation for more than twenty (20) consecutive work days shall require specific approval of the Board of Supervisors. Correctional Officers shall receive acting supervisor compensation only when the assignment is for eighty (80) consecutive working hours or longer.

12.4.2. Assignments will not be rotated to avoid the payment of compensation provided under this section, but may be rotated to provide supervisory experience to more than one employee, or other valid reasons. All such assignments shall be noted in the employee's next performance report, including a statement regarding the quality of the employee's performance during the assignment.

12.4.3. Section 7 of the Humboldt County Salary Resolution, and Paragraphs 9.2.6 and 9.3.6 of this Memorandum of Understanding will not be used to undermine the provisions of this section, but may be used to provide appropriate compensation and to expeditiously fill vacant temporary positions under special circumstances when conditions so warrant.

12.4.4. The provisions of this section shall apply to assignments which are made to positions designated as "management" or "confidential," including

department head positions. **Employees so assigned shall continue to be covered by the provisions of this Memorandum of Understanding.**

12.5. Registration Incentive. Employees in the class of Assistant Engineer I/II who obtain California registration as a Professional Civil Engineer shall receive a ten (10) salary range increase above base salary for said registration. Such increase shall commence on the first day of the pay period following the date the employee receives written notice of said registration from the state.

12.6. Out of Class Assignment. Upon specific written assignment by an appointing authority or his designee, and with the written approval of the Personnel Director, an employee may be required to perform the principal duties of a higher classification when a position in the higher classification is vacant or the employee in the position is absent from the position.

Employees so assigned shall receive a ten (10) salary range increase or the top step in the higher classification, whichever is less, when the assignment is for more than fourteen (14) consecutive calendar days, **excluding regular days off**, with the increase to be effective the first day of the assignment. Should the assignment continue for more than 120 consecutive calendar days, the employee shall be compensated with the salary the employee would receive were they promoted to the higher classification; said increase to be effective commencing with the beginning of the pay period following the 120 consecutive calendar days of the assignment. The ten (10) salary range increase shall not be included in the calculation for step placement for the salary the employee would receive were they promoted to the higher classification.

The County shall not rotate employees in and out of out of class assignments for the sole purpose of avoiding payment of any out of class differential, but may rotate to provide training of more than one employee, or for other valid reasons.

This article is not intended to be used in place of or in conjunction with Article 12.4, Acting Supervisor.

12.7. 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:

12.7.1. The employee has been certified as bilingual by the Personnel Director following achieving a passing score on the oral, or oral and written, proficiency exam; and

12.7.2. For positions which the department head has designated requiring bilingual skills on the average of at least 10% of the employee's work time, the specialty pay shall be as follows:

Oral certification	37.5 hour work week - \$30.00 per pay period
	40.0 hour work week - \$32.00 per pay period

Oral and written certification

37.5 hour work week - \$45.00 per pay period

40.0 hour work week - \$48.00 per pay period

12.7.3. For 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 - \$18.75 per pay period

40.0 hour work week - \$20.00 per pay period

Oral and written certification

37.5 hour work week - \$30.00 per pay period

40.0 hour work week - \$32.00 per pay period

12.7.4. 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 his classification.

12.7.5. Employees working less than full-time shall receive a pro-rated amount of the above Bilingual Specialty Pay.

12.7.6. The County retains the right to rotate employees receiving Bilingual Specialty Pay for the purposes of training or experience.

12.8. Class A Stipend. Employees in the classification of Road Maintenance Worker I/II **and, effective June 29, 2008, Boat Operator** shall receive a \$25.00 per pay period stipend for possessing a valid California Class A driver's license.

### 13. OVERTIME

#### 13.1. Overtime Computation.

13.1.1. Overtime shall be computed on the basis of actual hours worked in excess of an employee's regular work week.

13.1.2. Overtime of five minutes or less in excess of a regular work day shall not be computed, nor shall such periods be accumulated. Overtime of more than five minutes in excess of a regular work day shall be computed on the basis of actual time worked.

13.1.3. When an employee covered by this Memorandum of Understanding has taken compensatory time off, or time off for holidays, such time off shall count as time worked for purposes of calculating overtime under this Article.

13.2. Prior Approval of Overtime. No overtime may be earned without prior approval of the appointing authority or his designee.

13.3. Overtime Accumulation and Payment. When an employee's compensatory time accumulation exceeds eighty (80) hours at the end of any given pay period, such employee shall receive cash payment in the following biweekly paycheck for all hours which have been accumulated in excess of eighty (80) hours during that pay period. Upon separation from County service, employees will be compensated in their final check for time off earned but not taken. When it becomes necessary, in order to maintain efficient operations, the County

Administrative Officer may authorize the cash payment of overtime to an employee who has less than eighty (80) hours of accumulated compensatory time.

13.4. Use of Accumulated Time. This article shall only apply to employees who have 40 hours or more of accumulated compensatory time as of the date of request for time off as described below. For employees who request time off for vacation, compensatory time, or holiday time the following shall apply:

13.4.1. As of the date of said request, if the employee is above 70% of the maximum vacation accumulation to which they are entitled, the employee may choose whether they desire vacation, compensatory time, or holiday time off, at their discretion.

13.4.2. As of the date of said request, if the employee is at 70% or below the maximum vacation accumulation to which they are entitled, the appointing authority may, at his discretion, require the employee to utilize accumulated compensatory time off.

13.5. Overtime Payment at Straight Time or Time and One-Half. Overtime will be accumulated and/or paid at straight time except that in the following situations a time and one-half rate will apply to employees in the classified service (the time and one-half rate is not cumulative when listed situations are concurrent).

13.5.1. Time Worked on a Regular Day Off (1½). Time worked on a regular day off for those employees who normally work a thirty-seven and one-half (37½) or forty (40) hour week.

13.5.2. Time Worked on a Holiday (1½). Time worked on a holiday.

13.5.3. Work Over Forty Hours Per Week (1½). Time worked in excess of forty (40) hours per week.

13.6. Unclassified Overtime. Employees in extra-help positions shall receive cash compensation for overtime worked.

13.7. Overtime for Staff Meetings and Training Sessions. Staff meetings which cannot be scheduled during regular working hours shall be considered overtime for those employees eligible to receive overtime. Training sessions which cannot be scheduled during regular working hours shall be considered overtime for those employees eligible to receive overtime when mandated by the appointing authority or by the certification and/or licensure requirements for particular classifications. No overtime may be earned for staff meetings and training sessions without prior approval of the appointing authority or his designee.

When an employee participates in training at his discretion, no compensation shall be provided in addition to the employee's regular compensation. However, employees shall be considered working for purposes of Workers' Compensation.

13.8. The County and the Union agree to discuss hours of work, overtime issues and compensation for the Correctional Officer series upon request of either party.

13.9. Cash Compensation for Overtime in Emergencies. When the Board of Supervisors declares that a state of local emergency exists or the Governor declares that a state of emergency exists within the County of Humboldt,

authorization for cash compensation for the pay period in which the overtime is worked shall be given by the department head for all employees assigned to duties specifically related to the emergency.

13.10. Cash Compensation for Overtime on Holidays. When an employee is required to work on a regularly scheduled holiday, overtime earned on the holiday shall be paid in cash during the pay period in which the overtime is worked.

13.11. Cash Compensation for Overtime at 37½ Hour Rate. Any cash compensation paid pursuant to this section to a full-time classified, 40 hour week employee, over and above his regular compensation, shall be calculated at the hourly rate for a thirty-seven and one-half (37½) hour per week employee at the same salary range and step.

13.12. Disposition of Accumulated Leave at Termination.

13.12.1. Accumulated compensating time off 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.

13.12.2. Payment for unused compensatory time shall be at a rate of compensation not less than the average regular rate received by such employee during the last 3 years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

#### 14. ON-CALL

14.1. 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.

14.2. On-Call Compensation. Any employee required by his department head to remain available for immediate call shall receive fifteen (15) minutes of compensatory time off for each hour on-call, except that Probation Department employees shall be compensated either in cash or compensatory time off, at the discretion of the Chief Probation Officer and with the approval of the individual employee, on the basis of fifteen (15) minutes of compensation for each hour on-call.

#### 15. CALL-BACK

15.1. Call-Back Minimum Compensation Policy. Employees required to work a) in excess of a regular working day or shift, or b) on a day off shall be credited for a minimum of three (3) hours of overtime when such excess time is not continuous

with the regular, scheduled working day or shift and any of the following conditions appear:

15.1.1. No Prior Notice. An employee is called back to work without having been so notified prior to the completion of his regular working day.

15.1.2. Work More Than Three Hours After Regular Work Day. An employee has been notified prior to the completion of his regular working day that he will be required to return to work at a time more than three (3) hours after the completion of his regular working day.

15.1.3. Call-Back Policy Explanation. An employee who is required to return to work a second time within four (4) hours of time worked under one of the conditions set out above shall not receive an additional three (3) hours minimum credit for such second call, but shall be compensated for actual hours worked.

## 16. MISCELLANEOUS PROVISIONS

16.1. Rest Periods. Each appointing power shall grant rest periods to employees of his department. Such rest periods shall not exceed fifteen (15) minutes in any three and one-half (3½) consecutive hours of work. Rest period time not taken cannot be accumulated.

16.2. 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.

16.3. Grant Status. Employees in grant status as of May 1, 1997 shall become regular employees and shall be in a probationary status if they have served in their current class (as of May 1, 1997) less than six months. They shall be in a permanent status if they have served in their current class (as of May 1, 1997) six months or more. Said employees' previous time spent in grant status shall be counted for purposes of seniority points in the event of a reduction in force.

16.3.1. New grants will be evaluated on a case by case basis to determine whether positions funded should be regular status or grant status. Grants which are anticipated to continue beyond one year normally will be filled by probationary/permanent employees.

16.3.2. In no event shall any allocated position remain grant status for longer than two years. At the end of two years, a grant position shall become regular.

16.3.3. Should a grant position become regular, time spent in grant status by the incumbent shall be counted for purposes of probationary period and seniority points.

**16.4. Correctional Officer Involved Shootings.**

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

**16.4.2. If an officer in this unit is involved in a shooting, every attempt will be made to immediately contact either the AFSCME representative or the PORAC representative. The choice of the person contacted shall be by the officer involved.**

**16.5. Job Sharing. Job sharing is defined as the allocation of a full-time position to two employees. Job sharing is subject to the following:**

**16.5.1. Prior written approval of the Appointing Authority.**

**16.5.2. Accrual and use of benefit time (vacation, sick leave, holidays, etc.) to be based on the part-time hours assigned to each of the employees job sharing.**

**16.5.3. Employees will be eligible for benefits based on the part-time hours assigned to each of them. One of the employees must agree to waive participation in the County medical insurance program (including opt-out payment).**

**16.5.4. The Appointing Authority may, at any time, revoke the job sharing arrangement. Employees may then return to their prior position, if vacant and budgeted, or they will be offered the following options:**

**16.5.4.1. One may assume the fully allocated position based on seniority.**

**16.5.4.2. May move to another vacant position in the same class in the same department or another department if accepted by the new department's appointing authority.**

**16.5.4.3. May move to a lower level position in the same or related series in the same department or another department if accepted by the new department's appointing authority.**

**16.5.4.4. May be laid off in accordance with applicable County Merit System Rules or LAPS Rules.**

**16.6. Carpooling. The County and AFSCME agree to form a joint committee to discuss issues surrounding the reduction in the number of employees using vehicles with only one occupant. Subjects to be discussed include, but are not limited to the following: carpooling, preferred parking for carpool participants, HTA discount for County employees.**

**16.7. Security Guards. When the current County agreement with American Star Security (2008) expires, the County agrees to meet with AFSCME prior to renewing said agreement. The purpose of meeting is to discuss alternatives to using American Star Security.**

**16.8. New Employee Orientation. Whenever a person is hired into a County position and required to attend a new employee orientation, that orientation shall only occur after the date of hire of the employee and shall be paid work time.**

17. OUTSIDE EMPLOYMENT

17.1. 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 efforts will be subject to approval by any officer, employee, board or commission of Humboldt County unless otherwise approved in the manner prescribed below.

17.1.1. Each appointing power may determine those outside activities, as defined in this Article, for employees under his jurisdiction, that are inconsistent, incompatible, 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:

17.1.1.1. Involves the use for private gain or advantage of Humboldt County time, facilities, equipment and supplies, or the badge, uniform, prestige, or influence of their Humboldt County office or employment; or

17.1.1.2. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than Humboldt County for the performance of an act which the officer or employee, if not performing 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

17.1.1.3. Involves the performance of an act in other than their capacity as a Humboldt County officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee of Humboldt County; or

17.1.1.4. Involves such time demands as would render performance of their duties as a Humboldt County officer or employee less efficient.

17.1.2. 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.

17.2. 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.

17.3. Prohibition Against Loaning County Equipment. No employee shall allow any other person to rent, borrow or use any of the items mentioned in Paragraph 17.2 above for any other than a public purpose, except upon prior order of the Board of Supervisors.

17.4. 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.

## 18. VACATIONS

18.1. No Vacation Until Earned. No vacation shall be allowed to any County employee until such vacation has been earned as provided herein.

18.2. Initial Vacation Entitlement. Employees **in regular full-time positions** shall be allowed the hourly equivalent of one (1) day of credit for vacation with pay. Thereafter, such employee shall, for each calendar month of full-time service, be allowed the hourly equivalent of 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.

18.3. Vacation Computation.

18.3.1. After completion of three (3) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of one-fourth (1/4) of an established work week of credit for vacation with pay.

18.3.2. After completion of ten (10) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of one-third (1/3) of an established work week of credit for vacation with pay.

18.3.3. After completion of fifteen (15) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of five-twelfths (5/12) of an established work week of credit for vacation with pay.

18.3.4. After completion of twenty (20) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of one-half (1/2) of an established work week of credit for vacation with pay.

18.3.5. 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

18.4. 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.

18.5. Payment for Vacation on Termination. Any employee who has been in continuous full-time service of the County for a period two (2) pay periods or more who resigns, terminates or retires there from, 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.

18.5.1. 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.

18.6. 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 18.5 above, no employee shall be entitled to any compensation for accrued vacation that is not taken.

18.7. No Vacation for Temporary Employees; Part-Time Vacation Accumulation. No vacation with pay is allowable to temporary employees. Regular part-time employees shall be entitled to vacation benefits provided by this section in that

proportion that the actual number of hours worked bears to full-time employment.

18.8. 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.

18.9. Vacation Conversion to Sick Leave. When an employee is using authorized, pre-approved vacation credit they may convert the vacation leave to sick leave under the following conditions:

18.9.1. The employee must submit written documentation from a physician verifying that the employee was ill or injured during the time period requested for the conversion; and

18.9.2. The physician's written documentation must verify that the illness or injury would have prevented the employee from reporting to work and continuing to work their entire shift; and

18.9.3. Leave credits may not be converted for less than one regular work shift.

**18.10. Correctional Officers may take vacation on a seniority basis as follows:**

**18.10.1. Employees shall submit a vacation request at least thirty (30) days prior to the effective date of the vacation, except when an employee and department agree to less advance notice to his/her supervisor or the supervisor's designee.**

**18.10.2. Such request shall be returned to the employee within ten (10) days of the date the request was submitted, either approved or disapproved. Such requests shall be evaluated on a first come basis. Two or more requests for the same vacation day(s) submitted on the same day shall be approved on a seniority basis (seniority for this section shall be defined as date of hire as a Correctional Officer), by classification. If an employee does not receive a dated written response from their supervisor in person, by submission to the employee's office mailbox, or by electronic mail within ten (10) days of submission, the employee will automatically receive the requested days off.**

**18.10.3. Cancellation of an approved scheduled vacation may be authorized, at the division administrator level and above, only in the event of an emergency.**

**18.10.4. An emergency means a natural or manmade disaster or sudden unexpected need to increase the level of services to the community.**

**18.10.5. An employee whose vacation is cancelled by the Department shall receive preference in rescheduling vacation.**

**18.10.6. Employees who voluntarily transfer from one work assignment unit to another will be subject to review. This would also apply when an officer requests and receives a shift trade. When a shift trade occurs any previously approved requests will be evaluated on a case by case basis.**

## 19. SICK LEAVE WITH PAY

19.1. 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 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.

19.2. 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.

19.3. 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 **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 shall disapprove the request for sick leave. **A person who is ill without benefit of sick leave will not be considered AWOL due to the lack of sick leave provided they have met the above requirements for sick leave approval.**

19.4. 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 income will result in a payment to him of not more than his full salary or wage. When computing vacation, sick leave or overtime under this paragraph, the employee shall be given credit for any holidays that occur during the period of absence hereunder.

19.4.1. 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.

19.5. Part-Time Employee Computation. Regular part-time employees shall be entitled to sick leave benefits as provided by this section in that proportion that the actual number of hours worked bears to full-time employment.

19.6. 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:

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

19.6.2. Sickness or disability sustained while on leave of absence other than his regular vacation.

19.7. Leave Not to be Used as Vacation. Sick leave shall not be used in lieu of or in addition to vacation.

19.8. 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 Paragraph 19.12 below or as provided by the PERS sick leave credit option. 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 Paragraph 19.10 below except that no employee hired after January 1, 1997 shall receive payment for sick leave accrued upon termination.

19.9. 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.

19.10. Part Pay for 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 such 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%

19.10.1. The compensation schedule shall be interpreted as follows:

19.10.1.1. 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.

19.10.1.2. 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.

19.10.1.3. 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.

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

19.10.3. 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 based on the schedule in 19.10.1 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 separate deposits in three separate calendar years.

19.10.3.1. The amount of sick leave an employee may elect to convert is based on 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.

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

19.10.3.3. Any sick leave subject to compensation per 19.10.1 that remains upon separation shall be paid to the employee by check or by deposit into deferred compensation, at the employee's option.

19.11. 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.

19.12. 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 Paragraph 19.10 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 Paragraph 19.10 at the time of the layoff.

## 20. HOLIDAYS

20.1. Holiday Policy. All employees, except those excluded in Paragraph 20.3 below, 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.

20.1.1. The scheduled holidays are:

January 1, New Year's Day

The third Monday in January, Martin Luther King Day

The twelfth day in February, Lincoln's Birthday

The third Monday in February, President's Day  
The last Monday in May, Memorial Day  
The fourth day in July, Independence Day  
The first Monday in September, Labor Day  
The second Monday in October, Columbus Day  
The eleventh day in November, Veteran's Day  
The fourth Thursday in November, Thanksgiving Day  
The Friday after Thanksgiving Day  
The twenty-fifth day of December, Christmas Day  
And every day appointed by the President or Governor for a public fast, thanksgiving or holiday when so designated by the Board of Supervisors.

20.1.2. 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. At least one of these holidays must be taken in the fiscal year in which the holiday units are credited. 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 their regular work day (to a maximum of 8 holiday units).

**Newly hired employees shall receive a pro-rata share of these two (2) additional holidays based upon their date of hire.** Part-time employees shall receive such credits pursuant to Paragraph 20.3.2. **On a regularly scheduled work day employees may use accumulated floating holiday or vacation hours to take off "Cesar Chavez Day" unless the Appointing Authority determines there is a compelling business necessity to deny such time off.**

## 20.2. Saturday and Sunday Holidays.

20.2.1. When a scheduled holiday falls upon a Sunday, the following Monday shall be a holiday. When a scheduled holiday falls upon a Saturday, the preceding Friday shall be a holiday. Notwithstanding the above, if a scheduled holiday falls on a Sunday and an employee 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.

20.2.2. Regardless of days worked or days off, all employees working on a regular basis shall be entitled to the same number of days off or fractions thereof for legal holidays which occur during the year as would normally be earned by an employee whose work week extends from Monday through Friday and whose regular days off are Saturday and Sunday. This paragraph is provided with the intent of assuring equitable treatment for all employees.

## 20.3. Part-Time Employees Holiday Computation.

20.3.1. All regular part-time employees who are normally scheduled to work one-half (½) time or more will be compensated for scheduled holidays occurring during the pay period if they meet the requirements of Paragraph

20.1 above. Such compensation shall be calculated at the same rate as the employee's budgeted position bears to a full-time position, e.g., an employee who holds a 50% position would be eligible to receive 50% holiday compensation or credit.

20.3.2. Regular part-time employees who are eligible for compensation for scheduled holidays shall also be eligible for optional holiday credit. Such credits shall be calculated at the same rate as the employee's budgeted position bears to a full-time position.

20.3.3. Temporary employees and employees paid on a daily rate basis shall not be compensated for holidays not worked, and any employee hired specifically to work on a holiday shall not receive holiday units for working on the holiday.

20.4. Ten Hour Per Day Employees Holiday Computation. Holiday time for those employees working a ten (10) hour day, four (4) days per week, shall be accrued and taken on the basis of an eight (8) hour day.

20.5. Disposition of Accumulated Holiday Credit Upon Termination. Accumulated holiday credit will be paid off in cash based upon the base pay of the employee in effect 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 leave time.

20.6. Any employee who is required to work on a scheduled holiday shall be paid as specified in Paragraph 13.5.2 of this Memorandum of Understanding and, in addition, shall receive an appropriate number of holiday units for actual hours worked up to a maximum of 8 hours for employees who work 80 hours biweekly and 7½ hours for employees who work 75 hours biweekly. The holiday units can be taken off at any time with the approval of the appointing power.

## 21. LEAVES OF ABSENCE

### 21.1. Leaves Without Pay.

21.1.1. 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 ten (10) working days or less 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.

21.1.2. Unpaid Leave for Union Business. An employee may, with approval of his department head, take an unpaid leave of absence of up to five (5) days for purposes of Union business. Such leave of absence may be taken more than once, but shall not exceed a total of five (5) days per fiscal year.

21.1.3. 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.

21.1.4. Denial by Department Head. If the department head denies the request, he shall submit the reasons(s) therefore in writing to the employee.

21.1.5. 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.

## 21.2. Military Leave

21.2.1. 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.

21.2.2. 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.

## 21.3. Family Sick Leave and Family Bereavement Leave.

21.3.1. 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 Article 19 of this Memorandum of Understanding), may be granted to an employee, whose employment status normally entitles him to vacation and sick leave benefits, for the care or attendance upon members of his immediate family who are sick (as defined in Article 19.1), upon written request to and approval of the appointing power. Regular part-time employees who are eligible under this section may be granted such leave in the same proportion that the number of hours budgeted for that position bears to full-time. Family sick leave may be utilized for immediate family members for purposes defined in Article 19.1.

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

21.3.3. For purposes of this section, "immediate family" shall mean husband, wife, domestic partner, parent, child, stepparent, grandparent, grandchild, brother, sister, foster child, stepchild, or other child relative for whom care is being provided by an employee, **mother-in-law, father-in-law**, or any household member who maintains a unique or non-typical family relationship with the employee so as to be considered a member of the employee's immediate family as listed above.

## 21.4. Medical Leave of Absence.

21.4.1. Subject to Merit System Rule XI, Section 3A, and the other provisions of this article, an appointing power may, with the approval of the Personnel Director, grant a leave of absence without pay to an employee whose ability to

perform his 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 may be considered a final opportunity to recover from a mental or physical incapacity to perform required duties prior to being terminated from County employment.

21.4.2. 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 Memorandum of Understanding for as long as the employee continues to pay his share of dependent premiums and agrees to the health insurance payment schedule by signing the form and returning it to Payroll within 15 calendar days. If the signed payment schedule is not returned to Payroll within 15 calendar days, the employee will be changed to Direct Pay status and pay the entire premium directly to the medical insurance provider. The employer share of the premium would be reimbursed to the employee upon verification from the medical insurance provider that the premium was received.

21.4.3. In order to be granted a medical leave of absence, an employee shall make a request in writing to the appointing power, and shall submit the certificate of a licensed physician (**including Doctor of Chiropractic**), nurse practitioner or physician's assistant **using the County's Health Care Provider Certification form**. Any extensions of the leave shall require similar medical certification or other verification of the employee's continued disability.

21.4.4. The duration of a medical leave of absence shall depend upon the nature and extent of the employee's disability. A medical leave of absence shall be granted for up to one year from the time the employee is **in an unpaid status**. The Personnel Director may approve an extension of the one year maximum medical leave of absence where 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 and thereafter the Personnel Director may extend the medical leave up to an additional six months (for a total of 18 months). 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:

21.4.4.1. In a disputed workers' compensation case, an employee must exhaust accumulated time prior to being granted a medical leave of absence.

21.4.4.2. Under unusual circumstances, an employee may request to exhaust only his sick leave and compensating 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.

21.4.5. For purposes of this leave policy, concurrent multiple injuries or illnesses, new injuries or illnesses occurring while an employee is on a medical leave of absence, and the recurrence 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.

21.4.6. An employee who has been granted a medical leave of absence who is unable to return to his former position within one (1) year from the start date of the medical leave may be terminated for mental or physical incapacity to perform the required duties. An employee terminated under this provision is eligible for reinstatement to return to County employment pursuant to Humboldt County Merit System Rule IV, Section 8, but shall be subject to medical examination by a County-approved physician to certify fitness to perform required duties.

21.4.7. 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 her attending physician. Extension of the medical leave of absence shall be granted, up to the one year maximum cited in Paragraph 21.4.4 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.

21.4.8. The provisions of this policy shall supersede any conflicting provisions of Humboldt County Merit System Rule XI, Section 3.

21.5. 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:

21.5.1. All employees shall willingly accept ordered jury duty as one of the obligations of citizenship.

21.5.2. 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.

21.5.3. Each appointing power shall properly notify jury officials when jury service by an employee would seriously impair the proper operation of the department.

21.5.4. Each employee shall expeditiously report his probable absence for jury duty and shall immediately report the termination of such jury service.

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

21.5.6. Upon request of an employee who has been ordered to jury duty, the County shall endeavor to change an employee's work schedule when said employee's work schedule is other than "day shift." If the employee's schedule cannot be changed, the reasons for the denial shall be submitted in writing to the employee.

21.6. Court Appearances. Employees required by subpoena or otherwise to be present in court other than as jurors shall be subject to the following regulations:

21.6.1. Where such court appearances are directly connected with County employment, time in court shall be considered as full-duty status.

21.6.2. 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.

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

21.6.4. In the case of a member of the Sheriff's Department appearing as a witness in a civil case in connection with a matter regarding an event or transaction which has been perceived or investigated in the course of duty, the party requesting the subpoena shall be required to make the deposit specified by Government Code Section 68097.2.

21.7. Leaves for Disasters or Emergency Conditions. Special leave with pay may be provided when a disaster or emergency condition prevents an employee from making the regular commute between his primary residence and the job site. It is anticipated that this special leave will be unique and infrequent but necessary to cover the special conditions that do occur from time to time. The appointing authority shall advise the Auditor-Controller concerning the date and duration of this special leave granted to all employees under his supervision.

21.8. Investigative Leave With Pay.

**21.8.1. If an employee's actions clearly indicate that the employee's continued presence at the worksite would have detrimental consequences and has impaired the effectiveness of the employee in his/her position, the appointing authority may place the employee in an "investigative leave with pay" status. The length of such leave shall be determined by the appointing authority, pending notice of proposed disciplinary action and the effective date of the proposed action.**

21.8.2. Such investigative leave shall not be granted in lieu of the five (5) day suspension which may be imposed during disciplinary proceedings under Merit System Rule X, Section 2. Investigative leave, if granted, shall not be continued when an investigation has been concluded and absence from duty is a result of disciplinary proceedings.

21.8.3. If the investigation and processing of the allegation has not been concluded by the end of the investigative leave, the employee may take earned leave time off or may be placed on unpaid leave of absence by the Personnel Director pending the disposition of the charge or allegation.

#### 21.9. Family Leave of Absence.

21.9.1. Upon request, an employee may be granted up to a total of four (4) months of unpaid leave of absence for the birth, adoption, or serious illness of a child, or in the event of the serious illness of a spouse or parent, pursuant to the California Family Rights Act of 1991. At the request of the employee, such family leave may be extended at the discretion of the County.

21.9.2. When an employee is on a family leave of absence, 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 leave goes into effect, and the employee elects to continue coverage for dependents while on leave, the County shall continue to pay its share of dependent coverage. **Employees who have chosen not to participate in medical coverage shall continue to receive the "opt-out" cash benefit (MOU Article 44.3).**

21.9.3. An employee must use accumulated vacation, holiday credits, or compensating time prior to taking a family leave of absence.

21.10. Industrial Injury Leave. Employees in the Correctional Officer I/II, Senior Correctional Officer, Correctional Supervisor, and Jail Compliance Officer classifications who suffer industrially incurred injuries shall be compensated in accordance with the provisions of Section 4850 of the State of California Labor Code, as amended and interpreted by a court of competent jurisdiction.

21.11. Voluntary Furlough. Employees may participate in a voluntary unpaid furlough program in accordance with the following guidelines. The leave (furlough) would be granted only after prior approval of the appointing authority. Leave is not to exceed 520 hours per fiscal year for a 40 hour per week employee, and a pro rata amount for employees working less than 40 hours per week. Leave is not to be used in lieu of medical leave. Credits toward sick leave, vacation and holiday eligibility would accrue as if the employee were in paid status. Leave time shall count toward time in service for step advancement, completion of probation, and seniority for purposes of layoff. Leave shall be granted without requiring the employee to use other accumulated leave time first. Leave shall be granted only to those employees who are in paid status the entire work day before and the entire work day after the leave day(s). Leave shall not be available to employees on other leave without pay.

## 22. CATASTROPHIC LEAVE

22.1. 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 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 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. Any household member who maintains a unique or non-typical family relationship with the employee so as to be considered a member of the employee's family as listed above shall be included in catastrophic leave.

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

22.2.1. Any employee may donate accumulated vacation, compensatory time or holiday time to an eligible employee. Sick leave cannot be donated.

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

22.2.3. 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.

22.2.4. 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.

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

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

### 22.3. Conditions Under Which Paid Leave Credits May Be Used.

22.3.1. 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.

22.3.2. 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.

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

22.3.4. Only employees who accrue vacation are eligible to receive donated paid leave time.

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

22.3.6. In no event shall a leave for the recipient employee be granted for longer than one year from the time the employee is **in an unpaid status**.

## 23. TRAVEL EXPENSE AND MILEAGE ALLOWANCE

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

## 24. CLOTHING AND EQUIPMENT

### 24.1. Reimbursement for Damaged or Stolen Items

24.1.1. Upon approval of the County Administrative Officer, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing clothing or prostheses or other personal property of an employee, such as eyeglasses, hearing aides, dentures, watches, or articles of clothing, necessarily worn or carried by the employee or required by the nature of his duties, when such items are damaged or destroyed in the line of duty without fault of the employee or stolen from County facilities.

24.1.2. 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.

24.2. Coveralls. The County shall provide either rented or purchased coveralls to employees of the Public Works Department and Building Maintenance Department as outlined below. The County Administrative Officer shall specify the procedure to follow in obtaining coveralls furnished by the County.

#### 24.2.1. Public Works Department.

24.2.1.1. Every new employee on a road crew, upon obtaining permanent status, shall be issued one (1) new pair of coveralls. This does not apply to employees on a road crew who promote to a higher classification.

24.2.1.2. Each Road Maintenance Barn shall be issued two (2) pairs of coveralls. It shall be the responsibility of each road crew to determine which employees shall receive said replacement coveralls. Those employees who receive the replacement coveralls must turn in their used coveralls in order to receive the replacement coveralls.

24.2.1.3. It shall be the sole responsibility of each employee to wash their County issued coveralls.

24.2.1.4. One (1) pair purchased yearly for each bridge crew member.

24.2.1.5. One (1) pair purchased yearly for the operators of the brush cutter, sweeper, crusher and mower.

24.2.1.6. One (1) pair rented weekly for the operators of "low beds."

24.2.1.7. Two (2) pairs rented weekly for each traffic control crew member.

24.2.1.8. Three (3) pairs rented weekly for employees in the following classes: Automotive Mechanic, Equipment Mechanic, Senior Equipment Mechanic, Automotive Service Worker, Fabricator-Mechanic, Tire Repair Worker.

24.2.1.9. Smocks will be provided to employees in the following classes: Parts Storekeeper and Senior Parts Storekeeper.

#### 24.2.2. Building Maintenance Department.

24.2.2.1. Two (2) pairs purchased yearly for each Carpenter and Painter.

24.2.2.2. Two (2) pairs rented weekly for Facilities Maintenance Mechanics.

24.2.2.3. Smocks or coveralls will be provided to employees of the Custodial Division.

#### 24.3. Uniform Allowance.

24.3.1. Agricultural/Weights and Measures Inspectors, Airport Services Workers, Airport Groundskeepers, **Facilities** Maintenance Mechanic **assigned to the Airport, Supervising Airport Service Worker**, Park Caretakers, Senior Park Caretakers, Parks Supervisors, Community Service Officers, and Correctional Officers shall wear the uniform prescribed by their appointing authority.

24.3.2. Employees in all classes except Correctional Officers **I and II, Senior Correctional Officers, Correctional Supervisor**, Community Service Officers, **Jail Compliance Officers**, Park Caretakers, Senior Park Caretakers, Parks Supervisors **and Animal Control Officers** listed in Paragraph 24.3.1 above shall receive an annual uniform allowance of \$150.00.

24.3.3. Employees in Correctional Officer **I and II, Senior Correctional Officer, Correctional Supervisor**, Community Service Officer, **and Jail Compliance Officer** classifications shall receive an annual uniform allowance of **\$635.00; employees in the classification of Animal Control Officer shall receive an annual uniform allowance of \$500.00;** employees in the Park Caretakers, Senior Park Caretakers, and Parks Supervisors classes shall receive an annual uniform allowance of \$285.00. Said employees shall be required to purchase and maintain steel toed safety boots as part of their work uniform.

24.3.4. An employee newly hired into a class listed in Paragraph 24.3.1 above shall receive a uniform allowance of \$240.00 no later than receipt of his second payroll warrant. Such uniform allowance is in addition to the annual uniform allowance set forth in Paragraphs 24.3.2 and 24.3.3. Employees newly hired in the Park Caretakers, Senior Park Caretakers, and Parks Supervisors classes shall receive a uniform allowance of \$340.00.

**24.3.5. Effective the first full payroll period in September 2008 the above stated annual amounts (excluding those in 24.3.4) shall be paid pro-rated on a bi-weekly basis.**

24.4. In the event of a substantial uniform change by the County, the County and the Union agree to meet and confer on the compensation to employees for the cost of such uniform change.

24.5. Correctional Officer Uniforms.

24.5.1. If uniforms currently prescribed for Humboldt County Correctional Officer classifications are to be changed by the Sheriff during the term of this Memorandum of Understanding, the Union and the County agree to meet and consult upon request of either party.

24.5.2. Uniform and Insignia Committee. If Paragraph 24.5.1 above is invoked, the issue of uniform and insignia differentiation, if any, between uniformed employees of the Sheriff's Department shall be submitted to the Sheriff's Department Uniform Committee. The issues for consultation, and subsequent recommendation thereon to the Sheriff, shall include, but not be limited to, departmental rank designation, insignia, and uniform. For purposes of the discussions, the Sheriff will appoint an employee from each division which requests participation on such Committee and AFSCME shall appoint an ad hoc member to the Committee.

24.5.3. The County shall provide up to five (5) serviceable bullet-proof vests for Correctional Officers who are regularly assigned to transportation of inmates outside the Humboldt County Correctional Facility.

**24.6. Correctional Officer Related Equipment Purchase. Once each calendar year employees in the Correctional Officer Series may request that the County purchase police-related equipment on their behalf. The equipment must be approved by the requesting employee's appointing authority in advance of the purchase. Upon receipt of the equipment, the employee shall reimburse the County for the full cost of the equipment through equal payroll deductions of up to one year. No purchase may be made under this section until any previous purchase has been paid in full by the employee. The amount of the equipment shall not exceed \$1,000.00 in total cost.**

25. TOOL REPLACEMENT

25.1. Tool Maintenance Allowance.

25.1.1. Employees in the classification Tire Repair Specialist shall receive a tool maintenance allowance of \$125.00 per year.

25.1.2. Employees in the following classifications shall receive a tool maintenance allowance of \$250.00 per year: Automotive Mechanic, Senior Automotive Mechanic, Equipment Mechanic, Senior Equipment Mechanic, Automotive Service Technician, Facilities Maintenance Mechanic, Fabricator-Mechanic, Carpenter, and Work Crew Leader.

25.2. The County agrees to furnish a safe and suitable storage space for employees' personal tools normally and consistently used in the scope of employment.

25.3. 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.

25.3.1. 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.

25.4. Procedures. Administration and payment of the tool maintenance allowance shall be in accordance with the following guidelines:

25.4.1. Eligibility and Time for Payment. Regular full-time and regular part-time 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.

25.4.2. 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.

25.5. 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, and the provisions of Paragraph 24.1 of this Memorandum of Understanding shall not apply to such tools.

## 26. PAY PERIOD AND TIME FOR RECEIPT OF PAYROLL WARRANTS

26.1. 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.

26.2. 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 Memorandum of Understanding, an employee shall not be paid in excess of the equivalent of ten (10) shifts in any pay period.

26.3. Time for Receipt of Payroll Warrants. Employees shall receive payroll warrants on the first Friday following the end of each pay period. When a pay day falls on a legal holiday, employees shall receive their payroll warrants on the day preceding the normal pay day.

26.4. Time Card Alteration.

26.4.1. In the event that the time card of an employee is altered, except when that alteration corrects clerical or computational error(s), the employee shall be notified prior to the alteration.

26.4.2. In the event that such employee whose time card is altered is unavailable for prior notification, he shall be notified of the alteration as soon as practicable after return to his assigned work station.

## 27. DAYS AND HOURS OF WORK

27.1. Policy on Alternative Work Schedules.

27.1.1. 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.

27.1.2. Upon request of an employee, the County shall endeavor to allow flexible work schedules for employees who have personal medical or family medical problems or child or parent care responsibilities.

27.1.3. Upon request by either the Union or an employee, the County shall consider the feasibility of flexible work schedules. The County retains the sole right to determine whether to approve flexible work schedules.

27.2. Days and Hours of Work. Recognizing that County employees work various days and hours, and further recognizing that changes in these will inevitably continue, a listing of the hours worked by classification/department will no longer be included in this Memorandum of Understanding. In lieu of that listing, the County agrees to meet and confer on all proposed changes prior to their implementation.

28. WITHHOLDING TERMINAL PAY OF PHYSICIANS PENDING COMPLETION OF MEDICAL RECORDS

28.1. Upon the termination of the employment of an Assistant County Physician, the terminal pay of such physician shall be withheld until it has been demonstrated that all records in such physician's name have been satisfactorily completed and a written statement to this effect has been given to the Auditor-Controller by the appointing authority. This provision is enacted upon the basis that the completion of such records is an integral part of the professional duties of Assistant County Physicians, and that failure to complete such records indicates that the salary of the physician responsible therefore has not been earned. The provisions of this section shall control over any inconsistent provisions of this resolution or any other resolution or order of the County of Humboldt.

29. SALARIES

29.1. Public Employees' Retirement System.

29.1.1. Employees shall pay their own required member contributions to the Public Employees' Retirement System (PERS).

29.1.2. Effective June 4, 2006, the County shall implement the PERS 2.7% @ 55 miscellaneous contract option.

29.1.3. In accordance with PERS Law, eligible employees in the classifications listed below shall be covered by 3% at 50 Safety Retirement. Classifications to be included are Correctional Officer I and II, Senior Correctional Officer, Correctional Supervisor, Group Counselor, and Supervising Group Counselor. Eligible employees in these classifications shall pay to PERS 9% of their gross biweekly compensation (the employee's contribution prescribed by PERS).

29.2. Salaries.

29.2.1. Effective **June 29, 2008**, the base wage of all classifications in units represented by the Union shall be advanced **twelve** salary ranges (approximately **6%**). **In addition to this the following classifications shall be advanced the number of ranges listed:**

<u>Classification</u>	<u>Salary Ranges</u>
<b>Departmental Information Systems Analyst</b>	<b>8</b>
<b>Departmental Information Systems Supervisor</b>	<b>14</b>
<b>Departmental Information Systems Technician</b>	<b>4</b>
<b>Departmental Programmer/Analyst</b>	<b>9</b>
<b>Family Nurse Practitioner</b>	<b>21</b>
<b>Health Education Specialist I/II/Senior</b>	<b>20</b>
<b>Integrated Caseworker I/II/III/Supervisor</b>	<b>20</b>
<b>Occupational Therapist</b>	<b>48</b>
<b>Psychiatric Mid-Level Practitioner</b>	<b>21</b>
<b>Physical Therapist</b>	<b>48</b>
<b>Psychiatric Nurse</b>	<b>8</b>
<b>Psychiatric Technician I/II</b>	<b>8</b>
<b>Public Health Nutritionist</b>	<b>34</b>
<b>Public Health Nutritionist Supervisor</b>	<b>34</b>

<b>Senior Planner</b>	<b>10</b>
<b>Social Worker Supervisor II</b>	<b>15</b>
<b>SSB Information Systems Analyst I</b>	<b>12</b>
<b>SSB Information Systems Analyst II</b>	<b>8</b>
<b>SSB Programmer/Analyst (MSS)</b>	<b>9</b>
<b>Supervising Psychiatric Nurse</b>	<b>17</b>
<b>Agricultural Weights &amp; Measures Inspector I/II/Sr.</b>	<b>10</b>
<b>Animal Shelter and Care Attendant I/II</b>	<b>10</b>
<b>Assessment Technician I/II</b>	<b>10</b>
<b>Building Maintenance Custodian</b>	<b>10</b>
<b>Child Care Worker</b>	<b>10</b>
<b>Data Entry Operator I/II/Sr.</b>	<b>10</b>
<b>Laboratory Assistant I/II</b>	<b>10</b>
<b>Mail Services Driver</b>	<b>10</b>
<b>Medical Office Assistant I/II</b>	<b>10</b>
<b>Mental Health Aide</b>	<b>10</b>
<b>Mental Health Maintenance Custodian</b>	<b>10</b>
<b>Microfilm Technician I/II/Sr.</b>	<b>10</b>
<b>Parts Storekeeper</b>	<b>10</b>
<b>Recordable Documents Examiner I/II/Sr.</b>	<b>10</b>
<b>Stock Clerk</b>	<b>10</b>
<b>Treasury and Tax Assistant I/II</b>	<b>10</b>
<b>Public Health Nurse</b>	<b>8</b>
<b>Senior Public Health Nurse</b>	<b>8</b>
<b>Supervising Public Health Nurse</b>	<b>8</b>
<b>Eligibility Worker I/II/III</b>	<b>5</b>
<b>Eligibility Supervisor</b>	<b>5</b>
<b>Social Worker I/II/III</b>	<b>5</b>
<b>Social Worker Supervisor I</b>	<b>5</b>

29.2.2. Effective **June 28, 2009**, the base wage of all classifications in units represented by the Union shall be advanced **eight** salary ranges (approximately **4%**).

29.2.3. Effective **June 27, 2010**, the base wage of all classifications in units represented by the Union shall be advanced **six** salary ranges (approximately **3%**).

29.2.4. Longevity Incentive Pay.

29.2.4.1. Employees who have ten (10) years of uninterrupted continuous County service shall be eligible for an increase in compensation of ten (10) salary ranges (approximately 5%), effective the first pay period following completion of the ten years.

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

said increase to be effective the first pay period following completion of the twenty years.

29.2.4.3. Longevity calculation 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.

### 30. EDUCATIONAL REIMBURSEMENT

30.1. Both AFSCME Local 1684 and the County of Humboldt encourage and support the employee to seek education and training which increase their job skills and develop their careers. The County will benefit from any increase in employee skill and competency. Therefore, the County will provide reimbursement for courses and certification exams which are related to the employee's present position or promotion within County service. **Continuing education units are not covered by this policy.**

30.2. Reimbursement which will be provided to full-time employees for tuition, fees and materials costs directly related to the approved course shall be limited to \$300.00 per course or \$100.00 per semester or quarter unit, whichever amount is greater, not to exceed \$600.00 per individual employee per fiscal year.

30.3. 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.

30.4. In order to further encourage career development, employees may be allowed to use vacation, holiday, and CTO time for attendance at regularly scheduled classes. Departments are additionally encouraged to allow employees flexible and temporary reduced work hours for such purposes.

30.5. Board of Supervisors Resolution No. 760138, as amended, is incorporated into this agreement by reference (see Appendix C).

30.6. **The County will develop criteria to determine eligibility for on-line courses. Prior to implementation the County will meet with the Union.**

### 31. PAY EQUITY

31.1. The County and the Union agree to discuss the continuance of pay equity versus, or in conjunction with, internal job/salary relationship and external labor market factors.

31.2. The Union will be given the opportunity to meet and consult regarding any new class specifications and amendments to existing class specifications. The County will offer in writing to meet and consult in advance of forwarding any recommendations to the Board of Supervisors.

## 32. HEALTH AND SAFETY

32.1. The County is responsible for the safety of employees pursuant to the Labor Code, General Industry Safety Orders, including Section 3203 (Injury and Illness Prevention Program), and other applicable administrative CAL/OSHA regulations. Nothing in this Article is intended to shift that responsibility to the Union and/or its officers or other representatives.

32.2. The County shall make reasonable effort to provide a safe, well-lighted, well-ventilated work environment and maintain proper habitable temperature standards for all its employees at all times.

32.3. Employees are responsible for following safety rules, for wearing safety equipment provided by the County, and for reporting unsafe conditions immediately through the chain of command. The Union will encourage employees to carry out these responsibilities.

32.4. Pursuant to the provisions of Article 56 of this Memorandum of Understanding (Maintenance of Benefits), the County agrees to meet and confer with the Union if budget or other actions which the Board of Supervisors and/or County departments propose to take would affect written health and safety rights, privileges or benefits.

32.5. One employee representative at a work site which is being inspected by a CAL/OSHA inspector shall receive release time, upon request, for the purpose of participating in the inspection. Additional employee representatives may be granted release time upon request to and approval of the Employee Relations Officer.

32.6. Representational access, as described in Paragraph 5.1.1 of this Memorandum of Understanding, shall include access to County facilities to meet with the employees on health and safety problems. Such representational access does not permit entrance to a facility to conduct safety inspections, unless the designated County representative at that facility has received reasonable prior notice of the time, place and purpose of the proposed visit.

32.7. Upon request, the Union and the County agree to share relevant non-confidential available data relative to health and safety matters.

32.8. The County agrees to meet with the Union on a monthly basis to discuss health and safety concerns; such meeting to be conducted under the following conditions:

32.8.1. Personnel Director and Risk Manager to represent the County at each meeting, with additional representatives in attendance as necessary to provide pertinent information.

32.8.2. Meetings to be conducted in addition to meet and confer sessions, except by mutual consent.

32.8.3. Meetings to be held on the second Wednesday of each month at 1:30 p.m. in the Union office or at the County Courthouse, or other day, time and location as mutually agreed upon.

32.8.4. Agenda to be submitted before each meeting which may be amended by either party to include additional topics for discussion. Absence of an agenda will cause cancellation of the meeting for that month.

32.8.5. Issues shall not be considered which either the County or the Union determines to be subject to the meet and confer process.

32.8.6. Release time for attendance at the meetings will be granted for the Union President and a reasonable number of employees required to furnish information pertinent to the agenda.

32.9. The County and the Union agree that departmental health and safety committees are valuable and should be encouraged.

32.10. When an employee believes he is being required to work where a clear and present danger exists, he will immediately notify his supervisor.

32.10.1. The employee has the right to not continue with such work activities unless or until their supervisor investigates the situation and either directs the employee to temporarily perform some other assignment or proclaims the situation safe and directs the employee to resume the work activity which was investigated.

32.10.2. The County recognizes the right of an employee, pursuant to state and federal law, to refuse, without sanction, to perform work that the employee reasonably believes is dangerous.

32.10.3. The Union agrees that the nature of certain jobs is such that they inherently contain an element of danger at certain times and agrees that employees who are currently in or are hired into these jobs will not refuse to work unless the level of danger is clearly beyond what would be considered appropriate for these positions.

32.11. Employees who believe their health and safety has been threatened during the course of their County work duties shall have the right to report such threat(s) to the appropriate law enforcement agency during the employee's normal work hours without loss of compensation, subject to notification of and approval from their immediate supervisor.

32.12. The County will comply with applicable state law regarding the use of hazardous chemicals.

32.13. The County and AFSCME are committed to establishing and maintaining a work environment for County employees that is free from the effects of drugs and alcohol. The parties agree to form a committee to develop a drug and alcohol-free work environment/testing policy covering employees in this unit.

### 33. VIDEO DISPLAY TERMINALS

33.1. Video Display Equipment Working Conditions.

33.1.1. The County and the Union agree that employees working on video display equipment shall have safe and healthy work environments. This environment shall avoid excessive noise, crowding, contact with fumes, and other such unhealthy conditions.

33.1.2. The County agrees wherever possible to design the flow of work to avoid long, uninterrupted use of video display equipment by County employees.

33.1.3. The County and the Union agree to an ongoing review of working conditions for employees required to use video display equipment. Such review shall be conducted by the Health and Safety Committee (Paragraph 32.8 of this Memorandum of Understanding).

#### 34. HEALTH MAINTENANCE PROGRAM

34.1. Recognizing the direct interrelationship between an individual's physical and mental health, both the Union and the County encourage and support the improvement and maintenance of the good physical health of employees. Toward this end, the County shall continue its commitment to good physical health of employees.

#### 35. TRAINING

35.1. All employees in classifications assigned to Representation Unit 3, as set forth in Exhibit B of the Employer-Employee Relations Policy, shall receive proper training pursuant to Merit System Rule VI, Section 6.

35.2. Following appointment, initial and ongoing training shall be offered in subjects pertaining to the performance of the supervisor's duties, as determined by the County, including, but not limited to, performance evaluations, performance counseling, progressive discipline, and sexual harassment.

35.3. Ongoing training in subjects deemed appropriate by the County shall be offered on a regular, continuous basis, the purposes of which shall be to assist the supervisor in the performance of his duties.

35.4. In addition to the provisions above, there shall be established a Unit 3 Labor-Management Committee, with an equal number of representatives from the County and AFSCME to pursue ways to provide ongoing supervisory training and consider issues affecting supervisory caseloads and workloads.

35.5. The County shall endeavor to provide resource information on potential training/educational opportunities to County employees. When possible, departments will attempt to make training available to employees in other departments who might benefit from such training. It shall be the sole responsibility of an employee's appointing authority to authorize an employee to attend training and to determine whether or not the training will be on County paid time. This article is not intended to have any effect on the County's Educational Reimbursement Policy.

#### 36. MERIT SYSTEM RULES

36.1. The Merit System Rules are attached as Appendix E and are incorporated herein as though fully set forth.

#### 37. BREAK IN SERVICE/SENIORITY CALCULATION — TEMPORARY APPOINTMENTS

37.1. Time served under "temporary" appointment status shall, under certain specific conditions, count toward the calculation of certain benefits. For purposes

of the calculation of qualifying time served pursuant to the provisions of Memorandum of Understanding Paragraph 18.8 (Vacations), Memorandum of Understanding Paragraph 19.9 (Sick Leave), Merit System Rule V, Section 2 (Probationary Period), and Merit System Rule VII, Section 3C(4) (Layoff), the following shall apply:

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

37.1.2. Less than 75 or 80 hours per pay period, depending upon the job class and department, shall be considered a break in service, except as described in Paragraph 37.1.3. Seniority shall be calculated from the first day of the pay period following a break in service. Time spent by a temporary employee at an oral, written or performance examination for a County position shall not be considered a break in service provided that the employee gives prior written notice to his supervisor of the date and time of the exam.

37.1.3. Whenever a holiday observed by the County, pursuant to Memorandum of Understanding Article 20, falls on a day when an employee serving in a temporary appointment might normally have been expected to work except for such holiday, the unpaid holiday shall not be considered a break in service.

37.2. Determination regarding the amount of temporary time to count for purposes in Section 37.1 shall be made at the time of appointment to a regular or grant position. The first date of work (in a temporary position) following the most recent break in service shall be listed on the PPAF when appointed to the regular position.

37.3. The County shall provide to temporary employees an information sheet regarding County employment.

37.4. The provisions of this Article shall apply to employees who are in temporary status on the effective date of this Memorandum of Understanding, but shall not apply retroactively to employees now in regular positions who formerly held temporary employment status.

#### 38. LEAVE AT TERMINATION

38.1. 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.

#### 39. BLOOD DONATION

39.1. Employees in classifications represented by the Union shall be permitted up to two and one-half (2½) hours of paid release time per calendar year, subject to department head approval, for the purpose of donating blood to Northern California Community Blood Bank, when used in conjunction with an equal portion of employee's time.

39.2. Employees claiming release time under this provision shall make their record of donations available for verification upon request of the appointing power or his designee.

#### 40. GROUP LIFE INSURANCE

40.1. The County will provide term life insurance group coverage of \$5,000 for eligible employees regularly working at least 20 hours each week. Employees shall be eligible to purchase additional amounts of term life insurance in accordance with the County's group policy. **The coverage amount shall increase to \$10,000 effective July 2008.**

40.2. The premium waiver in case of disability will end at the first of the month next following the disabled employee's 65th birthday. The employee will have 31 days from that date to exercise his right to convert the policy to an individual policy of life insurance without evidence of insurability, subject to employee's payment of the applicable premium.

#### 41. STATE DISABILITY INSURANCE

41.1. County sick leave benefits will be integrated with SDI benefits.

#### 42. WORKERS' COMPENSATION

42.1. Employees covered by this Memorandum of Understanding are covered by workers' compensation for job related injury or illness. Workers' compensation benefits shall be provided in accordance with and set by applicable California State Law. Employees who believe they have experienced a work-related illness or injury should immediately contact their supervisor.

#### 42.2. Temporary Light Duty Assignments for Injured Employees.

42.2.1. If an assignment exists which the department head, in conjunction with the Personnel Director and Risk Manager, deems may be performed on a temporary basis, first consideration shall be given to those industrially disabled employees within the department whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment, and who has the capability and qualifications to perform the temporary assignment.

42.2.2. The rate of pay will be the employee's regular salary.

42.2.3. The employee's department head will determine the assignment and its duration, but the employee shall return to his or her normal job as soon as released by his treating physician certifying he is no longer temporarily disabled. Light duty is available for a maximum of 12 weeks. Department heads may extend light duty assignments beyond 12 weeks on a case by case basis.

42.2.4. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time.

42.2.5. After industrially injured employees have been considered, non-industrial disabled employees will be given next consideration on the same basis as provided above.

#### 43. INDEMNIFICATION

43.1. An employee has the right to indemnification by the County of Humboldt for claims or judgments arising out of his County employment under the terms and conditions set forth in Section 825 and following of the California Government Code, as amended.

43.2. An employee has the right to be defended at the County's expense in civil actions and proceedings and certain criminal actions and proceedings arising out of his County employment under the terms and conditions of Section 995 and following of the California Government Code, as amended.

#### 44. INSURANCE COVERAGE

44.1. The County and the Union 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 44.2 herein.

44.2. 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 medical insurance. This minimum monthly premium shall be included in the County's contribution to the Flexible Benefit Plan as described in subsection 44.1 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 44.1 above.

44.3. Employees who choose not to participate in a **County sponsored** medical plan and can certify coverage in another health insurance plan shall be entitled to receive 60% of the employee only PERS Choice premium. **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 do so any employee must present a written declaration to the County Personnel Director that the employee is a member of a bona fide religious body (by name) which objects to medical insurance. Newly hired employees who provide such declaration prior to the start of their medical insurance coverage will not be required to participate in a County sponsored medical plan. 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 Personnel Director.**

**44.4. Dental Insurance. The current County provided dental insurance coverage shall be maintained during the term of this Memorandum of Understanding with the County paying 100% of employee and eligible dependent premiums. Effective January 1, 2009, the twelve (12) month wait for new hires for certain plan benefit coverage shall be eliminated. Effective January 1, 2009, the calendar year maximum benefit will be increased from \$1,000 to \$1,500 per person.**

**44.5. 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). Effective July 2008, covered benefits shall be doubled for claims filed after said effective date.**

#### 45. DEFERRED COMPENSATION

45.1. AFSCME represented 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.

45.2. The County agrees to offer to meet and consult with AFSCME prior to changing the plan administrator.

#### 46. EMPLOYEE ASSISTANCE PROGRAM

46.1. AFSCME represented employees shall be provided with an Employee Assistance and Counseling program, subject to the rules and regulations provided by the County.

46.2. The County shall meet and consult with AFSCME prior to changing the program administrator.

46.3. AFSCME's support for this program shall be identified on the brochure developed for the County entitled "Employee Assistance and Counseling Program."

46.4. Employees who elect to participate in the Management Referral portion of the program shall be allowed up to five (5) hours of paid release time per calendar year for attendance at counseling sessions resulting from the Management Referral.

46.4.1. Employees utilizing paid release time under this provision shall verify their attendance at such counseling sessions upon request of the appointing power or his designee.

46.4.2. The Management Referral portion of the program is entirely voluntary.

46.5. Participation in the Employee Assistance and Counseling Program is strictly confidential, except as provided by applicable law and the contingent requirement for verified attendance specified in Paragraph 46.4.1.

#### 47. WORKLOADS AND CASELOADS

47.1. It is acknowledged by the parties that budgetary constraints may cause workload changes for County employees by reducing the number of employees

available to do the work, or other similar reason. Employees who have experienced such workload changes shall not be subject to disciplinary action or poor performance evaluations for failure to increase their relative work output above that which was expected prior to the change. It is understood that in order to gain this protection, employees must have been performing an acceptable level of work output prior to the change, and must have made reasonable efforts to do the work assigned after the change.

47.2. "Relative work output" means that amount of work production expected of an employee, given the various circumstances which have an environmental effect upon productivity, such as: fluctuations in work input (quantity), incremental changes in the nature of the work, expectations of supervisory employees (quality and timeliness), ability of the employee, type of equipment used, training, and other factors which have an effect on the work an employee produces, as determined by the employee's supervisor.

47.3. Effective upon ratification of this Memorandum of Understanding, the County shall furnish the Union such reports as may be available on employee workload. Reports may include, but are not limited to, the Departments of Health and Human Services, Community Development, and Child Support Services.

#### 48. REINSTATEMENT TO FULL-TIME STATUS

48.1. The County agrees to make every reasonable effort to restore employees whose positions were reduced from full-time to part-time as a result of the adoption of the 1982-83 budget back to full-time status at the earliest possible date as attrition occurs or as additional funds become available.

48.2. As the time base of part-time positions is extended back to full-time, job offers will be made to people whose positions were reduced from full-time to part-time in the order that their names appear on the reemployment lists, as governed by Section 17518 of the Local Agency Personnel Standards (LAPS) or Humboldt County Merit System Rule VII.

48.3. If vacant part-time positions are filled in a department where full-time employees were reduced to part-time as a result of the adoption of the 1982-83 budget, the County agrees to advise the Union in writing, upon request, why such action was taken. The County also agrees that for the duration of the current Memorandum of Understanding, the Union will receive copies of any vacant position reports submitted to the Board of Supervisors to explain the justification for filling such part-time positions. If vacant position reports are not required of department heads for filling positions, the Union will receive advance copies of position requisition forms for such part-time positions.

#### 49. PERSONNEL FILES/PERFORMANCE EVALUATIONS

49.1. The County shall give notice to each employee of any material placed in the employee's permanent personnel file which has not been submitted by the employee. The employee shall be given an opportunity to view the material. For purposes of this Article, notice shall be deemed to have been given if the employee has received a copy of the material. The employee shall be permitted

to submit a reasonable written response to any materials in the personnel file. Such response shall be placed in the personnel file.

49.2. Documents excepted from the requirements of this Article shall be confidential letters of recommendation and/or reference, scored test results, and medical examination results.

49.3. Meetings between employees and managers/supervisors concerning work performance or work related problems should be held in private or in a location sufficiently removed from the hearing range of other persons.

#### 50. TIME OF ESSENCE

50.1. Time is of the essence in the performance of each provision of this Memorandum of Understanding.

#### 51. GENDER AND NUMBER

51.1. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

#### 52. MEMORANDUM OF UNDERSTANDING DISTRIBUTION

52.1. The County shall provide the Union with one (1) original copy, suitable for reproduction, of the complete Agreement consisting of the Memorandum of Understanding, Merit System Rules, and Employer-Employee Relations Policy.

52.2. The design and format shall be jointly determined by the County and the Union.

#### 53. NON-DISCRIMINATION

53.1. There shall be no discrimination by the County against any employee or applicant for employment on the basis of any non-job related factors. The County Equal Employment Opportunity Policy (Appendix D) shall be fully incorporated into this document by reference. The parties agree that the EEO Policy is not subject to the meet and confer process.

#### 54. AMERICANS WITH DISABILITIES ACT

54.1. Both the County and the Union are committed to implementation of the Americans with Disabilities Act of 1990.

54.2. The parties acknowledge that certain provisions of this Memorandum of Understanding or related terms and conditions of employment may need to be altered to meet the requirements of the Americans with Disabilities Act.

54.3. The Union recognizes that the County has the legal obligation to meet with individual employees to be accommodated before any adjustment is made in working conditions. The Union will be notified of the proposed accommodation prior to implementation by the County.

54.4. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure process.

54.5. Prior to altering any provision of this Memorandum of Understanding in order to undertake required accommodations for an individual protected by the Act, the County will provide the Union with written notice of its intent to disregard the Memorandum of Understanding provision, and will provide the Union with the opportunity to discuss other options.

## 55. SEXUAL HARASSMENT

55.1. Sexual harassment is defined as conduct which consists of unwelcome sexual advances, requests for sexual favors and other conduct of a sexual nature when:

55.1.1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's continued employment;

55.1.2. 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

55.1.3. 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.

55.2. 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.

55.2.1. 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.

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

## 56. MAINTENANCE OF BENEFITS

56.1. 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 the Agreement shall remain in full force, unchanged during the term of this Agreement unless agreed to by mutual consent.

56.2. 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 Union.

## 57. MAINTENANCE OF OPERATIONS

57.1. AFSCME agrees that during the term of this Agreement and for the period of time necessary for the meet and confer process to conclude a successor agreement to this Memorandum of Understanding, neither the Union nor any representative acting on its behalf will cause, authorize, engage in, condone or

sanction a strike, sick-in, work stoppage, slow-down, picketing (other than informational picketing on the employee's own time), concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another unit's labor organization to engage in or honor such activities against the County, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.

57.2. The Union agrees to instruct its members that public employees who engage in any of the prohibited activities in Paragraph 57.1 would be engaging in an act that is prohibited by this Memorandum of Understanding.

57.3. If the Board of Supervisors determines that an employee has engaged in any activity which violates Paragraph 57.1 above, the employee shall be subject to disciplinary action up to and including discharge from County service.

57.4. The County agrees that during the term of this Agreement, the County shall not lock out any employees from their work.

## 58. MANAGEMENT RIGHTS

58.1. The management of the County of Humboldt and the direction of its work force is vested totally and exclusively in the Board of Supervisors or as delegated by said Board to its agents or as prescribed by the laws of California. Except as modified by this Memorandum of Understanding or the Meyers-Milias-Brown Act as amended, Government Code Sections 3500-3510, these rights are to:

58.1.1. Direct the work of its employees;

58.1.2. Hire, promote, demote, transfer, assign and retain employees in positions within the County, subject to County and local agency Merit System Regulations;

58.1.3. Suspend or discharge employees for proper cause;

58.1.4. Maintain the efficiency of County operations;

58.1.5. Relieve employees from duty because of lack of work, subject to County and local agency Merit System Regulations;

58.1.6. Take actions as may be required to carry out County services in emergencies; and

58.1.7. Determine the methods, means and personnel by which operations are to be carried out.

58.2. In the event that the County proposes to contract out any work currently performed by employees covered by this Agreement, the County shall provide reasonable advance notice to the Union. Such notice shall include information related to labor costs which are to be considered by the County in reaching a final determination. The Union shall have the opportunity to propose alternate cost effective methods by which the work could be performed.

## 59. CONCLUSIVENESS

59.1. The Union and the County agree that during the negotiations which resulted in this Memorandum of Understanding, 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 Union shall not be obligated to meet and confer on any matter within the scope of representation whether or not specifically referred to in this Memorandum of Understanding; whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations; or whether or not the matters were proposed and later withdrawn during negotiations, because this Agreement sets forth the entire understanding of the parties. Except as herein provided, any and all prior or existing Memoranda of Understanding are hereby superseded.

59.2. 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 any of its divisions, the terms of this Agreement shall prevail and such conflict shall be resolved in favor of the specific provisions of this Memorandum of Understanding, unless otherwise mutually agreed by the parties.

#### 60. SAVINGS CLAUSE

60.1. If any article or section of this Memorandum of Understanding 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 or effect. Such invalidation of a part or portion of this Memorandum of Understanding 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.

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

#### 61. TERM OF AGREEMENT

61.1. Except as specifically set forth herein, the Articles of this Agreement shall be effective only from **July 1, 2008**, to and inclusive of **June 30, 2011**.

61.2. Extension. This Agreement may be extended by the Board of Supervisors, with the consent of the Union, on a month-to-month basis subsequent to **June 30, 2011**, pending a new Memorandum of Understanding.

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61.3. Ratification. The provisions of this Memorandum of Understanding were ratified by the membership of the Union on **May 22, 2008** and the Humboldt County Board of Supervisors on **May 27, 2008**. A copy of the MOU adopted by the Board of Supervisors shall be provided to the Union within thirty (30) days of the date of adoption.

FOR THE COUNTY

/s/  
Jill Geist, Chair  
Humboldt County Board of Supervisors

/s/  
Loretta A. Nickolaus,  
County Administrative Officer

/s/  
Rick Haeg, Personnel Director

FOR THE UNION

/s/  
James A. Smith, Business Agent

/s/  
Timothy J. McDermond, President

/s/  
Terri A. Bittner, Negotiator

/s/  
Ann E. Blackwood, Negotiator

/s/  
Dwuane T. Brummell, Negotiator

/s/  
Judith A. Eskes, Negotiator

/s/  
James T. Rogers, Negotiator

/s/  
Linda L. Walker, Negotiator



APPENDIX A  
AFSCME REPRESENTED CLASSES  
AND SALARY RANGES

Class Number	Class	Salary Range 6/29/08	Salary Range 6/28/09	Salary Range 6/27/10	Work Week
607	Accountant Auditor I	331	339	345	37.5
607	Accountant Auditor II	355	363	369	37.5
643	Accountant Auditor I (40)	344	352	358	40
643	Accountant Auditor II (40)	368	376	382	40
354	Accounting Technician	314	322	328	37.5
355	Accounting Technician (40)	327	335	341	40
939	Activity Therapist	329	337	343	40
623	Administrative Analyst I	334	342	348	37.5
623	Administrative Analyst II	367	375	381	37.5
626	Administrative Analyst I (40)	347	355	361	40
626	Administrative Analyst II (40)	380	388	394	40
161	Administrative Secretary	292	300	306	37.5
164	Administrative Secretary (40)	305	313	319	40
648	Agriculture Weights & Measures Inspector I	328	336	342	40
648	Agriculture Weights & Measures Inspector II	361	369	375	40
271	Airport Groundskeeper	302	310	316	40
348	Airport Operations Supervisor	359	367	373	40
278	Airport Service Worker I	289	297	303	40
278	Airport Service Worker II	309	317	323	40
428	Animal Control Officer	281	289	295	37.5
1428	Animal Control Officer (40)	294	302	308	40
440	Animal Shelter and Care Attendant I	270	278	284	40
440	Animal Shelter and Care Attendant II	290	298	304	40
642	Appraisal Technician	292	300	306	37.5
628	Appraiser I	322	330	336	37.5
628	Appraiser II	345	353	359	37.5
172	Assessment Technician I	252	260	266	37.5
172	Assessment Technician II	277	285	291	37.5
547	Assistant County Physician	\$55.88/hr	\$58.12/hr	\$59.86/hr	
306	Assistant Engineer I	385	393	399	40
306	Assistant Engineer II	414	422	428	40
342	Assistant Materials Testing Engineer	414	422	428	40
304	Associate Civil Engineer	444	452	458	40
302	Associate Engineer	434	442	448	40
314	Associate Land Surveyor	444	452	458	40
641	Auditor Appraiser I	331	339	345	37.5
641	Auditor Appraiser II	355	363	369	37.5
228	Automotive Mechanic I	311	319	325	40
228	Automotive Mechanic II	329	337	343	40
246	Automotive Service Technician	301	309	315	40
431	Boat Operator I	293	301	307	40
431	Boat Operator II	307	315	321	40
112	Bookmobile Library Assistant	305	313	319	37.5
205	Bridge Crew Supervisor	361	369	375	40

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AND SALARY RANGES

Class Number	Class	Salary Range 6/29/08	Salary Range 6/28/09	Salary Range 6/27/10	Work Week
229	Bridge Maintenance Worker	321	329	335	40
117	Budget Specialist	395	403	409	40
318	Building Inspector I	345	353	359	37.5
318	Building Inspector II	368	376	382	37.5
268	Building Maintenance Custodian	275	283	289	40
671	Buyer I	295	303	309	40
671	Buyer II	328	336	342	40
320	Cadastral Drafting Technician	305	313	319	37.5
226	Carpenter	331	339	345	37.5
732	Child Care Worker	246	254	260	37.5
1732	Child Care Worker (40)	259	267	273	40
359	Child Support Accounting Specialist	344	352	358	40
366	Child Support Assistant I	254	262	268	40
366	Child Support Assistant II	287	295	301	40
367	Child Support Assistant III	320	328	334	40
362	Child Support Compliance Specialist	380	388	394	40
361	Child Support Office Manager	365	373	379	40
196	Child Support Process Server	267	275	281	40
141	Child Support Specialist I	306	314	320	40
141	Child Support Specialist II	325	333	339	40
147	Child Support Specialist III	344	352	358	40
1735	Children's Center Specialist I	326	334	340	40
1735	Children's Center Specialist II	349	357	363	40
766	Client Services Supervisor	353	361	367	40
772	Client Services Worker I	280	288	294	40
772	Client Services Worker II	313	321	327	40
343	Code Compliance Officer I	329	337	343	40
343	Code Compliance Officer II	352	360	366	40
511	Community Health Outreach Worker I	302	310	316	40
511	Community Health Outreach Worker II	330	338	344	40
637	Community Resources Coordinator	380	388	394	40
411	Community Services Officer	305	313	319	37.5
415	Community Services Officer (40)	318	326	332	40
433	Correctional Cook	294	302	308	40
424	Correctional Officer I	310	318	324	40
424	Correctional Officer II	330	338	344	40
430	Correctional Programs Coordinator	357	365	371	40
420	Correctional Supervisor	385	393	399	40
427	Correctional Work Crew Leader	346	354	360	40
900	Crisis Specialist	380	388	394	40
264	Custodial Supervisor	345	353	359	40
276	Custodian	254	262	268	40
137	Data Entry Operator I	240	248	254	37.5
137	Data Entry Operator II	274	282	288	37.5

APPENDIX A  
AFSCME REPRESENTED CLASSES  
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Class Number	Class	Salary Range 6/29/08	Salary Range 6/28/09	Salary Range 6/27/10	Work Week
1137	Data Entry Operator I (40)	253	261	267	40
1137	Data Entry Operator II (40)	287	295	301	40
1195	Data Entry Operator Supervisor MSS	304	312	318	40
763	Departmental Information Systems Analyst	369	377	383	37.5
762	Departmental Information Systems Analyst (40)	382	390	396	40
759	Departmental Information Systems Supervisor	422	430	436	40
760	Departmental Information Systems Technician	325	333	339	37.5
761	Departmental Information Systems Technician (40)	338	346	352	40
936	Departmental Programmer/Analyst	402	410	416	40
678	Deputy Public Guardian	345	353	359	40
901	Director of Dietary Services	333	341	347	40
903	Discharge Planner	321	329	335	40
640	Economic Development Specialist	400	408	414	40
770	Educational Laboratory Instructor	382	390	396	40
132	Election Specialist I	282	290	296	40
132	Election Specialist II	312	320	326	40
729	Eligibility Supervisor	355	363	369	37.5
1729	Eligibility Supervisor (40)	368	376	382	40
731	Eligibility Worker I	264	272	278	37.5
731	Eligibility Worker II	296	304	310	37.5
731	Eligibility Worker III	322	330	336	37.5
1731	Eligibility Worker I (40)	277	285	291	40
1731	Eligibility Worker II (40)	309	317	323	40
1731	Eligibility Worker III (40)	335	343	349	40
128	Emergency Communications Dispatcher	317	325	331	40
401	Emergency Communications Supervisor	370	378	384	40
764	Employment & Training Program Coordinator	367	375	381	37.5
765	Employment & Training Program Coordinator (40)	380	388	394	40
724	Employment & Training Supervisor	407	415	421	40
721	Employment & Training Worker I	288	296	302	37.5
721	Employment & Training Worker II	330	338	344	37.5
722	Employment & Training Worker I (40)	301	309	315	40
722	Employment & Training Worker II (40)	343	351	357	40
723	Employment & Training Worker III	357	365	371	40
324	Engineering Aide	309	317	323	40
322	Engineering Technician I	357	365	371	40
322	Engineering Technician II	381	389	395	40
208	Environmental Analyst	361	369	375	40
535	Environmental Health Specialist I	347	355	361	40
535	Environmental Health Specialist II	379	387	393	40
532	Environmental Health Technician I	281	289	295	40
532	Environmental Health Technician II	301	309	315	40
555	Epidemiologist	382	390	396	40
224	Equipment Mechanic I	318	326	332	40

APPENDIX A  
AFSCME REPRESENTED CLASSES  
AND SALARY RANGES

Class Number	Class	Salary Range 6/29/08	Salary Range 6/28/09	Salary Range 6/27/10	Work Week
224	Equipment Mechanic II	338	346	352	40
407	Evidence Technician	360	368	374	40
163	Executive Secretary	312	320	326	37.5
235	Fabricator-Mechanic	343	351	357	40
250	Facility Maintenance Mechanic I	293	301	307	37.5
250	Facility Maintenance Mechanic II	331	339	345	37.5
251	Facility Maintenance Mechanic I (40)	306	314	320	40
251	Facility Maintenance Mechanic II (40)	344	352	358	40
587	Family Nurse Practitioner	483	491	497	40
148	Fiscal Assistant I	252	260	266	37.5
148	Fiscal Assistant II	278	286	292	37.5
177	Fiscal Assistant I (40)	265	273	279	40
177	Fiscal Assistant II (40)	291	299	305	40
185	Fiscal Officer	387	395	401	40
149	Fiscal Services Supervisor	331	339	345	37.5
1149	Fiscal Services Supervisor (40)	344	352	358	40
283	Food Services Supervisor	340	348	354	40
330	Geographic Information Systems Coordinator	401	409	415	37.5
305	Geologist	430	438	444	40
536	Hazardous Materials Specialist I	347	355	361	40
536	Hazardous Materials Specialist II	379	387	393	40
573	Health Client Services Worker	279	287	293	37.5
1573	Health Client Services Worker (40)	292	300	306	40
595	Health Education Specialist I	325	333	339	37.5
595	Health Education Specialist II	358	366	372	37.5
1595	Health Education Specialist I (40)	338	346	352	40
1595	Health Education Specialist II (40)	371	379	385	40
540	Health Program Coordinator	336	344	350	40
739	Homemaker	248	256	262	40
356	Information Systems Coordinator II	334	342	348	40
353	Information Systems Coordinator III	374	382	388	40
719	Integrated Caseworker I	306	314	320	40
719	Integrated Caseworker II	328	336	342	40
720	Integrated Caseworker III	360	368	374	40
449	Investigator	386	394	400	40
622	IT Applications Analyst I	397	405	411	40
622	IT Applications Analyst II	412	420	426	40
627	IT Applications Analyst III	427	435	441	40
120	IT Systems Administrator I	325	333	339	40
120	IT Systems Administrator II	340	348	354	40
189	IT Technician I	372	380	386	40
189	IT Technician II	392	400	406	40
422	Jail Compliance Officer	384	392	398	40
486	Juvenile Corrections Officer I	289	297	303	40

APPENDIX A  
AFSCME REPRESENTED CLASSES  
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Class Number	Class	Salary Range 6/29/08	Salary Range 6/28/09	Salary Range 6/27/10	Work Week
486	Juvenile Corrections Officer II	309	317	323	40
432	Kitchen and Laundry Supervisor	378	386	392	40
635	Labor Market Information Specialist	324	332	338	40
571	Laboratory Assistant I	249	257	263	37.5
571	Laboratory Assistant II	296	304	310	37.5
1571	Laboratory Assistant I (40)	263	271	277	40
1571	Laboratory Assistant II (40)	309	317	323	40
266	Laborer	253	261	267	40
350	Legal Clerk I	250	258	264	37.5
350	Legal Clerk II	270	278	284	37.5
351	Legal Clerk I (40)	260	268	274	40
351	Legal Clerk II (40)	283	291	297	40
352	Legal Clerk III	313	321	327	40
153	Legal Office Assistant I	247	255	261	37.5
153	Legal Office Assistant II	269	277	283	37.5
178	Legal Office Assistant I (40)	260	268	274	40
178	Legal Office Assistant II (40)	282	290	296	40
133	Legal Office Services Manager	365	373	379	40
150	Legal Office Services Supervisor	331	339	345	37.5
1150	Legal Office Services Supervisor (40)	344	352	358	40
144	Legal Secretary I	271	279	285	37.5
144	Legal Secretary II	292	300	306	37.5
1144	Legal Secretary I (40)	284	292	298	40
1144	Legal Secretary II (40)	305	313	319	40
358	Legal Secretary III	325	333	339	40
106	Legal Services Assistant I	253	261	267	40
106	Legal Services Assistant II	282	290	296	40
357	Legal Services Assistant III	313	321	327	40
653	Librarian I	310	318	324	37.5
653	Librarian II	337	345	351	37.5
157	Library Assistant I	240	248	254	37.5
157	Library Assistant II	262	270	276	37.5
654	Library Circulation Manager	388	396	402	37.5
152	Library Materials Mender	231	239	245	37.5
156	Library Shipping Clerk	258	266	272	37.5
904	Licensed Clinical Psychologist I	397	405	411	40
904	Licensed Clinical Psychologist II	444	452	458	40
567	Licensed Vocational Nurse (PH)	334	342	348	40
162	Mail Services Driver	266	274	280	40
312	Materials Testing Technician I	357	365	371	40
312	Materials Testing Technician II	381	389	395	40
513	Medical Clinic Assistant I	244	252	258	37.5
513	Medical Clinic Assistant II	262	270	276	37.5
570	Medical Office Assistant I	254	262	268	37.5

APPENDIX A  
AFSCME REPRESENTED CLASSES  
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Class Number	Class	Salary Range 6/29/08	Salary Range 6/28/09	Salary Range 6/27/10	Work Week
570	Medical Office Assistant II	272	280	286	37.5
574	Medical Office Assistant I (40)	267	275	281	40
574	Medical Office Assistant II (40)	285	293	299	40
906	Mental Health Aide	261	269	275	40
907	Mental Health Case Manager I	322	330	336	40
907	Mental Health Case Manager II	350	358	364	40
908	Mental Health Clinician I	377	385	391	37.5
908	Mental Health Clinician II	407	415	421	37.5
909	Mental Health Clinician I (40)	390	398	404	40
909	Mental Health Clinician II (40)	420	428	434	40
434	Mental Health Cook	288	296	302	40
435	Mental Health Cook's Aide	242	250	256	40
269	Mental Health Maintenance Custodian	281	289	295	40
911	Mental Health Worker I	269	277	283	40
911	Mental Health Worker II	288	296	302	40
176	Microfilm Technician I	263	271	277	40
176	Microfilm Technician II	291	299	305	40
588	Mid Level Practitioner	442	450	456	40
550	Milk Laboratory Technician	304	312	318	40
515	Nurse Case Manager	397	405	411	40
586	Nurse Practitioner-Family Planning	382	390	396	37.5
581	Nutrition Aide	279	287	293	37.5
1581	Nutrition Aide (40)	292	300	306	40
533	Occupational Therapist	468	476	482	40
180	Office Assistant I	223	231	237	37.5
180	Office Assistant II	254	262	268	37.5
179	Office Assistant I (40)	236	244	250	40
179	Office Assistant II (40)	267	275	281	40
121	Office Services Supervisor	325	333	339	37.5
122	Office Services Supervisor (40)	338	346	352	40
450	Paralegal I	280	288	294	37.5
450	Paralegal II	300	308	314	37.5
596	Parent Educator	351	359	365	40
272	Park Caretaker I	275	283	289	40
272	Park Caretaker II	295	303	309	40
219	Parks Supervisor	355	363	369	40
249	Parts Storekeeper	278	286	292	40
335	Permit Specialist I	319	327	333	37.5
335	Permit Specialist II	337	345	351	37.5
502	Pharmacist	478	486	492	37.5
534	Physical Therapist	468	476	482	40
317	Plan Checker I	402	410	416	37.5
317	Plan Checker II	412	420	426	37.5
631	Planner I	337	345	351	37.5

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Class Number	Class	Salary Range 6/29/08	Salary Range 6/28/09	Salary Range 6/27/10	Work Week
631	Planner II	364	372	378	37.5
328	Planning Technician I	305	313	319	37.5
328	Planning Technician II	319	327	333	37.5
436	Program Coordinator	374	382	388	37.5
1425	Program Coordinator (40)	387	395	401	40
410	Property Technician I	284	292	298	37.5
410	Property Technician II	310	318	324	37.5
1410	Property Technician I (40)	297	305	311	40
1410	Property Technician II (40)	323	331	337	40
316	Property Transfer Assistant	295	303	309	37.5
912	Psychiatric Mid-Level Practitioner	483	491	497	40
913	Psychiatric Nurse	425	433	439	40
914	Psychiatric Technician I	331	339	345	40
914	Psychiatric Technician II	360	368	374	40
526	Public Health Microbiologist I	342	350	356	40
526	Public Health Microbiologist II	386	394	400	40
528	Public Health Nurse	433	441	447	40
594	Public Health Nutritionist	381	389	395	37.5
1594	Public Health Nutritionist (40)	394	402	408	40
1596	Public Health Nutritionist Supervisor	424	432	438	40
636	Real Property Agent I	336	344	350	40
636	Real Property Agent II	360	368	374	40
155	Recordable Documents Examiner I	255	263	269	37.5
155	Recordable Documents Examiner II	284	292	298	37.5
556	Registered Nurse (Public Health)	417	425	431	40
160	Reprographics Technician I	242	250	256	37.5
160	Reprographics Technician II	289	297	303	37.5
197	Revenue Recovery Officer I	255	263	269	37.5
197	Revenue Recovery Officer II	284	292	298	37.5
1197	Revenue Recovery Officer I (40)	268	276	282	40
1197	Revenue Recovery Officer II (40)	297	305	311	40
198	Revenue Recovery Technician	262	270	276	40
204	Road Maintenance Supervisor	361	369	375	40
238	Road Maintenance Worker I	293	301	307	40
238	Road Maintenance Worker II	307	315	321	40
230	Road Maintenance Worker III	321	329	335	40
730	Screeener	278	286	292	40
165	Secretary	274	282	288	37.5
1168	Secretary (40)	287	295	301	40
632	Senior Accountant/Auditor	374	382	388	37.5
1632	Senior Accountant/Auditor (40)	387	395	401	40
648	Senior Agriculture Weights & Measures Inspector	384	392	398	40
628	Senior Appraiser	364	372	378	37.5
641	Senior Auditor/Appraiser	374	382	388	37.5

APPENDIX A  
AFSCME REPRESENTED CLASSES  
AND SALARY RANGES

Class Number	Class	Salary Range 6/29/08	Salary Range 6/28/09	Salary Range 6/27/10	Work Week
218	Senior Automotive Mechanic	345	353	359	40
340	Senior Building Inspector	392	400	406	37.5
263	Senior Building Maintenance Custodian	291	299	305	40
665	Senior Buyer	352	360	366	40
923	Senior Case Manager	360	368	374	40
1736	Senior Children's Center Specialist	362	370	376	40
421	Senior Correctional Officer	345	353	359	40
280	Senior Custodian	278	286	292	40
194	Senior Data Entry Operator	296	304	310	37.5
1194	Senior Data Entry Operator (40)	309	317	323	40
127	Senior Emergency Comm Dispatcher	337	345	351	40
313	Senior Engineering Technician	399	407	413	40
518	Senior Environmental Health Specialist	393	401	407	40
213	Senior Equipment Mechanic	347	355	361	40
125	Senior Fiscal Assistant	302	310	316	37.5
124	Senior Fiscal Assistant (40)	315	323	329	40
537	Senior Hazardous Materials Specialist	393	401	407	40
582	Senior Health Education Specialist	381	389	395	40
538	Senior Health Program Coordinator	352	360	366	40
126	Senior IT Systems Administrator	353	361	367	40
188	Senior IT Technician	405	413	419	40
487	Senior Juvenile Corrections Officer	329	337	343	40
145	Senior Legal Office Assistant	300	308	314	37.5
168	Senior Legal Office Assistant (40)	313	321	327	40
140	Senior Legal Secretary	312	320	326	37.5
1140	Senior Legal Secretary (40)	325	333	339	40
657	Senior Library Assistant	300	308	314	37.5
572	Senior Medical Office Assistant	300	308	314	37.5
575	Senior Medical Office Assistant (40)	313	321	327	40
917	Senior Mental Health Clinician	429	437	443	40
270	Senior Mental Health Maintenance Custodian	311	319	325	40
919	Senior Mental Health Worker	317	325	331	40
154	Senior Microfilm Technician	315	323	329	40
130	Senior Office Assistant	289	297	303	37.5
135	Senior Office Assistant (40)	302	310	316	40
265	Senior Park Caretaker	325	333	339	40
248	Senior Parts Storekeeper	305	313	319	40
337	Senior Permit Specialist	364	372	378	37.5
630	Senior Planner	401	409	415	37.5
527	Senior Public Health Nurse	443	451	457	40
629	Senior Real Property Agent	388	396	402	40
158	Senior Recordable Documents Examiner	306	314	320	37.5
199	Senior Revenue Recovery Officer	309	317	323	37.5
1199	Senior Revenue Recovery Officer (40)	322	330	336	40

APPENDIX A  
AFSCME REPRESENTED CLASSES  
AND SALARY RANGES

Class Number	Class	Salary Range 6/29/08	Salary Range 6/28/09	Salary Range 6/27/10	Work Week
216	Senior Road Maintenance Worker	335	343	349	40
716	Senior Staff Services Analyst	395	403	409	40
492	Senior Substance Abuse Counselor	341	349	355	40
679	Senior Treasury & Tax Assistant	329	337	343	40
1734	Senior Vocational Counselor	356	364	370	40
726	Social Worker I	310	318	324	37.5
726	Social Worker II	335	343	349	37.5
726	Social Worker III	351	359	365	37.5
727	Social Worker I (40)	323	331	337	40
727	Social Worker II (40)	348	356	362	40
727	Social Worker III (40)	364	372	378	40
706	Social Worker IV A	361	369	375	37.5
706	Social Worker IV B	375	383	389	37.5
707	Social Worker IV A (40)	374	382	388	40
707	Social Worker IV B (40)	388	396	402	40
707	Social Worker IV C	390	398	404	40
707	Social Worker IV D	420	428	434	40
1708	Social Worker Supervisor I	417	425	431	40
704	Social Worker Supervisor II	430	438	444	37.5
714	Social Worker Supervisor II (40)	443	451	457	40
1737	SSB-Accountant-Auditor I	344	352	358	40
1737	SSB-Accountant-Auditor II	368	376	382	40
1740	SSB-Information Systems Analyst I	352	360	366	40
1740	SSB-Information Systems Analyst II	382	390	396	40
1738	SSB-Programmer/Analyst	402	410	416	40
183	SSB-Secretary I	287	295	301	40
1739	SSB-Systems Support Analyst	340	348	354	40
1711	Staff Services Analyst I	323	331	337	40
1710	Staff Services Analyst II	355	363	369	40
360	Staff Services Analyst II (SD)	356	364	370	40
1187	Staff Services Specialist DP	393	401	407	40
1733	Stock Clerk	263	271	277	40
673	Student Professional Worker	273	281	287	40
491	Substance Abuse Counselor I	310	318	324	40
491	Substance Abuse Counselor II	328	336	342	40
491	Substance Abuse Counselor Trainee	280	288	294	40
686	Supervising Agricultural/Weights & Measures Inspector	395	403	409	40
279	Supervising Airport Service Worker	335	343	349	40
136	Supervising Child Support Specialist	370	378	384	40
519	Supervising Environmental Health Specialist	429	437	443	40
721	Supervising Integrated Caseworker	396	404	410	40
485	Supervising Juvenile Corrections Officer	352	360	366	40
658	Supervising Librarian	379	387	393	37.5
916	Supervising Mental Health Clinician	444	452	458	40

APPENDIX A  
AFSCME REPRESENTED CLASSES  
AND SALARY RANGES

Class Number	Class	Salary Range 6/29/08	Salary Range 6/28/09	Salary Range 6/27/10	Work Week
920	Supervising Psychiatric Nurse	444	452	458	40
514	Supervising Public Health Nurse	452	460	466	40
940	Supervising Therapist	455	463	469	40
329	Survey Party Chief	399	407	413	40
236	Tire Repair Specialist	331	339	345	40
215	Traffic Control Crew Supervisor	361	369	375	40
220	Traffic Control Maintenance Worker	307	315	321	40
426	Training Coordinator	343	351	357	37.5
429	Training Coordinator (40)	358	366	372	40
495	Translator/Interpreter	302	310	316	40
170	Treasury and Tax Assistant I	277	285	291	40
170	Treasury and Tax Assistant II	295	303	309	40
552	Vector Control Officer	350	358	364	40
675	Veterans Service Representative	318	326	332	40
689	Victim Witness Program Specialist	312	320	326	37.5
744	Vocational Assistant	235	243	249	37.5
742	Vocational Assistant (40)	248	256	262	40
769	Vocational Counselor I	300	308	314	37.5
769	Vocational Counselor II	323	331	337	37.5
768	Vocational Counselor I (40)	313	321	327	40
768	Vocational Counselor II (40)	336	344	350	40
233	Work Crew Leader	294	302	308	40

HUMBOLDT COUNTY BI-WEEKLY SALARY RANGE SCHEDULE

Range	A Step	B Step	C Step	D Step	E Step
220	760.27	799.15	840.02	882.98	928.13
221	764.07	803.15	844.22	887.39	932.77
222	767.89	807.16	848.44	891.83	937.44
223	771.73	811.20	852.68	896.29	942.13
224	775.59	815.25	856.95	900.77	946.84
225	779.47	819.33	861.23	905.27	951.57
226	783.37	823.43	865.54	909.80	956.33
227	787.28	827.54	869.87	914.35	961.11
228	791.22	831.68	874.21	918.92	965.92
229	795.18	835.84	878.59	923.52	970.75
230	799.15	840.02	882.98	928.13	975.60
231	803.15	844.22	887.39	932.77	980.48
232	807.16	848.44	891.83	937.44	985.38
233	811.20	852.68	896.29	942.13	990.31
234	815.25	856.95	900.77	946.84	995.26
235	819.33	861.23	905.27	951.57	1,000.23
236	823.43	865.54	909.80	956.33	1,005.24
237	827.54	869.87	914.35	961.11	1,010.26
238	831.68	874.21	918.92	965.92	1,015.31
239	835.84	878.59	923.52	970.75	1,020.39
240	840.02	882.98	928.13	975.60	1,025.49
241	844.22	887.39	932.77	980.48	1,030.62
242	848.44	891.83	937.44	985.38	1,035.77
243	852.68	896.29	942.13	990.31	1,040.95
244	856.95	900.77	946.84	995.26	1,046.16
245	861.23	905.27	951.57	1,000.23	1,051.39
246	865.54	909.80	956.33	1,005.24	1,056.64
247	869.87	914.35	961.11	1,010.26	1,061.93
248	874.21	918.92	965.92	1,015.31	1,067.24
249	878.59	923.52	970.75	1,020.39	1,072.57
250	882.98	928.13	975.60	1,025.49	1,077.93
251	887.39	932.77	980.48	1,030.62	1,083.32
252	891.83	937.44	985.38	1,035.77	1,088.74
253	896.29	942.13	990.31	1,040.95	1,094.18
254	900.77	946.84	995.26	1,046.16	1,099.66
255	905.27	951.57	1,000.23	1,051.39	1,105.15

HUMBOLDT COUNTY BI-WEEKLY SALARY RANGE SCHEDULE

Range	A Step	B Step	C Step	D Step	E Step
256	909.80	956.33	1,005.24	1,056.64	1,110.68
257	914.35	961.11	1,010.26	1,061.93	1,116.23
258	918.92	965.92	1,015.31	1,067.24	1,121.81
259	923.52	970.75	1,020.39	1,072.57	1,127.42
260	928.13	975.60	1,025.49	1,077.93	1,133.06
261	932.77	980.48	1,030.62	1,083.32	1,138.73
262	937.44	985.38	1,035.77	1,088.74	1,144.42
263	942.13	990.31	1,040.95	1,094.18	1,150.14
264	946.84	995.26	1,046.16	1,099.66	1,155.89
265	951.57	1,000.23	1,051.39	1,105.15	1,161.67
266	956.33	1,005.24	1,056.64	1,110.68	1,167.48
267	961.11	1,010.26	1,061.93	1,116.23	1,173.32
268	965.92	1,015.31	1,067.24	1,121.81	1,179.18
269	970.75	1,020.39	1,072.57	1,127.42	1,185.08
270	975.60	1,025.49	1,077.93	1,133.06	1,191.01
271	980.48	1,030.62	1,083.32	1,138.73	1,196.96
272	985.38	1,035.77	1,088.74	1,144.42	1,202.95
273	990.31	1,040.95	1,094.18	1,150.14	1,208.96
274	995.26	1,046.16	1,099.66	1,155.89	1,215.00
275	1,000.23	1,051.39	1,105.15	1,161.67	1,221.08
276	1,005.24	1,056.64	1,110.68	1,167.48	1,227.19
277	1,010.26	1,061.93	1,116.23	1,173.32	1,233.32
278	1,015.31	1,067.24	1,121.81	1,179.18	1,239.49
279	1,020.39	1,072.57	1,127.42	1,185.08	1,245.69
280	1,025.49	1,077.93	1,133.06	1,191.01	1,251.91
281	1,030.62	1,083.32	1,138.73	1,196.96	1,258.17
282	1,035.77	1,088.74	1,144.42	1,202.95	1,264.46
283	1,040.95	1,094.18	1,150.14	1,208.96	1,270.79
284	1,046.16	1,099.66	1,155.89	1,215.00	1,277.14
285	1,051.39	1,105.15	1,161.67	1,221.08	1,283.53
286	1,056.64	1,110.68	1,167.48	1,227.19	1,289.94
287	1,061.93	1,116.23	1,173.32	1,233.32	1,296.39
288	1,067.24	1,121.81	1,179.18	1,239.49	1,302.88
289	1,072.57	1,127.42	1,185.08	1,245.69	1,309.39
290	1,077.93	1,133.06	1,191.01	1,251.91	1,315.94
291	1,083.32	1,138.73	1,196.96	1,258.17	1,322.52

HUMBOLDT COUNTY BI-WEEKLY SALARY RANGE SCHEDULE

Range	A Step	B Step	C Step	D Step	E Step
292	1,088.74	1,144.42	1,202.95	1,264.46	1,329.13
293	1,094.18	1,150.14	1,208.96	1,270.79	1,335.77
294	1,099.66	1,155.89	1,215.00	1,277.14	1,342.45
295	1,105.15	1,161.67	1,221.08	1,283.53	1,349.17
296	1,110.68	1,167.48	1,227.19	1,289.94	1,355.91
297	1,116.23	1,173.32	1,233.32	1,296.39	1,362.69
298	1,121.81	1,179.18	1,239.49	1,302.88	1,369.50
299	1,127.42	1,185.08	1,245.69	1,309.39	1,376.35
300	1,133.06	1,191.01	1,251.91	1,315.94	1,383.23
301	1,138.73	1,196.96	1,258.17	1,322.52	1,390.15
302	1,144.42	1,202.95	1,264.46	1,329.13	1,397.10
303	1,150.14	1,208.96	1,270.79	1,335.77	1,404.09
304	1,155.89	1,215.00	1,277.14	1,342.45	1,411.11
305	1,161.67	1,221.08	1,283.53	1,349.17	1,418.16
306	1,167.48	1,227.19	1,289.94	1,355.91	1,425.25
307	1,173.32	1,233.32	1,296.39	1,362.69	1,432.38
308	1,179.18	1,239.49	1,302.88	1,369.50	1,439.54
309	1,185.08	1,245.69	1,309.39	1,376.35	1,446.74
310	1,191.01	1,251.91	1,315.94	1,383.24	1,453.97
311	1,196.96	1,258.17	1,322.52	1,390.15	1,461.24
312	1,202.95	1,264.46	1,329.13	1,397.10	1,468.55
313	1,208.96	1,270.79	1,335.77	1,404.09	1,475.89
314	1,215.00	1,277.14	1,342.45	1,411.11	1,483.27
315	1,221.08	1,283.53	1,349.17	1,418.16	1,490.69
316	1,227.19	1,289.94	1,355.91	1,425.25	1,498.14
317	1,233.32	1,296.39	1,362.69	1,432.38	1,505.63
318	1,239.49	1,302.88	1,369.50	1,439.54	1,513.16
319	1,245.69	1,309.39	1,376.35	1,446.74	1,520.73
320	1,251.91	1,315.94	1,383.23	1,453.97	1,528.33
321	1,258.17	1,322.52	1,390.15	1,461.24	1,535.97
322	1,264.46	1,329.13	1,397.10	1,468.55	1,543.65
323	1,270.79	1,335.77	1,404.09	1,475.89	1,551.37
324	1,277.14	1,342.45	1,411.11	1,483.27	1,559.13
325	1,283.53	1,349.17	1,418.16	1,490.69	1,566.92
326	1,289.94	1,355.91	1,425.25	1,498.14	1,574.76
327	1,296.39	1,362.69	1,432.38	1,505.63	1,582.63

HUMBOLDT COUNTY BI-WEEKLY SALARY RANGE SCHEDULE

Range	A Step	B Step	C Step	D Step	E Step
328	1,302.88	1,369.50	1,439.54	1,513.16	1,590.54
329	1,309.39	1,376.35	1,446.74	1,520.73	1,598.50
330	1,315.94	1,383.23	1,453.97	1,528.33	1,606.49
331	1,322.52	1,390.15	1,461.24	1,535.97	1,614.52
332	1,329.13	1,397.10	1,468.55	1,543.65	1,622.59
333	1,335.77	1,404.09	1,475.89	1,551.37	1,630.71
334	1,342.45	1,411.11	1,483.27	1,559.14	1,638.86
335	1,349.17	1,418.16	1,490.69	1,566.92	1,647.05
336	1,355.91	1,425.25	1,498.14	1,574.76	1,655.29
337	1,362.69	1,432.38	1,505.63	1,582.63	1,663.57
338	1,369.50	1,439.54	1,513.16	1,590.54	1,671.88
339	1,376.35	1,446.74	1,520.73	1,598.50	1,680.24
340	1,383.23	1,453.97	1,528.33	1,606.49	1,688.64
341	1,390.15	1,461.24	1,535.97	1,614.52	1,697.09
342	1,397.10	1,468.55	1,543.65	1,622.59	1,705.57
343	1,404.09	1,475.89	1,551.37	1,630.71	1,714.10
344	1,411.11	1,483.27	1,559.13	1,638.86	1,722.67
345	1,418.16	1,490.69	1,566.93	1,647.05	1,731.28
346	1,425.25	1,498.14	1,574.76	1,655.29	1,739.94
347	1,432.38	1,505.63	1,582.63	1,663.57	1,748.64
348	1,439.54	1,513.16	1,590.54	1,671.88	1,757.38
349	1,446.74	1,520.73	1,598.50	1,680.24	1,766.17
350	1,453.97	1,528.33	1,606.49	1,688.64	1,775.00
351	1,461.24	1,535.97	1,614.52	1,697.09	1,783.88
352	1,468.55	1,543.65	1,622.59	1,705.57	1,792.80
353	1,475.89	1,551.37	1,630.71	1,714.10	1,801.76
354	1,483.27	1,559.13	1,638.86	1,722.67	1,810.77
355	1,490.69	1,566.92	1,647.05	1,731.28	1,819.82
356	1,498.14	1,574.76	1,655.29	1,739.94	1,828.92
357	1,505.63	1,582.63	1,663.57	1,748.64	1,838.07
358	1,513.16	1,590.54	1,671.88	1,757.38	1,847.26
359	1,520.73	1,598.50	1,680.24	1,766.17	1,856.49
360	1,528.33	1,606.49	1,688.64	1,775.00	1,865.78
361	1,535.97	1,614.52	1,697.09	1,783.88	1,875.10
362	1,543.65	1,622.59	1,705.57	1,792.80	1,884.48
363	1,551.37	1,630.71	1,714.10	1,801.76	1,893.90

HUMBOLDT COUNTY BI-WEEKLY SALARY RANGE SCHEDULE

Range	A Step	B Step	C Step	D Step	E Step
364	1,559.13	1,638.86	1,722.67	1,810.77	1,903.37
365	1,566.92	1,647.05	1,731.28	1,819.82	1,912.89
366	1,574.76	1,655.29	1,739.94	1,828.92	1,922.45
367	1,582.63	1,663.57	1,748.64	1,838.07	1,932.07
368	1,590.54	1,671.88	1,757.38	1,847.26	1,941.73
369	1,598.50	1,680.24	1,766.17	1,856.49	1,951.43
370	1,606.49	1,688.64	1,775.00	1,865.78	1,961.19
371	1,614.52	1,697.09	1,783.88	1,875.10	1,971.00
372	1,622.59	1,705.57	1,792.80	1,884.48	1,980.85
373	1,630.71	1,714.10	1,801.76	1,893.90	1,990.76
374	1,638.86	1,722.67	1,810.77	1,903.37	2,000.71
375	1,647.05	1,731.28	1,819.82	1,912.89	2,010.71
376	1,655.29	1,739.94	1,828.92	1,922.45	2,020.77
377	1,663.57	1,748.64	1,838.07	1,932.07	2,030.87
378	1,671.88	1,757.38	1,847.26	1,941.73	2,041.03
379	1,680.24	1,766.17	1,856.49	1,951.43	2,051.23
380	1,688.64	1,775.00	1,865.78	1,961.19	2,061.49
381	1,697.09	1,783.88	1,875.10	1,971.00	2,071.79
382	1,705.57	1,792.80	1,884.48	1,980.85	2,082.15
383	1,714.10	1,801.76	1,893.90	1,990.76	2,092.56
384	1,722.67	1,810.77	1,903.37	2,000.71	2,103.03
385	1,731.28	1,819.82	1,912.89	2,010.71	2,113.54
386	1,739.94	1,828.92	1,922.45	2,020.77	2,124.11
387	1,748.64	1,838.07	1,932.07	2,030.87	2,134.73
388	1,757.38	1,847.26	1,941.73	2,041.03	2,145.40
389	1,766.17	1,856.49	1,951.43	2,051.23	2,156.13
390	1,775.00	1,865.78	1,961.19	2,061.49	2,166.91
391	1,783.88	1,875.10	1,971.00	2,071.79	2,177.75
392	1,792.80	1,884.48	1,980.85	2,082.15	2,188.63
393	1,801.76	1,893.90	1,990.76	2,092.56	2,199.58
394	1,810.77	1,903.37	2,000.71	2,103.03	2,210.58
395	1,819.82	1,912.89	2,010.71	2,113.54	2,221.63
396	1,828.92	1,922.45	2,020.77	2,124.11	2,232.74
397	1,838.07	1,932.07	2,030.87	2,134.73	2,243.90
398	1,847.26	1,941.73	2,041.03	2,145.40	2,255.12
399	1,856.49	1,951.43	2,051.23	2,156.13	2,266.40

HUMBOLDT COUNTY BI-WEEKLY SALARY RANGE SCHEDULE

Range	A Step	B Step	C Step	D Step	E Step
400	1,865.78	1,961.19	2,061.49	2,166.91	2,277.73
401	1,875.10	1,971.00	2,071.79	2,177.75	2,289.12
402	1,884.48	1,980.85	2,082.15	2,188.63	2,300.56
403	1,893.90	1,990.76	2,092.56	2,199.58	2,312.06
404	1,903.37	2,000.71	2,103.03	2,210.58	2,323.63
405	1,912.89	2,010.71	2,113.54	2,221.63	2,335.24
406	1,922.45	2,020.77	2,124.11	2,232.74	2,346.92
407	1,932.07	2,030.87	2,134.73	2,243.90	2,358.65
408	1,941.73	2,041.03	2,145.40	2,255.12	2,370.45
409	1,951.43	2,051.23	2,156.13	2,266.40	2,382.30
410	1,961.19	2,061.49	2,166.91	2,277.73	2,394.21
411	1,971.00	2,071.79	2,177.75	2,289.12	2,406.18
412	1,980.85	2,082.15	2,188.63	2,300.56	2,418.21
413	1,990.76	2,092.56	2,199.58	2,312.06	2,430.30
414	2,000.71	2,103.03	2,210.58	2,323.63	2,442.46
415	2,010.71	2,113.54	2,221.63	2,335.24	2,454.67
416	2,020.77	2,124.11	2,232.74	2,346.92	2,466.94
417	2,030.87	2,134.73	2,243.90	2,358.65	2,479.28
418	2,041.03	2,145.40	2,255.12	2,370.45	2,491.67
419	2,051.23	2,156.13	2,266.40	2,382.30	2,504.13
420	2,061.49	2,166.91	2,277.73	2,394.21	2,516.65
421	2,071.79	2,177.75	2,289.12	2,406.18	2,529.23
422	2,082.15	2,188.63	2,300.56	2,418.21	2,541.88
423	2,092.56	2,199.58	2,312.06	2,430.30	2,554.59
424	2,103.03	2,210.58	2,323.63	2,442.46	2,567.36
425	2,113.54	2,221.63	2,335.24	2,454.67	2,580.20
426	2,124.11	2,232.74	2,346.92	2,466.94	2,593.10
427	2,134.73	2,243.90	2,358.65	2,479.28	2,606.07
428	2,145.40	2,255.12	2,370.45	2,491.67	2,619.10
429	2,156.13	2,266.40	2,382.30	2,504.13	2,632.19
430	2,166.91	2,277.73	2,394.21	2,516.65	2,645.35
431	2,177.75	2,289.12	2,406.18	2,529.23	2,658.58
432	2,188.63	2,300.56	2,418.21	2,541.88	2,671.87
433	2,199.58	2,312.06	2,430.30	2,554.59	2,685.23
434	2,210.58	2,323.63	2,442.46	2,567.36	2,698.66
435	2,221.63	2,335.24	2,454.67	2,580.20	2,712.15

HUMBOLDT COUNTY BI-WEEKLY SALARY RANGE SCHEDULE

Range	A Step	B Step	C Step	D Step	E Step
436	2,232.74	2,346.92	2,466.94	2,593.10	2,725.71
437	2,243.90	2,358.65	2,479.28	2,606.07	2,739.34
438	2,255.12	2,370.45	2,491.67	2,619.10	2,753.04
439	2,266.40	2,382.30	2,504.13	2,632.19	2,766.80
440	2,277.73	2,394.21	2,516.65	2,645.35	2,780.64
441	2,289.12	2,406.18	2,529.23	2,658.58	2,794.54
442	2,300.56	2,418.21	2,541.88	2,671.87	2,808.51
443	2,312.06	2,430.30	2,554.59	2,685.23	2,822.56
444	2,323.63	2,442.46	2,567.36	2,698.66	2,836.67
445	2,335.24	2,454.67	2,580.20	2,712.15	2,850.85
446	2,346.92	2,466.94	2,593.10	2,725.71	2,865.11
447	2,358.65	2,479.28	2,606.07	2,739.34	2,879.43
448	2,370.45	2,491.67	2,619.10	2,753.04	2,893.83
449	2,382.30	2,504.13	2,632.19	2,766.80	2,908.30
450	2,394.21	2,516.65	2,645.35	2,780.64	2,922.84
451	2,406.18	2,529.23	2,658.58	2,794.54	2,937.45
452	2,418.21	2,541.88	2,671.87	2,808.51	2,952.14
453	2,430.30	2,554.59	2,685.23	2,822.56	2,966.90
454	2,442.46	2,567.36	2,698.66	2,836.67	2,981.74
455	2,454.67	2,580.20	2,712.15	2,850.85	2,996.64
456	2,466.94	2,593.10	2,725.71	2,865.11	3,011.63
457	2,479.28	2,606.07	2,739.34	2,879.43	3,026.69
458	2,491.67	2,619.10	2,753.04	2,893.83	3,041.82
459	2,504.13	2,632.19	2,766.80	2,908.30	3,057.03
460	2,516.65	2,645.35	2,780.64	2,922.84	3,072.31
461	2,529.23	2,658.58	2,794.54	2,937.45	3,087.68
462	2,541.88	2,671.87	2,808.51	2,952.14	3,103.11
463	2,554.59	2,685.23	2,822.56	2,966.90	3,118.63
464	2,567.36	2,698.66	2,836.67	2,981.74	3,134.22
465	2,580.20	2,712.15	2,850.85	2,996.64	3,149.89
466	2,593.10	2,725.71	2,865.11	3,011.63	3,165.64
467	2,606.07	2,739.34	2,879.43	3,026.69	3,181.47
468	2,619.10	2,753.04	2,893.83	3,041.82	3,197.38
469	2,632.19	2,766.80	2,908.30	3,057.03	3,213.37
470	2,645.35	2,780.64	2,922.84	3,072.31	3,229.43
471	2,658.58	2,794.54	2,937.45	3,087.68	3,245.58

HUMBOLDT COUNTY BI-WEEKLY SALARY RANGE SCHEDULE

Range	A Step	B Step	C Step	D Step	E Step
472	2,671.87	2,808.51	2,952.14	3,103.11	3,261.81
473	2,685.23	2,822.56	2,966.90	3,118.63	3,278.12
474	2,698.66	2,836.67	2,981.74	3,134.22	3,294.51
475	2,712.15	2,850.85	2,996.64	3,149.89	3,310.98
476	2,725.71	2,865.11	3,011.63	3,165.64	3,327.53
477	2,739.34	2,879.43	3,026.69	3,181.47	3,344.17
478	2,753.04	2,893.83	3,041.82	3,197.38	3,360.89
479	2,766.80	2,908.30	3,057.03	3,213.37	3,377.70
480	2,780.64	2,922.84	3,072.31	3,229.43	3,394.59
481	2,794.54	2,937.45	3,087.68	3,245.58	3,411.56
482	2,808.51	2,952.14	3,103.11	3,261.81	3,428.62
483	2,822.56	2,966.90	3,118.63	3,278.12	3,445.76
484	2,836.67	2,981.74	3,134.22	3,294.51	3,462.99
485	2,850.85	2,996.64	3,149.89	3,310.98	3,480.30
486	2,865.11	3,011.63	3,165.64	3,327.53	3,497.70
487	2,879.43	3,026.69	3,181.47	3,344.17	3,515.19
488	2,893.83	3,041.82	3,197.38	3,360.89	3,532.77
489	2,908.30	3,057.03	3,213.37	3,377.70	3,550.43
490	2,922.84	3,072.31	3,229.43	3,394.59	3,568.19
491	2,937.45	3,087.68	3,245.58	3,411.56	3,586.03
492	2,952.14	3,103.11	3,261.81	3,428.62	3,603.96
493	2,966.90	3,118.63	3,278.12	3,445.76	3,621.98
494	2,981.74	3,134.22	3,294.51	3,462.99	3,640.09
495	2,996.64	3,149.89	3,310.98	3,480.30	3,658.29
496	3,011.63	3,165.64	3,327.53	3,497.70	3,676.58
497	3,026.69	3,181.47	3,344.17	3,515.19	3,694.96
498	3,041.82	3,197.38	3,360.89	3,532.77	3,713.44
499	3,057.03	3,213.37	3,377.70	3,550.43	3,732.00
500	3,072.31	3,229.43	3,394.59	3,568.19	3,750.66

APPENDIX B  
APPLICATION FOR MEMBERSHIP/AUTHORIZATION FOR REPRESENTATION



APPLICATION FOR MEMBERSHIP/  
AUTHORIZATION FOR REPRESENTATION

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

Local Union No. \_\_\_\_\_ Date \_\_\_\_\_

Applicant's Name \_\_\_\_\_

Please Print Name

Home Address \_\_\_\_\_

Street

City, State, Zip

Home Phone No. \_\_\_\_\_ Social Security No. \_\_\_\_\_

Employer \_\_\_\_\_

Dept. \_\_\_\_\_ Classification \_\_\_\_\_

Worksite \_\_\_\_\_ Work Phone No. \_\_\_\_\_

I, the undersigned, hereby designate the American Federation of State, County and Municipal Employees, AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment in order to promote and protect my economic welfare.

Signature of Applicant \_\_\_\_\_

Received By \_\_\_\_\_

Form F-43 7/82



APPENDIX C  
EDUCATIONAL REIMBURSEMENT RESOLUTION

RESOLUTION NO. 76-138, AS AMENDED BY RESOLUTION NO. 82-6:

RESOLUTION ADOPTING POLICY AND OTHER DETAILS CONCERNING REIMBURSEMENT OF COUNTY PERSONNEL FOR EDUCATIONAL AND TRAINING PROGRAMS AND REIMBURSEMENT AND APPROVAL OF ATTENDANCE IN CONNECTION WITH INSTITUTES, SEMINARS AND CONFERENCES, AND REPEALING RESOLUTION NO. 68-61.

WHEREAS, this Board of Supervisors on the recommendation of the County Administrative Officer and by order dated September 20, 1966, directed the Personnel Director to make a study concerning the reimbursement of County personnel for educational and training programs; and

WHEREAS, the Personnel Director, by letter dated December 23, 1966, presented a proposed policy concerning this matter and concerning reimbursement and approval of attendance in connection with institutes, seminars and conferences; and

WHEREAS, this Board of Supervisors took official action on the subject on January 17, 1967, by the adoption of Resolution No. 67-5 and again on April 17, 1967, by the adoption of Resolution No. 67-42 which repealed Resolution No. 67-5, and again on July 23, 1968, by adoption of Resolution No. 68-61 which repealed Resolution No. 67-42, made certain changes in the policy; and

WHEREAS, this Board of Supervisors now desires to make certain changes by the enactment of a new resolution;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The following is adopted as an official policy of the County of Humboldt:

The County of Humboldt encourages and supports educational and training programs which provide full-time employees opportunity for personal career development and which directly benefits the County department in which a full-time employee is employed by increasing the competency of its regular staff. Toward this end, the County will provide reimbursement for courses and certification exams 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 \$215.00 per course or \$75.00 per semester or quarter unit, whichever amount is greater, not to exceed \$450.00 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 exams.

2. Reimbursement for correspondence courses and for educational and training programs constituting regular courses which are given by high schools in evening or adult sessions and by colleges and junior colleges, without travel, per diem or time away from employment (other than by leave of absence without pay) being involved, shall be administered by the Personnel Director. The following provisions apply:

A. Application for reimbursement shall be made on a form which the Personnel Director is authorized to prescribe. Applicants shall comply with the instructions contained in such form.

B. Such application must be presented to the Personnel Director, with prior recommendations for approval by the applicant's immediate supervisor and department head, within one month after the start of the academic period (or, in the case of a

correspondence course, within one month after enrollment). The department head's recommendation for approval shall clearly define the way in which the department can utilize the additional skills or knowledge of the employee upon completion of the academic training.

C. Approval of enrollment shall be granted by the Personnel Director if the facts show that the application comes within the above policy.

D. Approval for reimbursement shall be granted by the Personnel Director upon his being presented evidence, as required by him, of satisfactory completion of the course. "Satisfactory completion" of a course means the receipt of a grade of "C" or better in a graded course or a completion certificate in a course in which no grades are given.

E. The Auditor-Controller, upon being notified of the amount of reimbursement approved hereunder by the Personnel Director, shall make payment of the approved amount to the appropriate individual. The Auditor-Controller may require a claim and such other documentation as is legally necessary.

F. All reimbursement which is made pursuant to this paragraph shall be charged to the budget of the Personnel Department.

G. Time spent in attending any course taken pursuant to this paragraph and studying and preparing lessons therefore shall not be considered as time worked for the County.

3. In the case of institutes, seminars, conferences and courses which are held outside of Humboldt County, permission to attend shall be obtained by the securing of an approved request for out of county travel. The request for out of county travel shall state the tuition or registration fee which will be required, and it shall also contain an estimate of all other expenses for which reimbursement will be sought. Reimbursement and direct expenses shall be charged to the budget of the department of the individual attending the institute, seminar, conference or course.

4. In the case of institutes, seminars and conferences which are held in Humboldt County and which do not constitute regular courses which are given by high schools in evening or adult sessions or by colleges or junior colleges, the following provisions apply:

A. If the institute, seminar or conference is of no more than 20 hours' duration, permission to attend may be granted by the department head of the individual desiring to attend; and any registration fee or other charge made for attendance shall be charged to the budget of the department of the individual who attends.

B. If the institute, seminar or conference is of more than 20 hours' duration, permission to attend may be granted by the department head of the individual desiring to attend, provided that the approval of the County Administrative Officer is obtained; and any registration fee or other charge made for attendance shall be charged to the budget of the department of the individual who attends.

5. No course, institute, seminar or conference shall be approved so that there shall be any County financial participation hereunder unless the situation falls within the policy contained in Paragraph 1 of this resolution.

6. Resolution No. 68-61 is repealed. This repeal provision does not affect the continuity of a policy on the subject matter of the within resolution.

APPENDIX D  
EEO POLICY STATEMENT

Humboldt County is committed to the concept of equal opportunity as a basic merit system principle. The prohibition of discriminatory practices is not enough to adhere to the true spirit of this commitment. The County recognizes its responsibility to develop a realistic program under which positive steps will be taken to insure that all persons are afforded equal employment opportunities in the County service regardless of race, color, religion, sex, national origin, physical handicap, ancestry, medical condition, marital status, or age. These positive steps must be designed to eliminate practices, standards, or working conditions which might tend to produce discriminatory effects, and must encompass the areas of recruitment, examination, selection, promotion, pay and training procedures to effect the extension of equal employment opportunities to all qualified persons.

The objectives of the County of Humboldt's program are:

1. To achieve equality of employment opportunities in classified and unclassified County positions for all qualified persons regardless of race, color, religion, sex, national origin, physical handicap, ancestry, medical condition, marital status, or age.
2. To initiate and maintain a reviewing process encompassing all personnel policies, procedures, and practices in order to identify those conditions which may tend to be discriminatory in nature and to take corrective action when necessary.
3. To make all Humboldt County residents aware of the County's responsibilities and intentions in regard to affirmative action.
4. To identify areas of underutilization of the disadvantaged and take positive corrective action whenever possible.

In supervising the formulation of the County's budget and in approving staffing patterns, the County Administrative Officer will insure that the resources allocated to the program are sufficient to achieve approved program goals. The Personnel Director will have the basic responsibility for obtaining results from the program. He will coordinate the implementation and, when necessary, interpret the provisions of the program. Questions regarding the County E.E.O. Policy should be directed to the Personnel Director at 476-2349.

It is the responsibility of each department head and supervisory employee to give the program full support through individual leadership and personal example. It is the responsibility of all management and supervisory personnel to identify problem areas and actively pursue their solution on a positive basis.

The County of Humboldt will update and reaffirm this E.E.O. Policy Statement annually.



APPENDIX E  
HUMBOLDT COUNTY MERIT SYSTEM RULES

RULE I  
GENERAL PROVISIONS

1. INTENT

The objectives of these rules are to implement the Humboldt County Merit System Resolution and to facilitate efficient and economical services to the public and to provide for a fair and just system of personnel management in the County government. These rules set forth policies and procedures which insure like treatment for those who present themselves for original employment or promotion, and the obligations, rights, privileges, benefits, and prohibitions which are placed on all employees in the classified service of the County. At the same time, within the limits of administrative feasibility, recognition shall be given to the fact that individuals differ, that no two individuals react alike to reward and punishment or to uniform motivation and encouragement. For this reason, considerable latitude shall be given to the Personnel Director in the execution of his duties and responsibilities relating to employee morale and discipline.

2. DISCRIMINATION

Employment practices of the County of Humboldt shall be subject to the Equal Employment Opportunity Amendments to Title VII of the Civil Rights Act of 1964.

3. AMENDMENTS AND REVISION OF RULES

Any amendment or revision to these rules which falls within the scope of representation of a recognized employee organization shall be met and conferred upon with that employee organization.

RULE II  
CLASSIFICATION PLAN, CLASSES AND POSITIONS

1. PREPARATION OF CLASSIFICATION PLAN

After consulting with appointing powers affected, the Personnel Director shall prepare a classification plan for all positions in the classified service.

The classification plan shall be so developed and maintained that all positions which are substantially similar in duties, responsibilities, and authority are included within the same class and that the same salary range may be made to apply with equity, under like working conditions, to all positions in the same class.

The classification plan shall consist of a list of titles of the classes to which all positions in the classified service are to be allocated and a written specification defining each class. The class specification shall include the class title, a summary statement of duties and responsibilities, minimum or desirable

qualifications for appointment and may include such other pertinent material as the Personnel Director may deem desirable.

2. ADOPTION OF THE PLAN

Upon adoption of the initial classification plan by the Board of Supervisors, its provisions shall be observed in the handling of all personnel actions and activities and it shall be considered an administrative tool and not deemed to be a part of the rules.

3. REVISIONS TO THE CLASSIFICATION PLAN

After the adoption of the classification plan, the Personnel Director may, after considering the interests of the employees and department heads, revise the content of the individual specifications to reflect changes in class content, changes in labor market conditions and for other valid reasons. Such revisions shall be effective upon approval by the Board of Supervisors.

4. NEED FOR CHANGE IN DUTIES AND RESPONSIBILITIES OF A POSITION

Whenever, in the opinion of an appointing power or an employee, there is a basis for a change in the allocation of a position, the Personnel Director shall be notified.

5. REALLOCATION OF POSITIONS

If there is a change in the duties or responsibilities of a position, such position may be reallocated to a different class by the Personnel Director after discussion with the appointing power, subject to the approval of the County Administrative Officer and the Board of Supervisors.

6. NATURE OF THE CLASS SPECIFICATION

The class specification shall be construed as being descriptive and not restrictive. Whenever a determination is to be made as to the class to which a given position is to be allocated, the specification of each class shall be considered in its entirety and in relation to other specifications in the classification plan.

7. NEW OR VACANT POSITION

Before a newly created position or a vacant position for which duties have been changed may be filled, the Personnel Director shall, with the approval of the County Administrative Officer and the Board of Supervisors, allocate the position to the proper class.

8. EFFECT OF REALLOCATION ON EMPLOYEE STATUS

If the current duties of a position justify the reallocation of the position to a different class, and the position is reallocated pursuant to the provisions of Section 5 above, the incumbent employee shall retain the employment status which was held on the date of reallocation. If such an employee was in probationary status, then the employee shall complete the original probationary period as if there had been no change in the allocation of the position. If a position is reallocated based upon a prospective set of duties, then an appointment to the position shall be made from an appropriate employment list

and the appointee shall be required to serve a probationary period prior to gaining permanent status.

RULE III  
COMPENSATION AND WAGE ADMINISTRATION

1. PREPARATION OF COMPENSATION PLAN

The Personnel Director shall prepare a compensation plan for all classes of positions in the classified service, showing in a systematic manner the minimum, intermediate, and maximum rates of pay for each class.

2. ADOPTION OF THE PLAN

After adoption of the initial compensation plan by the Board of Supervisors, no position shall be assigned a salary that is higher than the maximum or lower than the minimum provided for the class to which the position is allocated excepting Rule III, Section 5, and except as provided in Section 7 of the Salary Resolution.

3. APPOINTMENTS AND SALARIES

At the request of the appointing power, the Personnel Director shall, with approval of the County Administrative Officer, fix the specific salary step within the applicable range at which a person is to be initially compensated.

4. PROMOTION—EFFECT UPON RATE OF COMPENSATION

An employee promoted to a position having a higher maximum rate than that of his 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. When the normal promotion or reclassification of an employee to a higher class would result in a salary increase of less than 5%, the salary of such employee will be adjusted to the step in the new range which is at least 5% higher than the present salary rate, or the maximum salary for the class, whichever is less.

5. DEMOTION—EFFECT UPON RATE OF COMPENSATION

Upon a demotion, an employee will receive a salary adjustment to the step in the lower range that would have been attained if the total service in both the higher and lower classes were combined and full credit given for step increases, provided that the new rate does not exceed the maximum of the new class.

Notwithstanding the foregoing, when demotion results from a downward reclassification of the employee's current position, his salary shall be retained, even though the salary is above the maximum of the salary range for the new class. In such a case, the employee shall not be granted step increases or salary adjustments until such increases are appropriate within the new salary range. If the employee's current salary does not exceed the salary in the demoted class, the employee's salary shall be adjusted to the equivalent salary in the demoted class. A demoted employee's salary, which is within the range of the demoted class, shall be adjusted to the next higher step in that range at the employee's next six month or annual increase, whichever occurs first, except as provided in Section 7 of the Salary Resolution.

## 6. EFFECT OF LEAVE OF ABSENCE WITHOUT PAY UPON SALARY ADVANCEMENT

Except as otherwise provided by law, an employee who has taken leave of absence without pay for a total of one (1) pay period or more within a given service year, shall have his anniversary date adjusted by the time in excess of the one (1) pay period and rounded to the next nearest pay period.

### RULE IV RECRUITMENT, SELECTION AND APPOINTMENT

#### 1. RECRUITMENT OF APPLICANTS FOR EXAMINATION

It shall be the responsibility of the Personnel Director to publicize each examination for appointments to the classified service to the end that the best available persons shall be attracted to the service of the County.

##### A. Content of Examination Announcement

Each examination announcement shall specify the classification title, the nature of the work to be performed, the pay rate or range for the classification, the minimum or desirable qualifications, and the closing date for the filing of applications. The Personnel Director may, in addition, add such other information as he deems advisable.

##### B. Application Forms

Applications for examinations shall be made on forms provided by the Personnel Director.

##### C. Accepted Applicants

Each accepted applicant shall be informed of the exact time, place and date of any examination.

##### D. Examination Results

The Personnel Director may accept, in lieu of an examination or part of an examination, the results of any examination administered by any recognized testing authority whether governmental, public, or private, provided further that any examination given shall be uniform for the class for which the examination is given, as determined by the Personnel Director.

##### E. Disqualification

The Personnel Director may deny to examine or, after examination, deny to certify an eligible, or remove from the eligibility list, any person:

(1) who has been previously dismissed for good cause from County employment;

(2) who resigned from County employment while not in good standing or in order to avoid dismissal;

(3) who was released from temporary or probationary appointment because of unsatisfactory performance.

The Personnel Director may deny to examine or, after examination, deny to certify an eligible, or remove from the eligibility list any person who has, upon certification from the appointing power, a personal history which should exclude him from handling records, files, materials, and/or information of a confidential or security nature.

An applicant will not qualify and must be rejected by the Personnel Director if said applicant is not a United States citizen (except as otherwise provided by Federal and State law); clearly does not meet required minimum qualifications, or is physically or morally unfit to perform the duties and responsibilities of the class for which he has applied; has made a false statement of material facts; is currently engaged in the illegal use of drugs; has been convicted of a crime involving moral turpitude; or has practiced, or attempted to practice, deception or fraud in his application.

Any applicant who has been accepted, but who later is found not to qualify because of the existence of any of the facts stated in the preceding paragraph, may be eliminated by action of the Personnel Director from further competition or removed from the eligible list resulting from the examination. Any applicant who has been employed, but who later is found not to qualify because of the existence of any of the facts stated in the preceding paragraph, may be subject to discharge by the appointing power.

## 2. SELECTION

The personnel selection techniques used in the employment examination processes shall be impartial, of a practical nature, and shall relate to those matters which fairly test the relative capacity of the persons examined to discharge the duties and responsibilities of the classification to which they seek to be appointed.

## 3. PROMOTIONAL EXAMINATIONS

Promotional examinations are open to County employees and former employees who are in layoff status (for HDSO Unit 6 this provision applies only to former employees who have been in layoff status up to one year) and who meet both of the following conditions:

A. Each employee shall meet all of the minimum qualifications and other requirements set forth in the examination announcement or bulletin.

B. Each employee shall have successfully completed the initial probationary period or, in the case of grant status employees, shall have served time in their position equal to a probationary period for that class.

## 4. CONDUCT OF EXAMINATION

All examinations shall be conducted and controlled by the Personnel Director or his authorized representative. Appointing powers may request the holding of promotional and/or open examinations and the Personnel Director shall consider such request.

## 5. CERTIFICATION

The appointing powers shall fill a vacancy by selecting one of the six persons standing highest on the appropriate employment list.

The appointing power shall not employ a provisional employee if two or more names remain on the appropriate employment list. The appointing power shall not continue to employ a provisional employee longer than four calendar weeks from the date of receipt of an appropriate employment list containing two or more names.

Certification shall be made from employment lists in the following order: layoff, promotional and open. Names of qualified eligibles shall not be certified from the open or promotional lists until all qualified persons for appointment on the layoff lists are certified. After certification of qualified layoff eligibles, the promotional list shall be used to fulfill the certification requirements. If the number of qualified promotional eligibles is insufficient to meet certification requirements, the open list shall be used.

A layoff list shall be established in accordance with Rule VII, Section 3.

A promotional list results from the competition of County employees in accordance with Rule IV, Section 3.

An open list results from competition other than a promotional examination.

Whenever a vacant position requires that an employee be of a particular sex, or that the position has special lifting or pushing requirements, or that it requires residence in a certain locality, willingness and ability to work certain unusual hours or at a certain location, or other special qualifications, the Personnel Director may, upon written request by the appointing authority, certify only those candidates who meet the required employment conditions.

## 6. EMPLOYMENT LISTS

As soon as possible after the completion of an examination, the Personnel Director shall prepare an employment list consisting of the names of persons qualifying in the examination.

The Personnel Director shall advise the appointing powers as to the availability of employees for layoff and demotion, requests for transfer and reinstatement, and of eligibles on promotional or open employment lists for the class.

If it is neither possible to fill the vacancy by certification from a layoff list, nor to the County's best interest to fill it by transfer or demotion, certification shall be made from an appropriate eligible list, provided such list is available. If an appropriate list is not in effect, appointment of a provisional employee may be made.

The Personnel Director may certify the names of employees who are in layoff status to vacant positions in any class for which they are deemed qualified, as determined by the Personnel Director, regardless of the class of layoff. Persons reemployed as a result of this provision shall be considered to be "reinstated" as provided in Section 8 of this Rule.

The Personnel Director may certify the names of employees who have Qualified Injured Worker status under the Workers' Compensation laws and who are therefore eligible for vocational rehabilitation benefits to vacant positions in any class for which they are deemed qualified, as determined by the Personnel Director, regardless of the class they were in at the time of injury. Persons appointed to this section shall be required to serve a new probationary period.

The name of a person on an employment list shall be valid for one year unless the eligibility is extended by the Board of Supervisors.

#### 7. APPOINTMENT PROCEDURE

The appointing power shall interview and make a selection from among the certified eligible candidates and shall notify the person or persons of their appointment. The appointing power shall also notify the candidates not selected of his appointment to the position. The appointing power notifies the Personnel Director of his selection who then arranges a medical examination as required by Rule XII. The appointed candidate is only considered ready for duty after satisfactorily passing the medical examination. Those candidates not accepted, except through medical rejection, shall be returned to the appropriate employment list. The Personnel Director may remove the name of an eligible candidate from the appropriate list if the eligible candidate declines three offers of employment to the class for which the eligible list was established.

In an emergency situation, when it is necessary to prevent stoppage of public business, loss of life, or damage to persons or property, the County Administrative Officer may authorize an appointing power to employ such persons as may be needed for the duration of the emergency without regard to the personnel rule governing appointments and medical examinations. Such appointments shall be reported to the Personnel Director before the person is paid. Persons appointed pursuant to this section shall be deemed to serve under emergency appointments. Time served under such emergency appointments shall not be considered as part of a probationary period for the purposes of conferring permanent status, except as provided in Rule V.

If, upon certification, an eligible declines in writing or fails to report or communicate with an appointing power or the Personnel Department within five working days, in addition to the time required for transmission to him of the notice, the Personnel Director shall in his stead certify to the appointing power the name of the person standing next highest on the appropriate list.

#### 8. REINSTATEMENT

Any person previously employed by the County who had permanent status and left in good standing shall be eligible for reinstatement within a three year period from date of separation. Reinstatement may only be made to a position in the same class or in a lower level within the same or closely related classification series. The reinstated employee's fringe benefit accrual and seniority rights will be the same as those of a new employee; except that an employee who is reinstated and whose name is on a current layoff list may have seniority and other employment benefits reinstated, to the extent permitted by the type of appointment, as if there had been no break in service due to layoff.

Any current County employee who voluntarily demoted from a class in which permanent status had been achieved and left in good standing shall be eligible for reinstatement for a period of three years from the date of demotion. Reinstatement may only be made to a position in the same class or lower level within the same or closely related classification series.

The person requesting reinstatement must meet the minimum qualifications for the position prior to certification to the department. Names of persons requesting reinstatement will be provided to departments in addition to those six names normally submitted. If the reinstatement results in:

- A. appointment to the same department, the department head may, at his discretion, require completion of a new probationary period;
- B. appointment to another department, the employee shall be required to serve a new probationary period.

A grant employee who has separated from County service due to termination of the grant or layoff may request reinstatement pursuant to this section. Such reinstatement may only be made to a position in the same class or in a lower level within the same or closely related classification series within the same department. For purposes of this section, "the same department" shall include all budget units administered by the employee's original appointing power. An employee who is reinstated shall have seniority and other employment benefits reinstated, as determined by the Personnel Director.

#### 9. MEDICAL REINSTATEMENT

If it is determined by the Personnel Director, upon petition of the employee, that the employee who was medically reassigned or medically terminated, is no longer incapacitated for duty, the employee shall be reinstated to a vacant position in the class from which they were originally removed, in a comparable class, or in a lower related class in the department the employee was reassigned or terminated from.

If there is no vacant position available in the class from which the employee was originally removed, the name of the employee shall be placed upon the reemployment lists for that class as provided in Merit System Rule VII, Section H, I, and J, and said employee shall have the same status and rights as if they had been laid off from their position except that an employee returning under this provision is subject to medical examination to certify fitness to perform the required duties.

### RULE V PROBATIONARY PERIOD

#### 1. PURPOSE OF THE PROBATIONARY PERIOD

The probationary period is regarded as a part of the examination process thereby providing the appointing power an opportunity to observe and evaluate an employee's competence and his ability to perform the assigned duties satisfactorily.

## 2. LENGTH OF PROBATIONARY PERIOD

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

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

All Safety employees in the Sheriff's Department shall serve a one (1) year probationary period. Employees in the Correctional Officer class series shall serve a one (1) year probationary period. Employees appointed to positions in the Sheriff's Department communications dispatcher series shall serve a one (1) year probationary period. Employees hired in the Juvenile Corrections Officer class series after November 1, 2005, shall serve a one (1) year probationary period.

In addition to the above requirements an extension of the probationary period may only occur if the employee is given the 3 month and 6 month performance evaluations as described in subsection 5 (Probationary Performance Reports) of this Article.

## 3. UNSATISFACTORY PERFORMANCE DURING PROBATIONARY PERIOD

During the probationary period following initial employment, any probationary employee may be determined unsatisfactory at any time by the appointing power and separated from County service. Notification of unsatisfactory performance shall be served up to the probationer in writing and a copy filed with the Personnel Director. The employee shall have no right to appeal such separation.

## 4. REJECTION OF PROBATIONER FOLLOWING PROMOTION

Any employee who fails to satisfactorily complete the probationary period following a promotion shall be reinstated to his former position. If a separation is necessary as a result of the employee's return, the layoff procedure (Rule VII, Section 3) shall be followed.

## 5. PROBATIONARY PERFORMANCE REPORTS

It shall be the duty of each appointing authority during the probationary period of each employee in his organization to investigate thoroughly the probationer's

adjustment, performance and general acceptability to determine whether or not the probationer is fully qualified for permanent appointment. He shall make a report on the probationer's performance and conduct at the completion of three (3) months of the probationary period and at least ten (10) working days prior to the completion of the probationary period.

Such reports shall be upon forms prescribed by and submitted to the Personnel Director.

The final probationary report on each probationary employee shall include the appointing authority's recommendation to the Personnel Director either to retain or reject the probationer.

#### 6. EFFECT OF LEAVES OF ABSENCE ON PROBATIONARY PERIOD

The probationary period of a given employee may be extended by the time on leave of absence without pay during his probationary period.

### RULE VI IN-SERVICE PERSONNEL TRANSACTIONS

#### 1. GENERAL

The purpose of this rule is to provide an orderly method of controlling and effecting the movement of personnel in the classified service.

#### 2. PROMOTION

Insofar as practicable and consistent with the best interest of the County and the classified service as determined by the Personnel Director, vacancies in the classified service shall be filled by promotion from among those County employees who meet the requirements for the higher class.

#### 3. DEMOTION

An employee may be demoted to a vacant position in a lower class having similar duties, responsibilities, and requirements upon the employee's written request and the approval of the new appointing power. Such demotion shall be known as a voluntary demotion and shall be so noted on all official records.

An employee serving a probationary period may request a voluntary demotion and be demoted to a vacant position for which he qualifies. If the demotion results in:

- A. the employee remaining in the same department, his probationary period shall be a continuation of the probationary time spent at the higher level.
- B. an appointment to another department, the employee shall, upon request of the new appointing power, be required to serve a new, full probationary period.
- C. a return to a former class from which the employee had been promoted, the employee shall not be required to serve a new probationary period if the demotion occurs in the same department; if the demotion results in an appointment to another department, the employee shall, upon request of the new appointing power, be required to serve a new, full probationary period.

An employee with permanent status in a class may request a voluntary demotion and be demoted to a vacant position for which he qualifies. If the demotion results in:

A. the employee remaining in the same department, he shall not be required to serve a new probationary period in the next lower class.

B. an appointment to another department, the employee shall, upon request of the new appointing power, be required to serve a new, full probationary period.

#### 4. MEDICAL REASSIGNMENT

An employee whose ability to perform his essential job functions has been impaired either through senescence or through injury or illness may be medically reassigned to a vacant position in a classification for which he is qualified and able to perform the essential functions. Reassignment should be made to an equivalent position (pay and status), if no equivalent position is vacant the reassignment may be made to a vacant position in a lower classification. Medical reassignment shall be approved by the Personnel Director. If there is no vacant position available in the department, the employee can request reassignment by the Personnel Director to a vacant position in another department for which the employee is qualified (and can perform the essential functions). Persons medically reassigned to a vacant position in the same department shall not serve a probationary period. Persons medically reassigned to a vacant position in another department shall be required to serve a probationary period.

In the event no positions are available the Personnel Director may grant a medical leave of absence not to exceed one year. The medical leave of absence in this section is not in addition to the Medical Leave of Absence pursuant to Memoranda of Understanding between the County of Humboldt and individual employee organizations. The actual duration of the leave of absence shall depend on the nature and extent of the employee's disability. Any extensions of the medical leave of absence shall depend on the nature and extent of the employee's disability. Any extensions of the medical leave of absence within the specified one (1) year maximum shall require medical certification or verification of the employee's continued disability. Medical reassignment shall not be considered a disciplinary action, but employees demoted under this section shall be entitled to due process specified in Merit System Rule XI.

#### 5. TRANSFER

An appointing power may transfer any employee from one position to any other position in the same class in his organization. The Personnel Director may transfer an employee from one position to another position in the same class in a different department after notification to each party and with the consent of the receiving appointing power, and the employee. Any party aggrieved by a transaction occurring pursuant to this Section may be heard, as provided in Rule VIII.

## 6. ANNUAL PERFORMANCE REPORT

Each supervisor shall, upon completion of proper training, annually evaluate the performance of all employees he supervises **within 30 calendar days following** their anniversary dates on forms provided by the Personnel Director. Furthermore, each supervisor shall thereafter counsel the employees whom he has appraised regarding their job performance.

## RULE VII TERMINATION OF EMPLOYMENT

### 1. GENERAL

This rule is intended to provide an orderly method of separating employees from service with the County. Fair and objective consideration shall be given to the best interest of the affected employee as well as to the best interests of the County.

### 2. RESIGNATION

An employee wishing to leave the classified service in good standing shall file with his supervisor, at least two weeks before leaving the service, a written resignation stating the effective date and reasons for resigning. The resignation shall be forwarded to the Personnel Director with a written statement by the appointing power as to whether the employee is or is not recommended for rehire by that department.

Failure to comply with this rule shall be entered on the employee's service record and may be cause for denying future employment with the County. Any resignation without notice shall be reported in writing immediately to the Personnel Director by the appointing power.

### 3. LAYOFF

#### A. Reduction in Force

An employee may be laid off by the appointing power for the following reasons: a shortage of work; lack of funds; material change in duties or organization; or in the interests of economy, to reduce the staff of any County function or agency. The order of separations due to reduction in force shall be based upon class, type of appointment and seniority. The appropriate recognized employee organization will be notified as soon as it becomes certain that a layoff of employees represented by that organization will occur.

#### B. Area of Layoff

Whenever the layoff of one or more employees shall become necessary, such layoff shall be made by class, within the same department.

#### C. Seniority List

The Personnel Director shall establish seniority lists for those employees represented by the Humboldt Deputy Sheriff's Organization based upon employees' length of service in their present class. The Personnel Director

shall establish seniority lists for all other classes based upon employees' length of service with the County. Such lists shall be established on a departmental basis. For purposes of these procedures, "department" means those budget units administered by one appointing power.

(1) Total seniority credit shall be counted from the initial date of hire under any type of appointment, as long as there has been no break in service; otherwise, total seniority credits shall be counted from the first day of employment following the last break in service.

(2) One point of seniority credit shall be given for each qualifying month of service. For other than fulltime employees, 160 hours worked shall be equivalent to one month's service and seniority credit shall be given upon the completion of each 160 hours worked. A fulltime employee who has 15 or more calendar days of service in a calendar month shall be considered to have worked a complete month.

(3) Authorized leaves of absence without pay of less than one year shall not be considered breaks in service, but time spent on such leaves without pay shall not count toward seniority credits.

(4) Intermittent service under a temporary appointment shall not count toward seniority credits, except that seniority credit for those temporary employees who are working at the time of layoff shall be calculated from their last break in service.

(5) Seniority credit for regular, part-time service shall be computed on an hourly basis from the original date of appointment.

(6) Seniority credits for a particular class shall only include credit for service which is also included in the time period for total seniority credits.

(7) When two or more employees have the same total seniority score, the tie shall be broken and preference given in the following sequence: employee with the greatest seniority in the class in which layoff is being made and in related higher classes; employee with the greatest seniority in the County; employee with the greatest seniority in the department of layoff; employee whose name is drawn by lot by the Personnel Director.

#### D. Order of Separation in Reduction in Force

(1) Separation of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having the least seniority credit being the first separated, except as otherwise provided in this Section 3.

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

(3) The layoff of employees in grant funded positions shall be guided by pertinent regulations set forth in the grant contract. For employees in Unit 6 (HDSO) if a grant contract does not provide guidelines for layoff, then grant

funded employees who occupy previously allocated regular, fulltime positions shall be considered to have, for the purposes of this layoff procedure, the same appointment status as regularly funded employees as determined by their seniority in class. Any grant funded employee may be displaced by a qualified substitute, probationary or permanent employee in the same department who is scheduled for layoff and who has a larger number of seniority credits than the grant funded employee.

E. Notice to Affected Employees

After being advised by the appointing power of the number of positions involved, the Personnel Director shall send written notice to the last known address of each employee affected by a reduction in force by certified mail, return receipt requested, or by hand delivering such written notice, in person or through the management of the employee's department. For employees represented by AFSCME Local 1684 the Personnel Director shall have the option of either sending written notice to the last known address of each employee affected by a reduction in force by certified mail, return receipt requested; or by hand delivering such written notice, either in person or through the employee's department, with signed receipt requested. For employees represented by AFSCME Local 1684 such written notice shall be sent at least twenty-one (21) calendar days prior to the effective date of the action. For all other employees such notice shall be sent at least fourteen (14) calendar days prior to the effective date of the action. The notice shall be deemed to have been received one (1) working day after attempted delivery by the post office. For employees represented by AFSCME Local 1684 the mailed notice shall be deemed to have been received one working day after attempted delivery by the post office. The notice shall include the:

- (1) reason for layoff;
- (2) effective date of the action;
- (3) classes to which the employee may demote within the department;
- (4) seniority score of the employee;
- (5) location of the seniority list;
- (6) formula by which the seniority score is computed;
- (7) conditions regarding retention on and reinstatement from reemployment lists;
- (8) rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list;
- (9) any other relevant information regarding the reduction in force;
- (10) appeal rights of the employee; and
- (11) health insurance continuation information.

F. Demotion in Lieu of Layoff

An employee who is laid off may demote to a lower class in the same department which has similar duties, responsibilities and requirements, as designated by the Personnel Director, providing the total seniority credits exceed the total seniority credits of one employee in the lower class. For employees represented by AFSCME Local 1684 and HDSO (Unit 7), in the event that a regular part-time employee elects to demote to a lower class in which only fulltime employees are less senior, the regular part-time employee must accept fulltime employment in order to demote. To be considered for demotion in lieu of layoff, an employee must notify the Personnel Director in writing of his selection not later than seven (7) calendar days after receiving the notice of layoff.

G. Layoff (Reemployment) Lists—General

(1)The Personnel Director shall establish a layoff list for each class in which a reduction in force occurs. Such lists shall contain the names of permanent employees who were laid off or demoted in lieu of layoff from that class. For those employees represented by the Humboldt Deputy Sheriff's Organization, names shall be placed on a layoff list in order of seniority in present class, with the highest seniority being first on the list. For all other employees, names shall be placed on a layoff list in order of total seniority, with the highest seniority being first on the list.

(2)The names on a layoff list shall be valid for three years. An employee not rehired by the end of three years shall be eligible for reinstatement through Rule IV, Section 8.

H. Department Layoff List

A layoff list shall be established for the department in which layoff occurs. Appointments shall be made from the highest available eligible employee on the department layoff list who has expressed a willingness to accept reemployment. This list shall take precedence over the County layoff list. An employee whose name appears on a department layoff list will be allowed an unlimited number of waivers to offers of employment. His name shall be removed from the layoff list and his employment rights terminated, however, if he fails to reply to an offer of reemployment within ten calendar days after receipt of the offer or, after accepting a job offer, fails to report to work.

For employees represented by AFSCME Local 1684 the following shall apply. A layoff list shall be established for the department in which layoff occurs. Appointments shall be made from the highest eligible employee on the department layoff list. This list shall take precedence over the County layoff list. An employee whose name appears on a department layoff list will be allowed two waivers to offers of employment in a regular fulltime position. His/her name shall be removed from the department layoff list and his/her employment rights from the list terminated if he/she fails to accept the third offer of reemployment in a regular full-time position within ten calendar days after receipt of the offer, or after accepting a job offer, fails to report to work.

I. County Layoff List

A layoff list shall be established on a Countywide basis. In the absence of a department layoff list, the County layoff list shall be used to fill vacancies in all County departments operating under these procedures. A rule of six names shall be used in such cases. When there are fewer than six names, additional eligibles may be certified from the various lists next in order of preference until six names are certified. Individual names shall be removed from the County layoff list if the individual rejects or fails to reply to an offer for reemployment in the class within ten(10)calendar days after receipt of the offer or, after accepting a job offer, fails to report for work. An appointment from a County layoff list shall not remove a name from the department layoff list.

J. Layoff From Probationary Appointment

(1)If an employee is laid off who is on a probationary appointment from initial County employment, his name will be placed back on the eligible list from which he was appointed if the same list has not expired.

(2)If an employee with permanent status is promoted and a layoff occurs during the probationary period, the employee shall be entitled to return to his former position. If a separation is necessary as a result of the employee's return, the layoff procedure shall be followed.

K. Personnel reinstated from a layoff list shall be exempt from minimum medical and age requirements.

M. Employee Appeal Rights

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

(2)For employees not represented by AFSCME Local 1684, in the event of a layoff under this procedure, a Layoff Appeals Committee, consisting of an equal number of representatives of County management and the appropriate employee organization, shall be formed to review and act upon appeals based upon such layoff.

(3)All appeals pertaining to the layoff procedure shall be filed in writing with the Personnel Director:

(a)In the case of appeals filed by employees represented by AFSCME Local 1684, such appeals shall be filed within ten (10) calendar days of the date of delivery or attempted delivery of the notice of layoff to the employee. The Personnel Director shall have the discretion to partially or totally adjust the appeal in the employee's favor in lieu of initiating the Appeals Panel process in Merit System Rule XI; otherwise the Personnel

Director shall submit the appeal to the Merit System Appeals Panel as specified in Rule XI.

(b) In the case of appeals filed by employees not represented by AFSCME Local 1684, such appeals shall be filed within five (5) working days of the date that notice of layoff was received by the employee. The Personnel Director shall file the appeal with the Layoff Appeals Committee within five (5) working days of the date he receives the appeal.

The decision of the Layoff Appeals Committee shall be returned to the employee in writing within ten (10) calendar days of the date the appeal is received by the Layoff Appeals Committee. The decision of the Layoff Appeals Committee shall be final. If the Layoff Appeals Committee fails to come to a decision within ten (10) calendar days of the date the appeal is received, it shall submit a written request to the Personnel Director, on behalf of the employee, for a hearing before the Merit System Appeals Panel pursuant to Rule XI. The time periods specified in this paragraph may be extended by an agreement of the parties to the appeal.

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

- (a) the name of the employee;
- (b) the employee's class title;
- (c) the employee's department, division, and section;
- (d) the employee's mailing address;
- (e) a statement explaining the nature of the appeal;
- (f) a proposed solution to the matter;
- (g) the date of the execution of the appeal document; and
- (h) the signature of the employee.

#### 4. MEDICAL TERMINATION

Medical termination by the Personnel Director shall be considered when an employee whose ability to perform his essential job functions has been impaired either through senescence or through injury or illness, has exhausted their accumulated benefit time, and is unable to return to their former position within one (1) year and if reassignment to another position is not practicable. An employee terminated under this provision is eligible to return to County employment under Rule IV, Section 9, MEDICAL REINSTATEMENT. Medical termination shall not be considered a disciplinary action, but employees terminated under this section shall be entitled to due process specified in Merit System Rule XI.

#### 5. NOTICE OF SEPARATION

Appointing powers shall notify the Personnel Director of all separation actions before or within two (2) days after the termination has occurred unless specifically stated otherwise in this rule. Such notice shall be on forms

prescribed and furnished by the Personnel Director, and shall indicate the time and reasons for separation and whether or not the employee's services have been satisfactory.

RULE VIII  
GRIEVANCE PROCEDURE

1. INTENT

The intent of this rule is to provide an employee the means to settle a grievance prior to filing an appeal for a hearing. The initiation in good faith of a grievance by an employee shall not be interpreted as reflecting unfavorably upon his relationship with his supervisors, nor upon his loyalty as a County employee, nor shall it be interpreted as reflecting unfavorably upon those involved.

2. DEFINITIONS

A. A "grievant" shall mean an employee or group of employees or the recognized employee organization filing a grievance.

B. A "grievance" shall mean a statement by a grievant that a controversy, dispute, or disagreement of any kind or character exists arising out of or in any way involving interpretation or application of the terms of this agreement or of an existing (County and/or department) rule, policy, MOU, or practice, or that an employee has been treated unfairly or inequitably, or that there exists a condition which jeopardizes employee health and safety, which is beyond the control of the grievant.

C. A "recognized employee organization" for purposes of this rule shall mean that organization which represents the grievant consistent with Section III, Subsection A 9 of the Employer-Employee Relations Policy.

Any employee affected by a disciplinary action may utilize this procedure in addition to exercising the appeals procedure, as set forth in Rule XI. Provisions of this rule are not intended to affect the time for commencing appeals under Rule XI.

3. PROCEDURES AND STEPS

A. Step 1

Within not more than ninety calendar days following the day when the grievant knew, or the day when it is reasonable to conclude that the grievant was aware or should have been aware, of the act or condition which is the basis of the complaint, the grievant may initiate a grievance by discussing the complaint in an informal conference with the supervisor with immediate administrative responsibilities for the position to which the grievant is assigned. No additional management or supervisory employee or employee organization representative may participate in this step. Failure to attempt to resolve the grievance at this step shall constitute grounds for dismissing the grievance.

B. Step 2

If the matter is not resolved to the grievant's satisfaction at the informal conference (or within five days), the grievant may, within ten working days from the date of the informal conference, present his/her grievance in writing to the supervisor with immediate administrative responsibility for the position to which the grievant is assigned, on a form provided by the Personnel Department. Said supervisor shall have five working days to give to the grievant a written decision after receipt of the written grievance.

C. Step 3

If the grievant is not satisfied with the decision of the immediate supervisor, he may, within ten working days of receiving the written decision of the immediate supervisor, appeal the grievance in writing to his division administrator or next level of supervision. Said division administrator or next level supervisor shall have five working days to meet with all parties to the grievance and to give a written decision after receipt of the written grievance.

D. Step 4

If the grievant is not satisfied with the decision of the division administrator or next level supervisor, he/she may, within ten working days of receiving the written decision of the division administrator or next level supervisor, appeal the grievance in writing to his/her department head. The affected department head shall have five working days to give a written decision after receipt of the written grievance. The department head will meet with all parties to the grievance.

E. Prior to Step 5 and upon mutual agreement of the parties, a grievance shall be submitted to grievance mediation through the California State Mediation and Conciliation Services.

F. Step 5

If the grievance is not settled in Steps 1-4 above, the grievant and/or the employer may, within five days of receiving the written decision of the department head, move the matter to appeal to the Merit System Appeals Panel as set forth in Rule XI. Neither party to this agreement shall refuse to proceed to the appeal procedure upon the grounds that the matter in question is not appealable. If the question of appealability is raised by either party, such question shall be determined in the first instance by the Appeals Panel. The Panel's award is final and binding upon the parties.

4. EMPLOYEE ORGANIZATION REPRESENTATION

A. All employees shall have the right of employee organization representation at each step of the grievance procedure except Step 1 and shall not be required to be present at any step other than Step 1.

B. Any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the employee organization as long as the

adjustment is not inconsistent with the terms of any agreement, and the employee organization has been given the opportunity to be present and make statements at such adjustment. Copies of employer decisions given at any step of the grievance procedure in any grievance whatsoever shall be promptly delivered to the employee organization.

5. NO REPRISALS

No reprisals whatsoever shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

6. RELEASE TIME

Paid release time shall be provided when requested for all participants in the investigating and processing of grievances, including the grievant, employee organization representatives, and witnesses.

7. TIME FRAMES

Failure by grievant to comply with any of the time limit requirements specified in Steps 1-5 herein shall bar the grievant from proceeding to the next step, and the grievance shall be dismissed. Failure by employer representatives to comply with any of the time limit requirements specified in Steps 2-4 shall allow the grievant to proceed to the next step in the process.

8. EXTENSION OF TIME LIMITS

Any of the time limits related to grievant or employer representative actions or responses specified herein may be extended by mutual consent of the parties.

RULE IX  
RIGHTS DISPUTE RESOLUTION

1. PURPOSES

The purposes of this rule are:

- A. to provide measures to protect the rights of the County, the rights of recognized employee organizations, and the rights of the individual County employee in the matters of employer-employee relations; and
- B. to resolve disputes, contests and controversies between and among parties; and
- C. to avoid costly and time consuming court actions by providing the remedies herein specified.

2. DEFINITION: COUNTY, RECOGNIZED EMPLOYEE ORGANIZATION, INDIVIDUAL COUNTY EMPLOYEE

As used in this rule:

- A. "County" means the Board of Supervisors, its agents, committees, commissions, and designated management and confidential employees and officers.

B. "Recognized employee organization" means an employee organization which has been formally acknowledged and recognized by the Board of Supervisors as the organization that represents employees of the County.

C. "Individual employee" means any County employee who has chosen, under Section 3502 of the Government Code, to represent himself/herself individually in his/her employment relations with the County.

### 3. DEFINITION: RIGHTS DISPUTE

As used in this rule, a "rights dispute" means a controversy over any charge of an alleged violation or contested matter relating to the rights of the parties. Allegations or contested matters subject to this rule shall include, but not be limited to:

A. Unfair labor practices.

B. Refusal to, or failure to, meet and confer in good faith.

C. Specifically, matters contested by the parties relating to interpretation of "scope of representation" (wages, hours, and other terms and conditions of employment).

D. Misinterpretation or misapplication of the County's rights as set forth in the Meyers-Milias-Brown Act, policies, rules, regulations, ordinances, procedures, and memoranda of understanding.

E. Misinterpretation or misapplication of the employee organization's rights as set forth in the Meyers-Milias-Brown Act, policies, rules, regulations, ordinances, procedures, and memoranda of understanding.

F. Misinterpretation or misapplication of the individual County employee's rights as set forth in the Meyers-Milias-Brown Act, policies, rules, regulations, ordinances, procedures, and memoranda of understanding.

Disputes to be resolved through this rule are reserved specifically to those set forth above and do not include grievances, disciplinary matters or application of layoff procedures; and this rule shall not supersede, nor influence, nor be influenced by, the provisions for resolving such disputes.

### 4. PROCEDURES: INFORMAL RESOLUTION

The parties shall first attempt to resolve a rights dispute informally. The party charging the alleged violation or contesting a matter shall notify the other party in writing. Such written notice shall provide information of the charge and shall, in addition, include, but not be limited to:

A. a description of the alleged violation or contested matter;

B. the date(s) of the occurrence;

C. the names of the persons directly involved; and

D. the names of witnesses, if any.

Within five (5) working days after notification, an informal meeting shall be held for the purpose of resolving the dispute. The charging party shall be the moving party relative to calling the meeting.

If resolved at the informal stage, the parties shall jointly prepare and sign a memorandum setting forth the terms and conditions of the settlement.

Failure to comply with the provisions of the informal resolution stage shall constitute grounds for dismissing the dispute.

## 5. FORMAL RESOLUTION

The failure to sign a memorandum setting forth the terms and conditions of the settlement moves the dispute to the appeals procedure as provided in Rule XI. The original charging party shall be the moving party (appellant) to prepare the notice of appeal.

## RULE X DISCIPLINARY ACTIONS

### 1. BASIS FOR DISMISSAL, SUSPENSION, AND REDUCTION IN RANK OR COMPENSATION

The tenure of every employee holding a probationary or permanent appointment in the classified service shall be during good behavior and fit and efficient service. Any employee may be discharged, suspended or reduced in rank or compensation for good cause including, but not limited to, the following:

- A. Discourteous treatment of the public or fellow employees while on duty.
- B. Incompetence or inefficiency.
- C. Insubordination or willful disobedience.
- D. Inexcusable neglect of duty.
- E. Fraud in securing appointment.
- F. Mental or physical incapacity.
- G. Abuse, damage to or waste of public equipment, property or supplies due to gross negligence or willful acts.
- H. Drunkenness on duty.
- I. Unauthorized absence from duty.
- J. Falsification of any records.
- K. Conviction of a crime, the nature of which has a direct bearing on continued employment.
- L. Any other failure of good behavior which has been demonstrated to have impaired the effectiveness of the employee in rendering services to the County.

### 2. PROCEDURE

All disciplinary actions are to be preceded by an explicit verbal and/or written warning depending on the severity of the offense unless the circumstances

clearly preclude such warning. The employee is to be informed as to the reason for the warning and the necessary corrective action.

The County and the Union recognize the right of an employee to have a representative of that employee's choice present during an investigatory interview called by a supervisor, when the employee reasonably believes that disciplinary action might result. The obligation is on the employee to request the presence of a representative at the investigatory interview. The County does not have an obligation to inform the employee of this right.

Written warning shall indicate that further action will be taken if the causes are not corrected.

Any offense warranting dismissal, suspension without pay, demotion, or reduction in compensation is to be cleared through the Personnel Department prior to any final action taken to insure conformity with rules and procedures. Any proposed disciplinary action which may result in dismissal, suspension without pay, demotion, or reduction in compensation shall be set forth in writing to the employee at least five (5) working days before the proposed effective date of the action stating:

- A. a description of the proposed action and its effective date or dates;
- B. a clear and concise statement of the acts or omissions upon which the proposed action is based;
- C. a statement that a copy of the materials upon which the action is based are attached or available for inspection upon request; and
- D. a statement advising the employee of the right to respond, either verbally or in writing, to the appointing power proposing the action before the effective date.

Disciplinary action resulting in dismissal, suspension without pay, demotion, or reduction in compensation shall be set forth in writing to the employee within five (5) working days after such action stating:

- A. a description of the action taken and its effective date or dates;
- B. a clear and concise statement of the acts or omissions upon which the action was based;
- C. a statement advising the employee of the right to appeal and the time within which the employee must file the appeal per Rule XI.

A copy of the foregoing written notification shall be sent to the Personnel Department at the same time as to the employee. This procedure does not apply to voluntary reductions in rank or compensation.

### 3. DEMOTION

The appointing power may demote an employee to a vacant position in a lower classification or reclassify an employee's position downward if such employee's performance does not meet required standards. The Personnel Director shall determine the appropriate classification. Such action may only occur within the

demoting department. The appointing power shall follow the procedures outlined in Section 2 of this Rule to effect the demotion.

RULE XI  
APPEALS PROCEDURE

1. PURPOSE

It is the purpose of this rule to provide a fair and orderly process by which appeals as specified in Rule VII, Section 3 ("LAYOFF") , Rule VIII ("GRIEVANCES"), Rule IX ("RIGHTS DISPUTES"), and Rule X ("DISCIPLINARY ACTIONS") are to be administered.

All remedies for resolving grievances, disputes and contested matters prior to appeal shall be exhausted before appealing under this rule. Failure to exhaust such remedies shall constitute grounds for waiving the rights to appeal.

The Merit System Appeals Panel as constituted under this rule shall serve as the body charged with, and responsible for, hearing such appeals as are provided under these rules.

2. COMPOSITION OF MERIT SYSTEM APPEALS PANEL

The Merit System Appeals Panel shall be created to hear and decide on appeals involving: layoff as defined under Rule VII, grievances as defined under Rule VIII, rights disputes as defined under Rule IX, and disciplinary actions as described under Rule X of these rules.

The Merit System Appeals Panel shall not serve to resolve impasse conditions resulting from interest disputes as described and defined in the Humboldt County Employer-Employee Relations Policy.

The Panel shall consist of three (3) members and shall be created in the following manner: one (1) member selected by the employer (Board of Supervisors); one (1) member selected by the employee or his/her employee organization; and the third member, who shall serve as chairperson, selected by the other two members. In the event agreement cannot be reached on the selection of the third member (chairperson), the other two members shall , within five (5) working days, formally and jointly request a list of five (5) neutrals from the State Conciliation Service.

Within five (5) working days after receiving the list of neutrals, the parties shall select a name from the list and shall notify the State Conciliation Service of the name of the selected chairperson. If the parties are unable to agree on a name, the chairperson shall be selected by alternately striking a name from the list with the first option to strike determined by lot.

Any costs of the service of the chairperson shall be shared equally by the parties.

3. NOTICE OF APPEAL AND INITIAL MEETING

Notice of appeal to the Merit System Appeals Panel shall be made in writing to the Personnel Director by the appellant or his/her authorized designated representative. Such written notice shall be limited to the following:

A. Layoff Appeals

Submitted by the Layoff Appeals Committee on behalf of the employee when it fails to come to a decision within ten (10) calendar days of the date the appeal is received (Rule VII, Section 3 M). For employees represented by AFSCME Local 1684 the following shall apply: Submitted by the employee to the Personnel Director within ten (10) calendar days of the date of delivery or attempted delivery of the notice of layoff(Rule VII, Section 3 M).

B. Grievance Appeals

Submitted by the grievant within five (5) working days after receiving the answer from the department head (Rule VIII, Section 3 E).

C. Rights Dispute Appeals

Submitted by the appellant within five (5) working days after the failure to sign a memorandum of settlement (Rule IX, Section 5).

D. Disciplinary Appeals

Submitted by the employee within five (5) working days after receiving the written order from the appointing authority (Rule X, Section 2).

Failure to comply with the above notice requirements shall constitute grounds for waiving the rights to appeal.

Upon receipt of a written notice of appeal, the Personnel Director shall check it as to form.

The written notice shall include the section of the rules under which the appeal is made and shall have as attachments any and all information developed during the pre-appeal stages.

After checking the notice as to form, and within five (5) working days of receipt of the notice, the Personnel Director shall notify the Board of Supervisors, the employee, or employee organization for the purpose of receiving from the parties the two (2) names selected to serve on the Appeals Panel. The two (2) persons so selected shall meet within five (5) working days after their selection for the purpose of selecting the chairperson as provided under Section 2.

4. POWERS AND DUTIES OF THE PANEL

Unless extended by mutual agreement of the parties, or by direction of the chairperson, the Merit System Appeals Panel shall commence its hearing at the earliest opportunity after the selection of the chairperson.

When an appeal has been received, the Panel shall, through the direction of its chairperson, be fully authorized and empowered to grant or refuse extensions of time, to set such proceeding for hearing, and to perform any and all other acts in connection with such proceedings that may be authorized by law or these rules.

The Panel may compel by subpoena witnesses to appear at the hearings as provided in Section 25170 of the Government Code.

The matters which the Panel shall consider, weigh and be guided by shall include, but not be limited to, the following:

- A. The State and Federal laws applicable to the parties.
- B. The stipulations of the parties.
- C. The interests and welfare of the public.
- D. Such other facts and information normally or traditionally taken into consideration in making findings and decisions.

5. EVIDENCE SUBMITTED IN HEARING

Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination; to impeach any witnesses; and to rebut evidence. If the appellant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. The hearing need not be conducted according to technical rules of evidence. Any relevant evidence may be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Irrelevant and unduly repetitious evidence may be excluded.

6. RIGHT OF REPRESENTATION

Either party may be represented by counsel or other representation at the hearing.

7. REPORTING AND RECORDS

All appeals proceedings shall be recorded. Recordings and records of appeal proceedings shall be maintained by the Personnel Director for a period of two (2) years after the final decision is rendered by the panel. Either party may request a stenographic reporter to record the proceedings. The cost of the stenographic reporter shall be at the expense of the requesting party. Requests to arrange for a stenographic reporter shall be given by written notice to the Personnel Director five (5) days prior to the hearing and shall be accompanied by a sufficient fee to pay the costs of the stenographic reporter. In the event a transcript is requested by either party to a proceeding, the original and one (1) copy thereof shall be filed with the Personnel Director within thirty (30) days following the date of the final decision of the Panel.

8. HEARINGS

All hearings shall be closed to the public, except upon request of the aggrieved party for an open hearing.

At the request of either party, and in the sound discretion of the Panel, witnesses who have not testified may be excluded from the hearing room until such time as they are called to testify.

## 9. FINDINGS, DECISIONS AND ORDERS

Following the hearing the Panel shall consider the evidence presented and shall make written findings of fact regarding the appeal. The Panel shall further prepare a written decision stating the appropriate action to be taken. Copies of the decision shall be sent to the Personnel Director, who shall distribute them to all essential parties in the appeal.

The decisions of the Panel shall be final and binding on all parties, except for parties also covered under Local Agency Personnel System regulations, and shall be a matter of public record.

This final and binding administrative appeals procedure must be utilized in its entirety prior to filing any other actions.

Any court action brought by either party must be brought within ninety (90) days of the final decision of the Panel in the matter.

## 10. HEARING OFFICER OPTION

Upon mutual agreement of the appeal panel member selected by the employer and the appeal panel member selected by the employee or employee organization, the Chairperson of the Merit System Appeals Panel may sit as a hearing officer to make a decision on the issue(s) at hand. The hearing officer shall conduct the hearing and make a decision on the issue(s) in accordance with the procedures set forth in this Rule. The decision of the hearing officer shall be made in lieu of the decision of the Appeals Panel referenced in Section 9 of this Rule.

## RULE XII MEDICAL EXAMINATION

### 1. PURPOSE

The purpose of conducting medical examinations is to maintain a health program calculated to improve the efficiency, morale and safety of County employees.

### 2. MEDICAL EXAMINATIONS

A. With the exception of elected and appointed officials, physicians, and attorneys, the medical history of all employees shall be evaluated by a licensed health professional approved by the Personnel Director prior to their initial appointment. Such evaluation shall include a physical examination if it has been determined by the Personnel Director that the nature of the duties to be performed warrants such examination.

B. Statements submitted by approved licensed health professionals shall certify that:

(1) the candidate has the health and physical qualifications for the position;  
and

(2) any physical incapacities the candidate may have are not such that his job performance will be below the accepted level for the position or constitute a danger to himself or others.

C. The detailed medical history and record of physical examination shall be confidential and kept in an office designated by the Personnel Director.

D. Persons presently employed who are to be appointed to a classification which has more demanding physical requirements than the position presently held may be required to undergo a physical examination prior to appointment, as determined by the Personnel Director. If a temporary employee is reemployed, the necessity for a physical examination shall be determined by the Personnel Director. Emergency appointments shall not require medical history evaluations or physical examinations.

E. If reasonable cause exists the Personnel Director may require an employee to submit to a medical examination by a medical professional designated by the County to evaluate the capacity of the employee to perform the work of the position. The County shall pay for such medical examination(s) specifically required by the Personnel Director.

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

G. In any examination when an employee is found to have a condition that may reasonably be expected to be a direct threat to his fellow employees or the public, it will be the responsibility of the appointing authority and the Personnel Director to take such action as necessary to assure the safety of the employee, other employees, and the public.

### 3. RETURN-TO-WORK EXAMINATIONS

Employees who have been on leaves of absence for medical reasons shall be required by the Personnel Director to submit a statement from their attending physician indicating the ability of the employee to resume normal duties and shall include any specific limitations the employee may have in performing the duties. If the statement modifies the working ability, it shall indicate a time when the employee may resume his full duties.

## RULE XIII REPORTS AND RECORDS

### 1. MASTER EMPLOYMENT RECORDS

The Personnel Director shall maintain, or cause to be maintained, a record for each employee in the service of the County, showing the name, title or position held, the department to which assigned, salary received, changes in employment status and such other information as may be considered pertinent, and this information shall be available to the individual employee.

## 2. CHANGE OF STATUS REPORTS

Every appointment, transfer, promotion, demotion, change of salary rate and any other temporary or permanent change in status of an employee shall be reported to and approved by the Personnel Director in such a manner as he shall prescribe.

APPENDIX F  
COUNTY OF HUMBOLDT  
HEALTH CARE PROVIDER CERTIFICATION

EMPLOYEE NAME: \_\_\_\_\_

1. The above named patient is not able to work from \_\_\_\_\_  
until \_\_\_\_\_.

2. Return to regular work on \_\_\_\_\_

3. Return to work on \_\_\_\_\_ until  
\_\_\_\_\_ with the following restrictions:

May work 4 6 8 hours per shift.

May not:

lift/push/pull/carry more than 10 20 30 50 pounds frequently or repetitively.

lift/push/pull/carry more than 10 20 30 50 pounds at any time.

prolonged bending or stooping

prolonged walking or standing

prolonged or repetitive climbing, kneeling, or squatting

climb ladders or work at heights

operate vehicles or moving equipment

sit more than \_\_\_\_\_ hours/minutes

other \_\_\_\_\_

4. Continues to be unable to work from \_\_\_\_\_  
until \_\_\_\_\_.

INDUSTRIAL INJURY       YES                       NO

HEALTH CARE PROVIDER:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
SPECIALTY

\_\_\_\_\_  
DATE