



**HUMAN RESOURCES
COUNTY OF HUMBOLDT**

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SIDE LETTER OF AGREEMENT

Humboldt Deputy Sheriff Organization (HDSO) Unit 6 Overtime Amendments

The purpose of this side letter is to amend the overtime provisions in the Memorandum of Understanding (MOU) between the County of Humboldt and HDSO to provide for paid overtime when 207(k) eligible classifications exceed 80 hours in a fourteen day work period. This side letter also amends the Probation Department work schedule provisions.

This letter represents the Parties' agreement to amend Section 18, 38, and add section 39 of the MOU between the County of Humboldt and the HDSO. All other terms and conditions of the existing MOU will remain in full force and effect during the term of the agreement. Underlined sections are additions and strikethrough sections indicate deletions.

18. Overtime, On-Call and Call Back

A. Overtime

1. Applicability of Overtime Provisions ~~Policy~~

The following overtime provisions ~~they will~~ apply to all non-exempt classifications ~~employees~~ covered by this M.O.U. ~~except for the classifications of Welfare Investigator I and II, and Supervising Welfare Investigator that shall be subject to Salary Resolution Section 9 A - Overtime.~~

2. Contract Overtime Computation

Employees in the non-exempt classifications, that are FLSA 207(k) eligible shall be paid overtime for the time worked in excess of eighty hours (80) hours within the governing fourteen-day work period, ~~the employee's regular work week~~ or for hours worked on a regularly scheduled day off.

Employees in the non-exempt classifications, that are not FLSA 207(k) eligible (i.e. Dispatcher Classifications and Deputy Coroner-Public Administrator), shall be paid overtime for time worked in excess of forty hours (40) hours within the work week spanning Sunday through Saturday.

Overtime for five minutes or less in excess of the employee's regular workday shall not be considered as time worked for overtime calculation purposes. Overtime of more than five minutes in excess of a regular workday shall be considered time worked for overtime purposes and computed on the basis of actual time worked.

When employees covered by this M.O.U. have taken compensatory time off or time off for holidays, or any other hours in a paid status, such time off shall count as time worked.

3. Prior Approval of Contract Overtime

No overtime may be earned without prior approval of the department head or designee.

4. Accumulation of Payment of Contract Overtime

Employees with accrued compensatory time-off in excess of eighty (80) hours at the end of any given pay period, may receive a cash payment in the following pay period for all overtime hours in excess of eighty (80), or the employee may elect to continue accumulating compensatory time-off in lieu of cash overtime, up to a maximum of one hundred sixty (160) hours. All accumulated compensatory time-off hours above one hundred sixty (160) will be paid on the following biweekly paycheck at the employee's regular rate of pay. In the first pay period in November of each calendar year all compensatory time hours in excess of eighty (80) hours will be paid out to the employee. Upon separation from County service, employees will be compensated at their current regular rate of pay at time of termination 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-off.

5. Use of Accumulated Time

- a. Employees covered by this M.O.U. may take time off for accumulated compensatory time-off at their own discretion, subject to approval by the department head or designee. Employees in the Sheriff's Department are also subject to the following:

For employees in the Sheriff's Department who request time off for vacation, compensatory time or holiday time the following shall apply:

- i. As of the date of said request, if the employee accumulated vacation time is above 70% of the maximum vacation accumulation, the employee may, at their discretion, choose whether they desire vacation, compensatory time or holiday time off.
 - ii. As of the date of said request, if the employee is at 70% or below the maximum vacation accumulation, the Sheriff may, require the employee to utilize accumulated compensatory time off.
- b. All employee requests for compensatory time off shall be granted unless granting such request would result in a personnel shortage. Requests for compensatory time off for employees in the Sheriff's Department shall be granted in accordance with Section, 18.A.5.a.i. Personnel needs/shortages is a decision entirely within the discretion of the Sheriff or designee.

6. Payment of Contract Overtime

Contract overtime outlined in this section will be accumulated and/or paid at time and one-half the employee's regular rate of pay and will be paid as follows: (The time and one-half rate is not cumulative when listed situations are concurrent)

a. Time Worked on a Regular Work Day Off (1 1/2)

Time worked on a regular day off for those employees who normally work a thirty-seven and one-half (37-1/2) or forty (40 hour week).

b. Time Worked on a Holiday (1 1/2)

Time worked on a holiday shall be paid on the ~~next~~ bi-weekly pay check paycheck during which it's earned, not accumulated as compensatory time. This is not intended to have any effect on holiday unit accumulation or accrual.

c. Time Worked Over Eighty-Four (80) Hours in the designated fourteen day period for an employee in a FLSA 207(K) eligible classification. (1 1/2) Per Week (1 1/2) Time Worked in excess of Forty (40) hours per week.

d. It is not the intent of the parties to change the existing practice of overtime payment by modification made on July 1, 2011

- e. Time Worked Over Forty Hours (40) in the workweek spanning Sunday through Saturday for employees in a classification not covered by 207k (i.e. Dispatch Classifications and Deputy Coroner-Public Administrator).

7. Contract Overtime for Staff Meetings

Attendance at staff meetings that cannot be scheduled during regular working hours shall be considered overtime. Also, attendance at training sessions that cannot be scheduled during regular working hours shall be considered overtime when mandated by the department head 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 department head or designee.

When an employee participates in training at the employee's 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.

8. Cash Compensation for Contract 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.

9. Cash Compensation for Contract Overtime – Search and Rescue

In accordance with current Government Code Section 26614.5 (Sharing Search and Rescue Expenses) authorization for cash compensation for overtime worked shall be given by the department head for all employees assigned to duties specifically related to the search and rescue. Employees shall only receive the cash compensation if Humboldt County receives payment from the county (or city and county) of residence of the person(s) searched for or rescued.

10. Statutory Overtime – Work Period

Notwithstanding the contract overtime provisions set forth above, the County has adopted the partial overtime exemption for law enforcement personnel under FLSA section 207(k). non-exempt classifications in the

bargaining unit are subject to this 207(k) declaration, unless otherwise excluded by law.

For the purpose of determining overtime under the FLSA, the County has declared a 28-day work period for those bargaining unit classifications covered by 207k. listed above. By this declaration, the covered classifications are eligible for the payment of FLSA overtime for all hours actually worked in excess of 171 in the 28-day work period. The 28-day work period for the covered bargaining unit personnel shall begin at 12:01am Sunday and end at 11:59pm 28 consecutive days thereafter.

FLSA overtime ~~Statutory overtime~~ required by this subsection shall be calculated in accordance with the FLSA statutory and regulatory regular rate requirements.

11. Overtime for Dispute Resolution Procedures

The County and the HDSO acknowledge and agree that sections 2-9 above establish the full extent of the County's contractual obligations to pay overtime for services rendered within the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime under section 10 above are asserted by or on behalf of any current or former member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The parties further acknowledge and agree that any and all claims for statutory overtime under sections 2-9 above are expressly excluded from the applicable grievance procedure outlined in Humboldt County Merit System Rule VII.

12. On-Call

a. On-Call Assignment Provisions ~~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 the employee's department head to remain available for immediate call." On-call duty requires the employee so assigned:

- i. to be ready to return immediately to calls for service;
- ii. to be reached by telephone or radio;

- iii. to remain within a specified distance from the employee's normal work station; and
- iv. to refrain from activities which might impair the employee's ability to perform assigned duties.

b. On-Call Compensation

Any employee required by the department head to remain available for immediate call shall receive fifteen (15) minutes of compensatory time off for each hour on call.

~~Probation Officer classifications Department and the Deputy-Coroner-Public Administrator classification employees~~ shall be compensated either in cash or compensatory time off, at the discretion of the Chief Probation Officer or Sheriff-Coroner and with the approval of the individual employee based on fifteen (15) minutes of compensation for each hour on-call.

13. Call Back

a. Call-Back Minimum Compensation ~~Provisions Policy~~

Employees required to work in excess of a regular working day or shift 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.

i. Call-Back for Court

An employee required to appear as a court witness on a day off shall be compensated with at least three (3) hours overtime or for hours worked as specified in Subsection A 5 hereinabove, whichever is greater. Effective November 6, 2005 employees who have required court appearance cancelled with less than twenty-four hours' notice shall receive two (2) hours overtime compensation.

~~ii. Welfare Investigators~~

~~Notwithstanding the above, employees in the classifications of Welfare Investigator I and II, and Supervising Welfare Investigator shall be subject to Salary Resolution Section 9 C (1) for purposes of Call-Back Minimum Compensation Policy.~~

b. Call-Back Provision Exception

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.

14. Civil Subpoena Reimbursement

An employee in this Unit (~~except Investigator, District Attorney, Welfare Investigator I and II, and Supervising Welfare Investigator, who are not eligible~~) who is required by subpoena to be a witness in a civil action or proceeding pursuant to California Government Code Section 68097.1 on a normal off-duty time shall be entitled to cash compensation at the rate of time and one-half of the employee's current salary rate. This Article shall remain in effect only so long as the costs of salary and expenses paid to such employee pursuant to California Government Code Section 68097.2 continue to be reimbursed to the County by the party at whose request such subpoena is issued, and there shall be no net cost to the County.

38. Work Schedules – Sheriff's Department

- A. Employees represented by the H.D.S.O. in the Sheriff's Department shall continue to be assigned by the Sheriff to various platoons, sections, bureaus, or divisions that have differing work hours, work shifts/schedules, days off, vacations, and duties.
- B. The primary schedule for Sheriff's Department employees shall be the 4 – 10 schedule with three consecutive days off. Deputies assigned to court services shall be exempt from the 4 – 10 schedule due to specific needs of that assignment. Court assigned Deputies shall work the 5 – 8 schedule as agreed upon by HDSO and the Sheriff.
- C. There will be no changes in an employee's work schedule without five (5) days prior written notice to the employee, except in the case of an emergency. Schedule changes at the employee's request do not require a five (5) day notice on the employee's part and may be made with immediate supervisor approval. An emergency is defined as a natural or man-made disaster or a sudden unexpected need to increase the level of services to the community.
- D. The general practices of work shift hours, lunch/meal period, work days, shift selection and days off are as follows:
 - 1. Ten-hour work shift, which starts with a briefing period.
 - 2. A reasonable lunch period, normally not to exceed one-half hour, included within the hours, subject to call-out during such period.
 - 3. Four consecutive work days.

4. Shift hours and days off to be mutually agreed upon between the Sheriff and HDSO.
5. Shift selection, based on seniority in class, shall be on a six month basis.
6. Shift days off will be chosen by seniority in class for each six month period.
7. An employee shall be permitted to exchange hours of work or days off with another employee in the same classification, performing the same type of duties within the same work location provided:
 - a. the exchange occurs within the affected employees' pay period;
 - b. the employees provide their supervisors with a written notice of the exchange at least 48 hours prior to the exchange;
 - c. the supervisors approve the exchange;
 - d. an employee is entitled to exchange no more than two days or shifts within any two week pay period;
 - e. employees exercising the option to exchange shifts shall knowingly waive their right to three consecutive days off during the affected time period;
 - f. employees shall not be allowed to swap shifts when the result would require the employee to work back-to-back shifts;
 - g. exchanges shall not be denied without a work related reason. If an exchange is denied, the supervisor shall, upon request, provide the affected employee with written reason for denial.

E. Position/Assignment Vacancies

Vacancies in positions shall be filled, and assignment to special assignment, substation and resident posts shall be made by the Sheriff after consideration of criteria including but not limited to:

- Volunteers
- Ability and Experience
- Seniority
- Hardship on Employee/Family

F. Rotation

The following positions shall be subject to a three (3) year rotation, (Sheriff may grant one additional year extension), with a minimum of one year as a patrol officer between subsequent specialty assignments as follows:

- Special Services
- Livestock Deputy
- Search and Rescue Deputy
- Marine Deputy
- Beach Deputy (OHV Grant)
- Drug Enforcement Unit (DEU)
- Drug Task Force (DTF)
- Field Training Officer (FTO)
- Rotational Detective

G. Vehicle Use

The Sheriff shall continue to exercise discretion in the assignment of departmental vehicles for overnight use. However, such exercise of discretion shall be in the event of an emergency or need. It is agreed that in an emergency or after it has been demonstrated that there is a need to reassign any such vehicle, a vehicle may be reassigned for the period of emergency or demonstrated need, then reassigned to the individual from whose care and responsibility it was taken. This agreement does not obligate the County to maintain any specific number of vehicles. It is further agreed that any loss in compensation that results from such assignment shall be immediately met and conferred upon.

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

I. Deputies scheduled for on call time, shall be compensated for fifteen (15) minutes for each hour of on call paid status. Deputies assigned to on call status shall provide contact information and be available to respond to details as needed.

J. Notwithstanding Article 66, CONCLUSIVENESS, the County and H.D.S.O. agree to meet and discuss during the term of this M.O.U. on Section B.1.g. of this Article.



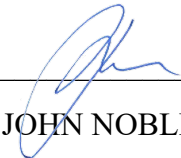

~~K. Probation Work Schedule~~

The primary schedule of operation for the Probation Department is Monday through Friday 8:00 a.m. — 5:00 p.m. Alternative schedules (to include days and hours or work) may be assigned at the discretion of the Chief Probation Officer, based on department, program and community needs.

39 Work Schedules – Probation Department

Probation Officer Classifications covered by this MOU may request to work an alternative work schedule upon approval by the Chief Probation Officer or their designee. For employees requesting a 9/80 schedule, their schedule shall consist of a 45-hour work week and a 35-hour work week during each pay period. The 45-hour week shall consist of five, nine-hour shifts. The 35-hour work week shall consist of three, nine-hour shifts and one, eight-hour shift. Nine-hour shifts shall commence at 0730 hours with a one-hour lunch break from 1200 to 1300 hours. Eight-hour shifts shall commence at 0800 hours with a one-hour lunch break from 1200 to 1300 hours. The 35-hour week consists of four workdays, which shall be scheduled at the discretion of the Chief Probation Officer, to meet the needs of the Department, and which may vary between officers and units.

All sections of the MOU following this newly added section 39 shall be renumbered accordingly.

_____			08/24/23
STEPHEN MADRONE	Date	DESTRY HENDERSON	Date
Chair, County of Humboldt		HDSO President	
Board of Supervisors			
	9/7/23		8/23/23
ELISHIA HAYES	Date	JOHN NOBLE	Date
County Administrative Officer		HDSO Representative	
	9/8/23		
ZACHARY O'HANEN	Date		
Director of Human Resources			