

MODOC COUNTY

Ratification through March 31, 2026



MEMORANDUM OF UNDERSTANDING
Between the
Deputy Sheriff's Association—Safety Unit
And
The County of Modoc



Memorandum of Understanding

between

County of Modoc

and

Modoc County Deputy Sheriffs Association

(Safety Unit)



Ratification – March 31, 2026

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Article 1. Preamble

- 1.1 This Memorandum of Understanding (MOU) is made and entered into between the County Supervisors of the County of Modoc, hereinafter referred to as the “County”, and Modoc County Deputy Sheriffs’ Association, hereinafter referred to as the “Association”, according to California Government Code Sections 3500, et seq. The purpose of this MOU is the establishment of rates of compensation, hours of work, and other terms and conditions of employment.

Article 2. Recognition

- 2.1 The County recognizes the Association as the representative for all employees of the Sheriff’s Department holding a regular, full-time position in a classification listed in Attachment A.

No person employed by the County in a part-time, temporary, seasonal, or extra-help status, in a Modoc County Deputy Sheriffs’ Association-represented class, shall be subject to the provisions of this MOU or be eligible for the benefits provided therein.

Article 3. Severance

- 3.1 If any provision of the MOU should be found invalid, unconstitutional, unlawful, or unenforceable because of any existing or subsequently enacted constitutional or legislative provision or by the final judicial authority, the offending provision shall be severed, and all other provisions of the MOU shall remain in full force and effect for the duration of the MOU.

Article 4. Maintenance of Benefits

- 4.1 All wages, hours, terms, and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those outlined in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- 4.2 The County will abide by the Meyers-Milias-Brown Act where and when it applies to Members of the Association.

Article 5: Association Rights

- 5.1 The Association shall have the following rights and responsibilities:
- a. Reasonable advance notice of any County ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board.
 - b. Reasonable use of one (1) bulletin board at the Sheriff’s Department.

- c. Employees may sign up for payroll deductions of Association dues with the Association. The Association will certify to the County any new members of the Association.

The county agrees to deduct dues as established by the Association, and premiums for approved insurance programs from the salaries of Association members. The sum so withheld shall be remitted by the County, without delay, directly to the Association along with a list of employees who have had such amounts deducted. The association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the County.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.

It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

Hold Harmless: The Association shall indemnify, defend, and hold harmless the County, its officers, employees, and agents acting on its behalf from and against all losses, damages, costs, expenses, claims, demands, actions, suits, judgments, and other forms of liability arising out of the application or enforcement of this Section. In no event shall the County be required to pay from its own funds Association dues which the employee was obligated to pay but failed to pay regardless of the reasons.

Any Association member who notifies the County of their desire to discontinue dues or otherwise withdraw from Association membership shall be referred to the Association. The County agrees to continue all dues deductions until notified of a deduction change by the Association.

- d. The right to represent its members before the County Board of Supervisors or advisory boards or commissions concerning wages, hours, and other matters within the scope of representation, subject to the provisions of applicable Federal, State, or County laws and regulations. This is not intended to authorize paid leave beyond what is provided for elsewhere in this MOU or in the County personnel rules.

- e. The use of County facilities for regular, normal, and lawful Association activities, provided that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- f. The County Board or its designated representative making copies of its meeting agenda available.
- g. Reasonable access to employee work locations for officers of the Association and their officially designated representatives to process grievances or contact members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operation of any department or with established safety or security requirements.

Article 6. Management Rights

- 6.1 The Sheriff-Coroner reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the Sheriff-Coroner-Patrol-Jail-Dispatch Departments and Office of Emergency Services, as such rights existed before the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law shall include, but not be limited to, the following rights:
- a. To manage the Sheriff-Coroner-Jail-Dispatch Departments and Office of Emergency Services generally and to determine policy.
 - b. To determine the existence or non-existence of facts that are the basis of Management's decisions.
 - c. To determine the necessity of organization of any service or activity conducted by the departments and expand or diminish services, within budgetary limits as authorized by the Board of Supervisors.
 - d. To determine the nature, manner, means and technology, and extent of services to be provided to the public, within budgetary limits.
 - e. To determine the types of equipment or technology to be used, within budgetary limits.
 - f. To determine and change the facilities, methods, technological means, and size of the workforce by which the department's operations are to be conducted, within budgetary limits.
 - g. To determine and change the number of locations, relocations, and type of operations, processes, and materials or equipment to be used in carrying out all departmental functions, within budgetary limits.

- h. To assign work to and schedule employees following requirements as determined by the Sheriff-Coroner and to establish and change work schedules and assignments upon reasonable notice and following this Agreement.
 - i. To establish and modify productivity and performance, programs, and standards.
 - j. To discharge, suspend, demote, or otherwise discipline employees for proper cause.
 - k. To determine job classifications and to reclassify employees following this Agreement and applicable resolutions, codes, and approval of the Board of Supervisors.
 - l. To hire, transfer, promote, and demote employees for no disciplinary reasons following this Agreement and applicable resolutions, codes, and policy of The Board of Supervisors.
 - m. To determine and administer policies, procedures, and standards for selection, training, and promotion of employees following this Agreement and applicable resolution and codes of the County within budgetary limits.
 - n. To establish employee performance standards, including but not limited to qualification and quantity standards and to require compliance thereto.
 - o. To maintain order and efficiency in department facilities and operations.
 - p. To establish and promulgate and/or modify departmental rules and regulations to maintain order and safety in the County of Modoc which is not in contravention with this Agreement.
 - q. To take all necessary action to carry out the mission of the department in emergencies.
- 6.2 Except in emergencies, or where the departments are required to make changes in their operations because of the requirements of the law, whenever the exercise of management's rights shall impact any employees of the bargaining unit, the Sheriff-Coroner agrees to meet and Confer with representatives of the Association regarding the exercise of such rights unless the matter of the exercise of such rights are provided for in this Agreement.

By agreeing to meet and confer with the Association as to the impact and exercise of any of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.

Article 7. Hours of Work

- 7.1 Workweek: Except as hereinafter provided, the basic workweek shall consist of five (5) consecutive days on which the employee is scheduled to work an eight (8) hour shift which shall include a thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks. Breaks cannot be combined to start a shift late or go off early without prior approval of the Sheriff, Undersheriff, or designee.
- 7.2 Alternate Hours (Law Enforcement Personnel and Correctional Officers): The Sheriff may implement hours for law enforcement personnel and correctional officers following the Fair Labor Standards Act 7(k) exemption. Such schedules shall be comprised of 10- or 12-hour shifts. No change in schedules shall be implemented without meeting and conferring with the Association. Affected employees shall be given a fourteen (14) calendar day notice before a such schedule change.
- 7.3 Flexible Schedule (Dispatch Personnel): The Sheriff may authorize a flexible schedule for dispatch personnel following County Code section 2.56.370 to accommodate the workload. Regular full-time hours shall consist of 80 hours every two (2) weeks. Dispatch personnel shall be entitled to overtime upon approval by the Department Head, for hours worked beyond their scheduled shift or called back from a scheduled day off or approved leave, OR for any hours worked more than 80 hours in two weeks. The Department Head retains the discretion to authorize or deny flexible work schedules based on the needs of the Department. No change in schedules shall be implemented without meeting and conferring with the Association. Affected employees shall be given a fourteen (14) calendar day notice before a such schedule change.
- 7.4 Briefing Period: Employees working in the jail and dispatch may be required to attend a ten (10) minute briefing period before the beginning of their shift.

Article 8. Overtime

- 8.1 Assignment of Overtime: It is agreed and understood that the assignment of overtime work is a function of Management. However, supervisors shall not assign overtime work as a reward or penalty, but solely follow the County's needs. In assigning employees to overtime work, the County will give first consideration to those employees having special skills required by the overtime assignment. Otherwise, overtime work will be distributed fairly among qualified employees with the proper job training. Overtime shall be paid at the time and one-half rate for all hours over eight (8) in one (1) Day or forty (40) hours in one (1) week.

Employees working alternate schedules as defined in section 7.2 shall be paid overtime according to the following:

- a. Employees working 10 hours shifts shall be paid overtime for any hours worked over ten (10) hours in a day or forty (40) hours in a 7-day work period.

b. Employees working 12-hour shifts shall be paid overtime for any hours worked over twelve (12) hours in a day or eighty-four (84) hours in 14 days.

8.2 Call back: When an employee is called back at a time outside of, and unconnected with, the employee's scheduled hours of work to perform unscheduled overtime work, the The association and the County agree that callback shall be paid at a three (3) hour minimum at time and one-half pay. Employees called back to work while on a regular day off or assigned vacation, shall be paid at a four (4) hour minimum at time and one-half pay.

8.3 Standby: Standby duty shall be considered time worked to determine pay and overtime.

8.4 Compensatory Time Off: Overtime compensation may be paid as compensatory time off at time and one-half with the consent of the employee within the restrictions established by the Fair Labor Standards Act. No employee shall accrue more than one hundred seventy-three and three-tenths (173.3) hours compensatory time unless approved by the Sheriff. Use of compensatory time accrued shall require the consent of the employee and Department head. Employees shall receive a separate check when receiving compensatory time cash-out.

8.5 Court Time: A minimum of three (3) hours of overtime shall be paid or accrued in compensatory time off for all court time when an employee is required to go to court on off-duty time. An employee scheduled for a court appearance shall call the District Attorney's Office between 1600 hours and 1700 hours of the business day before court.

If the employee calls, is not advised of cancellation, and appears, they are entitled to minimum court pay even if the court is canceled on the day of their appearance. If the employee does not call and the court is canceled, they are not entitled to be paid the minimum.

8.6 On-Call: Employees called to duty outside of their normal shift assignment will receive \$300.00 per month as on-call compensation. When assigned to be on-call, employees shall be able to begin responding to a call for service within approximately thirty (30) minutes and make every effort (depending on the location of the call) to be at the scene of the call within thirty (30) minutes. While on-call, employees will be allowed reasonable in-County use of their assigned vehicle. Except for emergencies, on-call duty will not be scheduled on an employee's regular day off. On-call duty will be assigned consecutively but not more than three (3) consecutive days. Notwithstanding the assigned on-call duty, so long as there is an available backup to respond to the call, a reasonable attempt will be made by the Sheriff or the Sheriff's designee to accommodate requests to be out of an employee's assigned area. Such on-call pay shall be reported to CalPERS as Special Compensation CCR section 571.

8.7 Briefing Time: When employees working in the jail and dispatch are scheduled to report to work ten (10) minutes before their shift begins for briefing, such employees shall receive the choice of pay or compensatory time off (CTO) at the end of the month.

- 8.8 Early Call-Out: If an employee is called to work four (4) or more hours before the beginning of the employee's shift, the employee may opt, with management's consent, to begin the employee's shift at that time.

Article 9. Salary

- 9.1 Employees shall be paid salaries for their classification according to Attachment "A" of this Agreement. The Salary Range Table included in Attachment A shall be used for employees in this unit.

Effective the first full pay period following ratification of this MOU, all DSA classifications shall see a 12% increase in base wage, which shall constitute all salary increases during the term of this MOU.

Effective the second full pay period following ratification of this MOU, all DSA classifications shall receive a one-time stipend of [AMOUNT], payable through American Rescue Plan Act (ARPA) stimulus funds.

The Parties agree to an economic reopener in March 2025, as determined by lead negotiators for the County and the DSA. It is further agreed that Parties will commence negotiations on a successor MOU at least six months before the termination of this MOU, the scheduling of which shall be mutually agreed to by lead negotiators for the County and the DSA, although the Parties may mutually agree to initiate negotiations on the successor MOU as part of the economic reopener commencing in March 2025.

Employees shall advance to the next step of their salary range on their new anniversary date provided that they have rendered an overall satisfactory evaluation from their Supervisor and Sheriff. Eligibility for step advancements shall be after twelve (12) months of continuous service on each step until the top of the salary range (Step F) is reached.

The Sheriff shall have the responsibility for making such determinations of satisfactory service. If an employee does not receive their merit step increase because their performance evaluation has not been provided to the employee on time, the employee shall bring it to the attention of the Administration Office (HR), in writing within 30 days. If no evaluation has been performed or completed within 90 calendar days, then the employee shall automatically receive their increase retroactively back to their anniversary date. For this section, the anniversary date is defined as follows:

- a. Appointment: Every regular employee who begins employee's employment in a permanent position on any date from the first through the fifteenth of a month shall have an anniversary date on the first of that month. Every regular employee who begins the employee's employment on a date from the sixteenth through the end of the month shall have an anniversary date on the first of the following month.
- b. Promotion: When an employee is promoted to a position in a class having a

higher salary range than the class of the position in which the employee formerly occupied, the employee shall receive a new anniversary date, that date being the date of the employee's promotional appointment to a permanent position, provided that a minimum salary increase of five percent (5%) was realized because of the promotion.

- c. Demotion: Whenever a permanent employee is demoted for reasons other than unsatisfactory performance, the employee shall retain the employee's anniversary date. Whenever an employee is demoted for unsatisfactory performance, the employee shall receive a new anniversary date, that date being the date of the employee's demotion.
- d. Reclassification: If an employee's position is reclassified to a class having the same salary range, the employee shall retain the employee's anniversary date. If an employee's position is reclassified to a class having a higher salary range, the employee shall receive a new anniversary date, that date being the date of the employee's permanent reclassification appointment. If an employee's position is reclassified to a lower salary range, the employee shall retain the employee's anniversary date.
- e. Salaries return following leave without pay: Return following leave without pay is not an appointment, but a continuation of service, however, salary and benefits shall be based on actual service.
- f. Salaries for exceptional applicants: At the request of the Department Head, the Board may approve a step above Step A to recruit an individual who has demonstrated superior knowledge and ability, and whose combined education and experience represents substantially better preparation for the duties of the position then required by the minimum employment standards.
- g. Decrease in salaries - adjustments: Any employee who would suffer an actual decrease in salary as a result of the application of the salary rates provided for in this chapter shall move to the step in their new range with the next higher salary; or, in the event, the maximum step in the employee's new range is lower than their current salary, they shall continue to receive their current salary until the maximum step in their new range exceeds their current salary, at which time they shall begin receiving the salary at the maximum step.
- h. Salaries reinstatement following resignation: Any employee reinstated following resignation in good standing shall be considered as a new employee; provided, however, at the discretion of the Board, such employee may receive a starting salary higher than Step A, but not exceeding the step which they received at the time of their resignation.

- 9.2 Branch Assignment: Resident deputies shall receive a fixed dollar amount of \$400 per month when so assigned routinely and consistently to a branch office or work site that is identified as "rural" or "remote".

9.3 Bilingual Premium Pay: Two (2) departmental employees, designated by the Sheriff, who is fluent in the Spanish language, shall receive a five percent (5%) increase in salary to provide interpreter duties as needed.

9.4 Peace Officer Standard Training (POST) Certificate Pay/Educational Incentive: Employees shall be paid additional compensation for possession of college degrees or P.O.S.T. certificates as set forth below:

Degree-Certificate Increase in Base Salary:

Two-year degree or Intermediate POST	5%
Four-year degree or Advance POST	10%

Professional pay shall be pyramided and the maximum incentive for this section shall be 10%

To be eligible for the Educational Incentive, employees hired after July 1, 1993, must have a degree in one of the following degree program areas:

- a. Psychology
- b. Sociology
- c. Social Science
- d. Police Science
- e. Welfare and Corrections
- f. Political Science
- g. Business Administration
- h. Public Administration
- i. Pre-Law
- j. Criminal Justice
- k. Criminology
- l. Any other degree program area which may be approved by the Sheriff

The Union and County have agreed to meet and confer during the term of this agreement to discuss changing the Education Incentive Pay from percentage based to a flat dollar amount. This provision shall be triggered upon request of the County.

9.5 Training Premium: Whenever an employee classified as Deputy Sheriff I or II, or Correctional Officer I, II or Correctional Sergeant or Dispatcher I or II, is specifically assigned and authorized by the Sheriff or Undersheriff for one (1) full working day or more to train another employee, such training employee shall have their regular pay rate increased by five percent (5%) for the training period.

9.6 Merit Increases: Employees reaching the top step of their salary range (Step F) and having been employed in their specified job classification or classification series for a period of ten (10) years or greater, shall receive merit increases at the rate of five percent (5%) every five (5) years beginning on the first day of the employee's tenth (10) year of service and continuing until the employee has reached twenty 20 years of service with the County, provided that their service is not interrupted for a period greater than six (6)

months unless otherwise approved by the Board of Supervisors. No merit increases shall be authorized after the twentieth (20) year of service with the County. Any employee who has received a merit increase beyond the twentieth (20) year of service as of the date of this agreement shall be frozen at their current salary and no further merit increases shall be authorized, notwithstanding any Cost of Living Adjustments which the employee may be entitled to as a result of negotiations of a successor Memorandum of Understanding (MOU).

Merit increases shall be based on continued satisfactory performance evaluations. The Sheriff shall have the responsibility for making such determinations of satisfactory service. If an employee does not receive their merit step increase because their performance evaluation has not been provided to the employee on time, the employee shall bring it to the attention of the Administration Office (HR), in writing within 30 days. If no evaluation has been performed or completed within 90 calendar days, then the employee shall automatically receive their increase retroactively back to their anniversary date.

Classification or Classification Series shall mean, the specific job classification in which an employee is employed or the series of classifications such as I/II/III or other upper-level positions. (i.e. Correctional Officer I/II/III/Sgt.)

- 9.7 Canine Handler Pay: The parties are aware that the Fair Labor Standards Act (FLSA) requires compensation for hours worked over 40 hours per week. The care and maintenance of a canine can extend beyond a normal 40-hour work week; therefore, the parties estimate that the extended time the Canine Handler spends in all aspects of the care, feeding, exercise, and maintenance of the canine monthly is fourteen (14) hours. The County will pay the Canine Handler \$200.00 per month, which is equivalent to the extra fourteen (14) hours of the Deputy's base pay for all aspects of the care, feeding, exercise, and maintenance of the canine. The parties further agree that any time spent over such time is not reasonably necessary and is unauthorized.

In addition to the Canine handler pay described above, the assigned Canine Handler shall be assigned a home retention vehicle, for the sole purpose of transporting their police service dog to and from work. The deputy will be reimbursed for the purchase of dog food and grooming supplies, which have been pre-approved by the supervisor over the K-9 Program and are purchased following county purchasing policy. Training expenses for all mandatory canine training, replacement of Sheriff's Department-owned equipment provided for use in the K-9 program, and all veterinary expenses incurred as the result of a service-related injury or illness to the dog, including routine examinations and vaccinations of the service dog, shall be paid by the Department.

Article 10. Uniform Allowance

- 10.1 Dispatcher Uniform: Effective January 1, 2020, employees employed in the classification of Dispatcher I/II/Supervisor shall be provided with uniform shirts at the discretion of the Sheriff. Uniform shirts shall consist of shirts bearing the logo of the

Sheriff's Department as approved by the Sheriff, in a color determined by the Sheriff, and at a frequency of no less than four (4) shirts per fiscal year.

- 10.2 Personal Property Reimbursement: Employees shall be paid the cost of replacing or repairing uniforms, clothing or prostheses, or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee or required by the nature of the employee's duties, when such items are damaged or destroyed in the line of duty without fault of the employee or stolen from County facilities. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The County shall establish the procedure to be followed by employees in submitting claims for damaged or replacement of items of personal property used on county business unless they have more than minor value and are listed in an inventory of such items which has received department head certification that such items are necessary for the conduct of County business.

Article 11. Insurance Plans

- 11.1 Employees in this unit shall be covered by CalPERS medical insurance program. The county shall contribute up to the following monthly premiums.

1. Employee-only coverage - \$501.59
2. Employee + 1 dependent coverage - \$1003.18
3. Employee + 2 or more dependents coverage - \$1304.13

Said amounts shall be available through the County's Flexible Benefits Plan.

For both current employees and future retirees, the County, for purposes of compliance with CalPERS regulations, shall contribute the minimum monthly premium for CalPERS medical insurance as required in the County's CalPERS contract. This minimum monthly premium is included in the County's contribution to the Flexible Benefit Plan as described hereinabove. Should the minimum monthly County contribution increase due to CalPERS requirements the new amount shall be included in (but shall not increase) the County's contribution to the Flexible Benefit Plan.

An employee who can provide the county with proof of other valid, current health insurance coverage may choose not to be covered by the CalPERS medical plan and shall receive \$250.00 monthly from the county in cash. Such cash amount is understood not to be considered compensation for CalPERS purposes.

If an employee is covered by another employee of the county this would disqualify them from receiving the \$250.00 benefit as CalPERS will not allow for double coverage. For cost-saving efforts, if any employee is or can be covered by another employee of the county, employees are required to apply for coverage under only one plan.

Should less than fifty percent (50%) of the eligible DSA members disenroll from PORAC, the County shall no longer offer PORAC as an option for medical insurance and

the DSA membership shall thereafter select from the PERS Choice, Care, or Select plan options.

- 11.2 State Disability Insurance: The County agrees to transfer from SDI to PORAC Long-Term Disability Insurance. The county will deduct the premium from the employee's paycheck.
- 11.3 Dental/Vision Insurance: Effective January 1, 2014, the county shall provide the employee \$85.00 per month towards Dental and/or Vision in addition to the amount provided for Medical Insurance in Section 11.1. The employee may choose annually to participate in Dental and or/Vision through the employer-sponsored plan OR may receive the \$85.00 per month added to the paycheck and not participate in the employer-sponsored Dental and/or Vision plan.
- 11.4 Life Insurance: Modoc County proposes to provide coverage up to \$45,000.00 per employee to coincide with the open enrollment period.

Article 12. Retirement Plan

- 12.1 Public Employees Retirement System Contract: The county agrees to maintain the current PERS contract that provides the 3% @ 50 retirement plan benefit to classifications covered by this Agreement. Employees in the dispatcher series classifications shall be covered by the County's "miscellaneous employees" PERS contract. If legislation is approved which provides options for enhanced PERS retirement options, the parties, upon request of the Association, agree to reopen negotiations regarding such options.
- New employees hired on or after January 1, 2013, shall have the PERS 2.7% @ 57 formulas as provided by the terms of the contract in effect between the county and California Public Employees' Retirement System. The employee contribution rate shall be 50 percent of the normal cost for the 2.7% @ 57 plan, rounded to the nearest quarter of 1 percent.
- 12.2. Employee's Contribution: Employees shall pay their own employee's portion of the PERS retirement contribution.
- 12.3 Sick Leave & Military Credit: County agrees to amend the PERS contract to provide for the Sick Leave Credit option and the Military Service Credit option for Safety employees.

Article 13. Paid Leave

- 13.1 Vacation Leave: Employees shall accrue and be entitled to vacation leave with pay, in accordance with the following schedule:
- a. Ten (10) workdays upon completion of the equivalent of one (1) year of full-time continuous service, subject to reduction at the rate of ten-twelfths (10/12) of one

- (1) day for each month (or a major fraction thereof if the month is not completed) of unpaid absence. No vacation time may be used, nor shall any compensation therefore, be due or payable at termination before the completion of one year of continuous service. The vacation formula outlined in this subsection shall apply to the first four years of service;
- b. One and one-fourth (1-1/4) days for and upon completion of each month of actual service (or a major fraction thereof if the month is not completed) during the fourth through the eleventh year of continuous full-time service;
 - c. One and two-thirds (1-2/3) workdays for and upon completion of each month of actual service (or a major fraction thereof if the month is not completed) during the twelfth through the nineteenth year of continuous full-time service;
 - d. Two and one-twelfth (2-1/12) workdays for and upon completion of each month of actual service (or a major fraction thereof if the month is not completed) during the twentieth year and each year thereafter of continuous full-time service until termination of employment.

13.2 Vacation Leave - Use and Restrictions:

- a. Vacation entitlement accrued for the first year of continuous service shall be taken within twelve months of the time of accrual or right thereto shall be lost. Vacation entitlement accrued after the first year of continuous service shall be taken within twenty-four months of the time of accrual or the right thereto shall be lost. Vacation taken shall be credited against the accumulated time which has been accrued the longest. The maximum time limits for vacation accrual may be extended by order of the Board of Supervisors, provided good cause is shown therefore. The department head shall determine when vacation leave may be taken. At the time of an employee's termination, any accumulated vacation leave may be paid off in a lump sum or taken off to serve to defer the termination date.
- b. Employees may cash in up to forty (40) hours of vacation time, once each year, paid by a separate check from the regular paycheck.
- c. Employees will be eligible to take one vacation per calendar year which is equal in duration to the employee's annual vacation (e.g., 15-day accrual = 15-day vacation). Such vacations shall be subject to the approval of the Sheriff, giving due consideration to the needs of the department. Current procedures for granting vacations of lesser duration are not affected by this provision.

13.3 Sick Leave - Eligibility:

- a. On the day following completion of the equivalent of six months of continuous service, each employee (except elected officials) shall be allowed seven and one half (7-1/2) days of credit for sick leave with pay. Thereafter, for each additional calendar

month of service, or the equivalent thereof, he shall be allowed one and one quarter (1-1/4) days of credit for sick leave with pay. There shall be no limitation on the amount of sick leave which can be accumulated.

- b. All terminating employees who are eligible for retirement pay under the Public Employees Retirement System shall be entitled to a lump-sum payment equal to the salary equivalent of one-half (1/2) of their then accumulated sick leave, to a maximum of four hundred (400) hours of pay. Any such employee who has lost sick leave because of any prior maximum accumulation limitation shall be entitled to the reinstatement of such lost sick leave in an amount which, when combined with accumulated sick leave, does not exceed one hundred days.

13.4 Sick Leave - Approval Required: The Department Head shall approve sick leave only after having ascertained that the absence was for an authorized reason. The Department Head may require the employee to submit substantiating evidence, including but not limited to, a physician's certificate. If the Department Head does not consider the evidence adequate, the Department Head shall disapprove the request for sick leave.

13.5 SDI Coordination: See change to PORAC Long-Term Disability

13.6 Family Sick Leave: The County shall implement Section 233 of the California Labor Code regarding family sick leave. Employees, each calendar year, may use an amount not less than the sick leave that would be accrued during six months at the employee's then-current rate of entitlement, to attend to an illness of a child, parent, spouse, sister, or brother of the employee. The above-stated six months accrued sick leave shall replace the forty (40) hours per fiscal year of employee sick leave that was available for family sick leave before January 1, 2000.

13.7 Bereavement Leave: Every employee shall be entitled to five days of bereavement leave, per episode of death, which may be taken upon the death of a spouse, sibling, or anyone bearing a relationship of lineal consanguinity to the employee.

13.8 Holidays: All full-time employees shall be entitled to holidays with pay.

- a. As used in this section, "time worked" shall include any leave time taken.
- b. It has been determined that before April 30, 2013, the number of holiday hours an employee accrues annually is one hundred twenty-eight (128) hours. (14 holidays, 2 floating holidays multiplied by 8-hour days).
- c. Effective January 1, 2014, each employee shall begin accruing sixty-four (64) hours into a holiday time bank. As a result of the elimination of the additional sixty-four (64) hours, three percent (3%) has been added to each employee's base pay.
- d. 5.3 hours shall be credited to each employee's holiday time bank at the beginning of each month.

- e. All holiday hours shall be used by December 31 of each year.
- f. Any unused holiday hours shall be paid out at the employee's regular rate of pay shall be paid out in a manual check within the first week of December following the November payroll. All holiday time off shall be submitted to the Sheriff no later than November 30th of each year. Should an employee submit to take holiday hours as time off and be denied, then any hours not used by December 31st shall be paid at time and one half.

The following represent official county holidays:

- 1. New Year's Day - January 1
- 2. The third Monday in January, known as "Dr. Martin Luther King, Jr. Day"
- 3. February 12th, known as "Lincoln Day"
- 4. The third Monday in February, known as "Presidents Day"
- 5. The last Monday in May, known as "Memorial Day"
- 6. July 4th, known as "Independence Day"
- 7. The first Monday in September, known as "Labor Day"
- 8. The second Monday in October, known as "Columbus Day"
- 9. November 11th, known as "Veterans Day"
- 10. The fourth Thursday in November is appointed as "Thanksgiving Day"
- 11. The day after Thanksgiving Day
- 12. December 24th, known as "Christmas Eve"
- 13. December 25th, known as "Christmas Day"
- 14. December 31st, known as "New Year's Eve"

Article 14. Layoff Procedures

- 14.1 Definition of Layoff: A "layoff" is an action or series of actions, where the Board of Supervisors determines that a reduction in the employment force is necessary, and as a consequence, an individual employee's employment with the county is terminated, subject to the conditions set forth herein.

- 14.2 Scope of Layoff Procedure: All county employees shall be covered by the layoff procedure described herein.
- 14.3 Procedure for Determination of Layoff: Layoffs shall be made solely under the direction of the Board of Supervisors. Under the direction of the Board of Supervisors, the Sheriff may lay off employees for the following reasons:
- a. Necessity, based on lack of funds or work;
 - b. In the interest of the economy, reduce the departmental staff;
 - c. Return of another employee with greater seniority, from a leave of absence.
- 14.4 Order of Layoff:
- a. The order of layoff among employees shall be as follows:
 1. Temporary/extra-help employees
 2. Probationary employees
 3. Permanent part-time employees
 4. Permanent employees

In each instance, the layoff will be in inverse order of seniority within the affected department. In the event two employees have equal seniority within a department, the employee with specialized skills to perform the required job duties shall be the last to be laid off.

- 14.5 Procedure in place of Layoff:
- a. In place of being laid off in their present classification, an employee may elect to transfer to or demote to, any class with the same or lower maximum salary in which the employee had served with permanent status in said employee's department or another department in the county in which they had previously served.
 - b. In the event an employee elects to follow the procedure outlined in subsection a. of this section, the employee may not transfer or demote into such a job, if they would displace an employee whose total county service exceeds that of an employee transferring or demoting.
 - c. An employee replaced by a demotion or transfer is described in subsection a. of this the section will have the same right as outlined in that subsection.

14.6 Layoff - Notice:

- a. Fourteen (14) calendar days before the effective date of the layoff, written notice of the intended layoff action will be provided to the affected employee. Said written notice shall state the reasons for which the layoff procedure is necessary, together with the effective date of the action. A copy of the layoff procedure shall be made a part of the notice.
- b. An employee receiving such written notice shall have five (5) working days in which to reply. Within five days, the employee shall notify their Department Head in writing of the alternative the affected employee has selected, if any.

- 14.7 Reemployment Rights: Permanent and probationary employees laid off shall be placed on a re-employment list for the class in which they were employed. The list will be established and maintained by Human Resources in the inverse order of the layoff within specific classifications in each department. Persons on this list will be afforded the first opportunity for appointment to any future employment in said class, for a period of one year. An employee, if recalled within one year, will resume employment with all the rights and benefits as though the employee had returned from an unpaid leave of absence, including accumulation of seniority, unpaid or unused vacation, sick leave, and reinstatement at the salary step level previously held. If an employee refuses employment after recall from such reemployment list, their name shall be removed from the list.

Article 15. Miscellaneous Provisions

- 15.1 IRS-125 Plan: The County shall provide an IRS-125 Plan for employees in this unit.

15.2 Military Absences:

- a. The County Administration/HR is designated to administer the mandatory military absence provisions of the Military and Veterans Code, and to establish such rules and procedures as are necessary or expedient. The following provisions, which are essential to effective salary administration, are incorporated in the Uniformed Services Employment and Re-employment Rights Act (USERRA) and are also delegated to the County Administration/HR for administration.
- b. A specific calendar period of military leave shall be established for each employee who is granted leave according to the Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty and reasonable travel time connected therewith. An employee who does not return within the period of approved military leave shall be granted three months additional military leave, and thereafter be terminated; provided, however, that an employee who is so terminated and who later requests to return to duty shall be granted any benefits and privileges which are required by the Military and Veterans Code.
 1. An employee who is a member of the reserve corps of the armed forces, of the National Guard, or the Naval Militia, and who has one full year of continuous

service immediately preceding the leave, and who takes temporary military leave of one hundred eighty (180) days or less (including travel time) shall be maintained in their position and, upon their return to duty after the prescribed period of temporary leave, shall receive all vacation, sick leave, and benefits arising from seniority in the county and in their position which they would have accrued had they not been absent on military leave.

2. An employee who takes military leave other than described in b.1. above, shall have the right, if released under other than dishonorable conditions, including while on terminal leave, to return to their former position within three (3) months after termination of their active military service; provided, however, such right to return shall not be granted an employee who fails to return to duty within twelve (12) months after the first date they could terminate or could cause to have terminated their active military service. Such employees shall receive no benefits for the period of their absence, except as provided in subsection (b) (3) of this section, but following their return to duty, such employees shall resume accrual of all benefits as though they had not been absent on military leave.
 3. An employee who has one full- year of continuous service immediately before taking ordered military leave following subsection (b) (1) or (b) (2) above shall receive a payment equivalent to the salary they would have otherwise received for the first thirty (30) calendar days of the military leave, upon submitting satisfactory evidence of military service. Only one such payment shall be made during any one period of ordered military service, and the total amount of such payments shall not exceed the equivalent of thirty calendar days' salary in any one (1) fiscal year. To determine the one year of continuous service concerning subsection (b) (1) above, all service in the recognized military service shall be counted.
- c. Any employee who resigns to enter military service shall have the right to return to county employment within six (6) months of the termination of their active military service; provided, however, such right to return shall not be granted an employee who fails to return to duty within twelve (12) months after the first date they could terminate or cause to have terminated their active military service the employee shall be entitled to such status as they would have if they had not resigned. In all other regards, they shall be treated as a new employee.

15.3 Probationary Period:

- a. Persons entering the county service shall serve a probationary period of twelve (12) months, such period to run from the first of the month following the date of employment; or, in the event the employment is on the first day of the month, then from that date. The length of individual probationary periods shall be increased by adding thereto periods during which an employee while serving as a probationer, is absent from their position. However, a person reemployed in a position in which they were previously a regular employee and from which they were separated in good

standing shall not be required to serve the probationary period if such reemployment occurs within two (2) years from the date of separation.

- b. Probationary Period - Following Promotion: An employee who is promoted to a new position in a higher range shall serve a six (6) month probationary period before attaining regular employee status in that position. Any probationary period following promotion shall not affect vacation, health insurance, or sick leave benefits. An employee who receives a substandard evaluation during this period may have the probation period extended by up to six (6) months.
 - c. Probationary Employees - Discharge Procedure: Any probationer may be discharged by the Department Head during the probationary period. An employee discharged during their probationary period shall have no right to appeal their discharge. An employee serving a promotional probation period who does not pass their probation period shall have the right to return to their former position provided that they have permanent status in the former position.
- 15.4 Personnel Rules: At the County's request, the parties agree to meet and confer to adopt countywide rules regarding issues of liability.
- 15.5 Medical Termination: An employee may be terminated when the employee's ability to perform their essential functions has been impaired through illness or injury. Termination shall not occur sooner than six (6) months after the employee has exhausted all their paid leave (i.e., benefit) time. Medical termination shall not be considered a disciplinary action and no right to appeal shall be available. An employee with an accepted work-related illness or injury shall not be subject to these provisions.
- 15.6 Medical Reinstatement: An employee who was medically terminated and is no longer incapacitated, may, with the approval of the Department Head, be reinstated to a vacant position in the class from which they were terminated. Request from the employee must be made within six (6) calendar months from the date of medical termination. Employees who are medically reinstated shall be considered to be new employees for purposes such as probationary period, seniority, benefit accumulation, etc.
- 15.7 Preparation of Memorandum of Understanding: The parties agree that it is important to prepare this agreement as quickly as possible and both agree to do so in the most expeditious fashion possible following the adoption of this agreement by the Board of Supervisors.
- 15.9 Reimbursement for Expenditures for POST Certified Training: Whenever an employee attends California Peace Officers Standards and Training (POST) certified training, the subsistence allowance that is annually established by the Commission of POST shall be advanced to the employee before leaving for training. Employees shall submit lodging receipts and any other receipts required by POST for reimbursement to the Sheriff's Office.

Article 16. Recommendation of Representatives

- 16.1 The representatives of the County and the representatives of the Association, having met and conferred in good faith, have mutually agreed to recommend to the County of Modoc and the general membership of the Association, that this Memorandum of Understanding is adopted and ratified and that the wages, hours, and other terms and conditions set forth herein be implemented.

Article 17. No Strike - No Lockout

17.1 Prohibited Conduct:

- a. The Association, its officers, agents, representatives, and/or members, agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.
- b. The Sheriff-Coroner agrees that the County will not lock out the employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, lay-off, failure to recall, or failure to return to work of employees in the exercise of their rights as outlined in any of the provisions of this Agreement or applicable ordinance or law.
- c. Any employee who participates in any conduct prohibited above may be subject to disciplinary action up to and including discharge.

17.2 Association Responsibility:

- a. If any one (1) or more employees, agents, representatives, or members of the Association engage in any of the conduct prohibited in 17.1 a. above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and they must immediately cease engaging in conduct prohibited in 17.1 a. above and return to work.
- b. If the Association performs all of the responsibilities outlined in 17.2 a. above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of 17.1 a. above.

Article 18. Term

- 18.1 The term of this MOU shall be from ratification by the Modoc County Board of Supervisors to March 31, 2026, and shall thereafter be extended unless superseded by a mutually negotiated replacement.

Article 19. Miscellaneous Provisions

19.1 VDT Screen shall be removed from all job classifications as the programming is no longer relevant or used by the Sheriff's Office.


19.2 The following verbiage shall be added to all job classifications:

- a. Employee shall provide courteous and timely customer service to the public, and other County departments, and work cooperatively with other County employees.
- b. Employee shall adhere to the Modoc County Code of Safe Practices.
- c. Employee shall perform other duties as assigned.

[SIGNATURE PAGE TO FOLLOW]


Article 20. Signatures

COUNTY OF MODOC

DocuSigned by:

C36D44E4E9938482...
 Scott McLeran
 County Negotiator


3/27/2023 | 7:34 PM PDT

Date

DocuSigned by:

C34102854412455...
 Chester Robertson
 County Administrative Officer


3/29/2023 | 9:52 AM PDT

Date

DocuSigned by:

56C94CE42C47409...
 Pam Randall
 County HR/Risk Management

3/29/2023 | 10:42 AM PDT


Date

DocuSigned by:

C8CA0DE1FF0E43D...
 Kathie Rhoads
 Chair, Board of Supervisors

3/27/2023 | 2:14 PM PDT


Date

MODOC COUNTY DEPUTY SHERIFFS' ASSOCIATION

DocuSigned by:

C8CC3D3895114CE...
 Michael Pugh
 DSA Negotiator


3/27/2023 | 5:32 PM PDT

Date

DocuSigned by:

C549613B9AC94A2...
 Chris Lowell
 DSA Representative


3/27/2023 | 3:44 PM PDT

Date

DocuSigned by:

5367974B2E194E5...
 Dan Nessling
 DSA Representative

4/3/2023 | 10:21 AM PDT

Date

DocuSigned by:

5D4C556DD62C471...
 Jessica Middleton
 DSA Representative

3/30/2023 | 1:58 PM PDT

Date

Modoc County DSA Bargaining Unit

Attachment A: Classification and Salary List **DSA Unit**

<u>Class Code</u>	<u>Class Description</u>	<u>Range</u>	<u>Salary Steps A-I</u>
7022-001	Correctional Officer I	206	\$3,227 - \$4,768
7022-002	Correctional Officer II	216	\$3,388 - \$5,005
7022-005	Correctional Project Coordinator	228	\$3,595 - \$5,312
7122-004	Correctional Sergeant	256	\$4,133 - \$6,106
7022-004	Deputy Sheriff I	227	\$3,577 - \$5,285
7022-006	Deputy Sheriff II	242	\$3,855 - \$5,695
7122-012	Dispatch Supervisor	248	\$3,972 - \$5,868
7022-007	Dispatcher I	203	\$3,181 - \$4,700
7122-008	Sheriff's Patrol Sergeant	272	\$4,477 - \$6,614

ATTACHMENT A: PAY RATES (DSA)

							10	15	20
RANGE	A	B	C	D	E	F	G	H	I
168	2686	2820	2961	3109	3265	3428	3600	3779	3968
169	2698	2832	2975	3124	3279	3444	3615	3797	3986
170	2710	2846	2988	3137	3295	3460	3632	3814	4004
171	2724	2860	3003	3153	3311	3476	3650	3833	4024
172	2736	2873	3016	3167	3325	3492	3667	3851	4042
173	2748	2886	3031	3182	3341	3508	3684	3867	4061
174	2763	2901	3046	3199	3359	3527	3703	3888	4082
175	2776	2915	3061	3214	3375	3544	3721	3907	4103
176	2790	2930	3076	3230	3391	3560	3739	3926	4122
177	2804	2944	3092	3247	3409	3580	3759	3946	4144
178	2818	2959	3107	3263	3425	3596	3777	3965	4163
179	2831	2972	3121	3277	3442	3613	3795	3984	4183
180	2846	2988	3137	3295	3460	3632	3814	4004	4204
181	2859	3003	3153	3310	3475	3649	3832	4023	4225
182	2874	3017	3168	3326	3493	3668	3852	4044	4246
183	2887	3032	3183	3342	3510	3685	3870	4063	4266
184	2901	3046	3198	3358	3526	3703	3888	4081	4286
185	2915	3061	3214	3375	3544	3721	3907	4103	4308
186	2929	3076	3229	3390	3560	3737	3924	4122	4328
187	2942	3089	3244	3406	3576	3755	3942	4140	4347
188	2957	3105	3260	3423	3594	3773	3963	4161	4368
189	2970	3119	3275	3438	3611	3791	3980	4180	4388
190	2985	3134	3291	3455	3628	3809	4000	4200	4409
191	3000	3151	3308	3473	3647	3829	4021	4222	4433
192	3015	3166	3324	3490	3665	3848	4041	4243	4454
193	3031	3182	3341	3509	3684	3868	4061	4265	4478
194	3045	3198	3358	3526	3702	3886	4081	4285	4499
195	3060	3213	3373	3543	3720	3905	4100	4305	4520
196	3076	3229	3390	3560	3739	3926	4122	4328	4544
197	3090	3245	3407	3577	3756	3944	4141	4348	4565
198	3106	3261	3424	3595	3776	3964	4162	4370	4589
199	3120	3276	3441	3612	3792	3983	4182	4390	4610
200	3135	3292	3456	3629	3810	4001	4201	4411	4631
201	3151	3308	3473	3647	3829	4021	4222	4433	4655
202	3165	3323	3490	3664	3847	4040	4241	4453	4676
203	3181	3340	3507	3683	3866	4060	4263	4476	4700

							10	15	20
RANGE	A	B	C	D	E	F	G	H	I
204	3195	3356	3522	3699	3884	4078	4282	4496	4721
205	3210	3370	3539	3716	3902	4097	4302	4517	4742
206	3227	3388	3557	3735	3922	4118	4324	4540	4768
207	3242	3405	3575	3753	3941	4138	4346	4563	4790
208	3259	3423	3593	3773	3961	4160	4368	4586	4815
209	3275	3438	3611	3791	3980	4180	446	4608	4838
210	3291	3455	3628	3809	4000	4200	4409	4630	4862
211	3307	3473	3647	3828	4020	4221	4432	4654	4887
212	3323	3489	3664	3847	4039	4241	4453	4676	4910
213	3340	3507	3683	3866	4060	4263	4476	4700	4935
214	3356	3524	3699	3884	4079	4283	4497	4722	4957
215	3372	3541	3718	3904	4099	4304	4519	4745	4983
216	3388	3557	3735	3922	4118	4324	4540	4767	5005
217	3404	3574	3752	3940	4137	4344	4562	4789	5029
218	3420	3592	3771	3959	4157	4366	4584	4813	5053
219	3436	3608	3788	3978	4176	4386	4604	4835	5077
220	3454	3627	3808	3998	4199	4408	4629	4860	5103
221	3471	3644	3827	4017	4219	4430	4651	4884	5128
222	3488	3662	3845	4038	4239	4451	4674	4908	5153
223	3506	3681	3865	4058	4262	4474	4697	4932	5179
224	3524	3699	3884	4079	4283	4497	4722	4958	5206
225	3541	3718	3904	4099	4304	4520	4745	4983	5233
226	3559	3737	3924	4120	4327	4543	4770	5009	5258
227	3577	3756	3944	4141	4348	4565	4794	5033	5285
228	3595	3776	3964	4162	4370	4589	4818	5059	5312
229	3613	3793	3984	4182	4392	4611	4842	5084	5338
230	3631	3812	4003	4203	4414	4635	4866	5109	5365
231	3649	3832	4023	4225	4435	4657	4890	5134	5392
232	3667	3851	4043	4245	4458	4680	4913	5160	5417
233	3685	3870	4062	4266	4479	4703	4938	5184	5444
234	3703	3888	4082	4286	4500	4725	4962	5210	5470
235	3722	3908	4104	4309	4524	4750	4987	5237	5499
236	3741	3928	4124	4330	4547	4775	5013	5264	5527
237	3760	3948	4145	4352	4570	4798	5039	5291	5555
238	3779	3968	4166	4375	4593	4823	5064	5318	5583
239	3798	3988	4188	4397	4617	4847	5089	5344	5611
240	3817	4007	4208	4418	4639	4872	5115	5370	5639
241	3836	4028	4229	4441	4663	4896	5141	5397	5667
242	3855	4048	4250	4463	4686	4920	5167	5424	5695

							10	15	20
RANGE	A	B	C	D	E	F	G	H	I
243	3874	4068	4272	4484	4708	4945	5191	5451	5724
244	3893	4088	4292	4507	4732	4968	5217	5478	5752
245	3912	4108	4313	4529	4756	4993	5243	5505	5780
246	3931	4128	4334	4551	4778	5018	5268	5532	5808
247	3951	4148	4357	4574	4803	5043	5295	5560	5837
248	3972	4170	4378	4598	4827	5069	5322	5589	5868
249	3992	4191	4400	4621	4852	5095	5349	5617	5898
250	4012	4212	4423	4645	4876	5121	5376	5645	5927
251	4032	4234	4445	4667	4901	5146	5403	5674	5957
252	4052	4255	4468	4691	4926	5172	5430	5702	5986
253	4072	4276	4490	4714	4950	5198	5458	5730	6019
254	4092	4297	4512	4738	4974	5224	5485	5759	6047
255	4113	4319	4534	4761	4999	5249	5512	5787	6076
256	4133	4340	4556	4785	5023	5274	5538	5815	6106
257	4153	4360	4579	4807	5048	5300	5565	5844	6135
258	4174	4383	4602	4832	5074	5328	5594	5873	6167
259	4196	4405	4626	4856	5099	5355	5622	5904	6199
260	4217	4427	4649	4881	5125	5382	5650	5934	6231
261	4238	4450	4673	4906	5151	5408	5680	5963	6262
262	4259	4472	4696	4930	5178	5436	5708	5993	6293
263	4281	4495	4720	4955	5204	5463	5737	6023	6325
264	4302	4517	4743	4980	5229	5490	5765	6054	6356
265	4323	4539	4767	5004	5255	5517	5794	6083	6387
266	4344	4562	4790	5029	5281	5545	5822	6113	6419
267	4366	4584	4814	5053	5307	5572	5851	6143	6450
268	4387	4607	4836	5078	5332	5599	5879	6173	6481
269	4409	4630	4862	5105	5359	5628	5909	6205	6515
270	4432	4654	4887	5131	5387	5656	5939	6236	6548
271	4454	4677	4911	5156	5414	5685	5970	6268	6581
272	4477	4701	4936	5182	5441	5713	5999	6299	6614
273	4499	4724	4960	5208	5469	5742	6029	6330	6647
274	4521	4748	4985	5234	5496	5770	6059	6362	6680
275	4544	4771	5010	5260	5523	5799	6089	6394	6713
276	4566	4795	5034	5286	5551	5827	6120	6425	6747
277	4589	4818	5059	5312	5578	5856	6149	6457	6779
278	4611	4842	5084	5338	5604	5884	6179	6488	6813
279	4635	4866	5109	5365	5634	5915	6210	6522	6848
280	4658	4891	5135	5393	5662	5945	6242	6554	6882
281	4682	4916	5161	5420	5691	5975	6274	6588	6917

							10	15	20
RANGE	A	B	C	D	E	F	G	H	I
282	4705	4940	5188	5447	5719	6005	6306	6620	6952
283	4729	4965	5214	5473	5748	6035	6337	6654	6987
284	4752	4990	5239	5501	5776	6065	6368	6686	7021
285	4776	5014	5265	5528	5805	6095	6400	6720	706
286	4799	5039	5291	5555	5833	6125	6431	6752	7091
287	4823	5064	5317	5583	5862	6156	6462	6786	7125
288	4847	5089	5345	5611	5892	6187	6496	6821	7161
289	4872	5116	5372	5640	5921	6218	6528	6856	7198
290	4897	5142	5398	5668	5952	6250	6562	6890	7234
291	4921	5168	5425	5697	5982	6281	6595	6925	7271
292	4946	5193	5453	5725	6012	6312	6628	6960	7307
293	4971	5219	5480	5755	6041	6344	6661	6994	7344
294	4995	5245	5507	5783	6072	6375	6694	7029	7380
295	5020	5271	5534	5811	6102	6406	6727	7064	7417
296	5044	5296	5562	5840	6132	6438	6760	7099	7452
297	5070	5323	5590	5870	6163	6471	6795	7134	7491
298	5096	5351	5618	5899	6195	6504	6829	7170	7529
299	5122	5378	5647	5929	6226	6536	6863	7207	7567
300	5148	5405	5675	5958	6256	6570	6898	7243	7605
301	5173	5432	5703	5989	6288	6602	6933	7279	7643
302	5199	5459	5732	6019	6319	6635	6968	7316	7681
303	5225	5486	5760	6048	6350	6668	7002	7352	7719
304	5251	5513	5789	6078	6382	6701	7036	7388	7757
305	5276	5541	5817	6108	6413	6735	7071	7424	7795
306	5303	5569	5846	6139	6446	6768	7106	7463	7836
307	5330	5597	5877	6170	6479	6803	7143	7500	7875
308	5357	5625	5906	6201	6512	6836	7179	7538	7915
309	5384	5653	5936	6233	6544	6871	7215	7576	7954
310	5411	5682	5965	6263	6577	6906	7251	7614	7995
311	5438	5710	5995	6294	6609	6940	7287	7651	8034
312	5464	5738	6024	6326	6642	6974	7323	7689	8074
313	5491	5766	6055	6357	6675	7009	7358	7727	8113
314	5519	5795	6085	6390	6709	7045	7396	7766	8155
315	5547	5825	6116	6422	6742	7080	7433	7805	8196
316	5575	5854	6147	6455	6777	7115	7472	7846	8238
317	5603	5883	6178	6487	6811	7151	7508	7885	8279
318	5631	5912	6208	6520	6845	7187	7547	7924	8320
319	5659	5943	6240	6551	6879	7223	7585	7963	8362
320	5687	5972	6270	6583	6913	7259	7622	8002	8403

							10	15	20
RANGE	A	B	C	D	E	F	G	H	I
321	5715	6001	6301	6616	6947	7295	7660	8042	8444
322	5744	6031	6334	6649	6982	7332	7698	8083	8487
323	5774	6063	6365	6684	7018	7368	7737	8124	8530
324	5803	6093	6397	6718	7054	7405	7776	8165	8574
325	5832	6123	6430	6751	7088	7444	7815	8206	8616
326	5861	6154	6461	6785	7124	7480	7855	8247	8660
327	5890	6185	6494	6819	7159	7517	7894	8288	8702
328	5919	6215	6526	6852	7195	7554	7932	8329	8745
329	5948	6246	6558	6886	7231	7591	7971	8370	8789
330	5979	6278	6591	6920	7267	7631	8011	8412	8833
331	6009	6309	6625	6956	7304	7669	8053	8455	8878
332	6039	6341	6658	6991	7340	7708	8093	8497	8922
333	6069	6373	6691	7026	7377	7746	8133	8540	8967
334	6100	6404	6724	7060	7414	7785	8174	8583	9012
335	6130	6437	6758	7096	7450	7823	8214	8625	9056
336	6160	6468	6792	7131	7487	7862	8256	8668	9101
337	6191	6500	6826	7167	7525	7902	8297	8711	9147
338	6223	6534	6860	7204	7563	7942	8340	8756	9194
339	6254	6567	6895	7240	7601	7982	8381	8800	9240
340	6285	6600	6929	7277	7640	8021	8424	8845	9286
341	6317	6633	6964	7312	7678	8062	8465	8888	9333
342	6348	6665	6999	7348	7716	8102	8508	8932	9379
343	6380	6699	7034	7385	7755	8142	8549	8977	9426
344	6411	6731	7068	7421	7793	8182	8592	9020	9472
345	6443	6766	7104	7459	7832	8223	8635	9066	9520
346	6476	6800	7140	7496	7871	8264	8678	9112	9568
347	6508	6834	7176	7534	7911	8306	8721	9158	9615
348	6541	6868	7212	7572	7951	8347	8765	9203	9663
349	6573	6901	7248	7609	7990	8389	8809	9249	9712
350	6606	6936	7283	7647	8029	8431	8852	9295	9760
351	6638	6970	7319	7684	8068	8473	8896	9341	9808
352	6672	7006	7356	7724	8110	8515	8941	9388	9857
353	6705	7040	7393	7763	8150	8558	8986	9435	9908
354	6739	7076	7430	7801	8192	8600	9031	9483	9957
355	6773	7111	7467	7840	8232	8644	9076	9530	10006
356	6806	7147	7504	7879	8273	8687	9121	9577	10055
357	6840	7181	7541	7918	8314	8729	9166	9624	10106
358	6875	7218	7579	7959	8356	8774	9213	9673	10157
359	6909	7254	7617	7998	8398	8818	9259	9722	10208

RANGE	A	B	C	D	E	F	G	H	I
360	6944	7291	7656	8038	8440	8863	9306	9771	10259
361	6979	7328	7694	8079	8483	8907	9352	9820	10311
362	7013	7364	7732	8119	8525	8951	9399	9868	10362
363	7048	7401	7771	8159	8567	8996	9445	9918	10414
364	7083	7437	7809	8200	8609	9040	9492	9967	10464
365	7119	7475	7848	8241	8653	9085	9540	10017	10518
366	7155	7512	7888	8282	8697	9131	9588	10068	10571
367	7190	7550	7927	8324	8740	9177	9635	10118	10623
368	7226	7588	7967	8365	8783	9223	9684	10168	10677
369	7262	7625	8007	8407	8827	9268	9732	10219	10730
370	7298	7663	8046	8448	8870	9314	9780	10269	10782
371	7335	7701	8086	8491	8915	9361	9829	10321	10837
372	7372	7740	8128	8533	8960	9408	9880	10373	10892
373	7409	7780	8168	8577	9006	9456	9929	10425	10946
374	7446	7818	8208	8620	9051	9503	9978	10476	11001
375	7483	7857	8250	8662	9096	9550	10027	10529	11056
376	7520	7896	8290	8705	9140	9597	10077	10581	11110
377	7558	7935	8333	8749	9186	9645	10128	10634	11166
378	7596	7976	8374	8793	9233	9695	10180	10688	11222
379	7634	8016	8417	8837	9279	9743	10230	10742	11278
380	7672	8056	8458	8882	9325	9792	10282	10796	11336
381	7710	8095	8501	8925	9372	9840	10332	10848	11392
382	7748	8136	8542	8969	9418	9888	10384	10902	11448
383	7787	8177	8586	9015	9465	9939	10436	10958	11506
384	7827	8217	8628	9060	9513	9989	10489	11013	11563
385	7866	8259	8672	9106	9561	10039	10540	11068	11621
386	7905	8300	8715	9152	9608	10089	10593	11123	11679
387	7944	8342	8758	9196	9657	10139	10646	11179	11738
388	7983	8382	8802	9242	9704	10189	10698	11234	11795
389	8024	8425	8846	9288	9753	10240	10752	11290	11854
390	8064	8467	8891	9335	9802	10292	10807	11347	11915
391	8104	8510	8935	9382	9850	10343	10861	11404	11974
392	8145	8552	8979	9428	9900	10395	10914	11460	12033
393	8185	8594	9024	9475	9949	10446	10968	11517	12093
394	8226	8637	9070	9523	9999	10499	11024	11575	12154
395	8268	8681	9116	9572	10050	10553	11080	11633	12216
396	8309	8725	9160	9619	10100	10605	11135	11692	12276
397	8351	8768	9206	9667	10151	10658	11191	11750	12338
398	8392	8812	9252	9715	10201	10711	11246	11808	12400
399	8434	8856	9298	9763	10251	10763	11302	11866	12460
400	8476	8900	9345	9812	10303	10818	11359	11927	12523

**ATTACHMENT B
GRIEVANCE PROCEDURE
FOR THE EMPLOYEES OF MODOC COUNTY**

1. Policy

To establish and maintain a harmonious and cooperative relationship between Modoc County and its employees, it is recognized that county management has a responsibility to provide an orderly, fair, and expeditious means of resolving problems arising from working relationships and conditions of employment. In addition, employees are assured of having the right access to such a procedure, free from interference, restraint, coercion, or reprisal.

2. Definition

A grievance is defined as a complaint of an employee with status in the classified service of the county relating to a dispute over the interpretation of a provision of the current Memorandum of Understanding. Performance evaluations and written warning notices are not subject to the grievance procedure. Employees are entitled to provide a written response to a performance evaluation or a written warning notice.

This procedure shall not be used in cases covered by State or Federal law, Personnel System Rules Section XIII and XIV (Personnel Actions and Appeals). Step 3.B.III of this procedure shall be available only to employees who have obtained permanent status in the classified service of the county.

3. Procedure

a. Informal Grievance Procedure

The informal procedure must be exhausted before an employee may initiate the formal procedure. Within ten (10) working days of the event giving rise to a complaint, or of the date the employee could reasonably be expected to have known about the such event, the employee shall informally present the complaint to their immediate supervisor for resolution. The supervisor shall have five (5) working days to respond. If the employee is dissatisfied with the response to the complaint, or if no response is provided, the employee may, within five (5) working days after the response was due, submit the complaint as a formal grievance following the following procedure.

b. Formal Grievance Procedure

The grievant (employee) may be represented by a person of his/her choice at any step of this procedure.

Step I – The grievance shall be formally submitted to the immediate supervisor in writing on the form provided for this purpose, clearly stating the nature of the grievance and giving time, place,

other persons involved, and any other pertinent information. The immediate supervisor shall, within five (5) working days of receipt of the grievance, supply an answer in writing to the grievance explaining clearly their decision, proposed action, and reasons therefore.

Step II – Should the grievant be in disagreement with the written answer from the immediate supervisor, they may, within three (3) working days of receipt of such written answer, appeal in writing to the Department Head. (Note: In the event, the department in which the grievant is employed has one or more supervisory/management levels between the grievant's immediate supervisor and the Department Head, Step I of this procedure shall be followed at each level). The Department Head shall confer with the grievant and prior level(s) of supervision involved in an attempt to affect a harmonious solution. After fully investigating the matter, the Department Head shall reply in writing within five (5) working days following receipt of such written appeal, stating the action and the reasons, therefore.

Step III – If the grievance is not resolved within the department, the grievant may, within three (3) working days after receipt of the department head's written decision, appeal in writing to the County Administrative Officer. The County Administrative Officer shall respond within 10 days of receipt of the grievance, and shall provide the grievant a progress report on the status of the appeal at least once every 30 days until the appeal is concluded.

The employee organization designee shall be granted release time to participate in Grievance Panel activities.

4. **Handling during Working Hours**

Grievances shall be handled during normal working hours whenever possible. The grievant shall be given release time as may be reasonable and necessary to properly present their grievance.

5. **Time Limits**

Every effort should be made to complete action within the time limits contained in this procedure. For good cause shown, however, the Grievance Panel may grant an extension of time not to exceed ten (10) working days for any person to take any action under this procedure.

6. **Grievance Filing**

The Office of Administration/HR shall serve as the repository for all grievances filed, regardless of the step in this procedure at which each is resolved.

7. **Appeal Hearing**

- A. Upon receipt of a written notice of appeal, the County Administrative Officer shall check it as to form and timeliness and shall then select the county representative of the Labor Relations Committee. The appellant shall notify the County Administrative Officer with the name of their representative to the committee. The two committee members shall jointly request a list of 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 Hearing Officer. If the parties are unable to agree on a name, the hearing Officer shall be selected by alternately striking a name from the list with the first option to strike determined by lot. Any cost of the service of the Hearing Officer shall be shared equally by the parties.

- B. The hearing shall be conducted before the Hearing Officer as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross-examine opposing witnesses, and be represented and with findings to support the decision.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to relying in the conduct of serious affairs. Failure to enter a timely objection to evidence constitutes a waiver of the objection. Upon request of any party, the hearing officer will issue subpoenas and subpoena duces tecum.

- 1) Findings. The hearing officer shall issue a written decision and findings which shall be final and binding.
- 2) Appeal to the courts. Should the employee or the county choose to appeal the decision to the courts, said appeal or writ shall be filed within ninety (90) days of the date of the decision of the Hearing Officer.

ATTACHMENT C

DISCIPLINARY PROCEDURES: AUTHORITY AND CAUSE FOR DISCIPLINE

1. An appointing authority may, for cause, impose discipline on an employee occupying a permanent position, providing, however, that the Department of Social Services employees are excluded from the disciplinary provisions of this chapter.
2. Employees may be disciplined for any cause, including, but not limited to:
 - a. Omission or willful misrepresentation of a material fact or other fraud in securing employment;
 - b. Incompetence;
 - c. Inefficiency;
 - d. Inexcusable neglect of duties;
 - e. Insubordination;
 - f. Dishonesty;
 - g. Improper use of drugs, including drunkenness on duty, use of drugs while on duty, incapacitation for the proper performance of duties by prior use of drugs. The term “drugs” shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;
 - h. Willful disobedience;
 - i. Misuse of county property;
 - j. Inconsistent, incompatible, or conflicting employment, activity, or enterprise;
 - k. Violation of a departmental rule or county policy or regulation;
 - l. Neglect or willful damage to public property or waste of supplies or equipment;
 - m. Excessive absenteeism

TYPES OF DISCIPLINARY ACTION

1. Major discipline shall include:
 - a. Suspension of more than five (5) days
 - b. Demotion, including salary step reductions
 - c. Reduction in compensation
 - d. Dismissal
2. The following actions shall not be considered disciplinary actions:
 - a. Verbal reprimands
 - b. Written reprimands
 - c. Employee performance evaluations

IMPOSING DISCIPLINARY ACTION

1. The county recognizes the concept of progressive discipline, and it is understood that progressive discipline will be utilized whenever appropriate. When a Department Head intends to impose disciplinary action on a permanent employee that involves suspension, demotion, reduction in compensation, or dismissal, the following procedures shall be followed. This shall in no way abridge, delete or alter such rights as public safety employees receive according to the Public Safety Officer Procedural Bill of Rights Act.
 - a. The Department Head shall issue a written notice of the proposed action to the employee which shall contain the following:
 - 1) The employee's name and address
 - 2) Classification
 - 3) Proposed action
 - 4) The reason for the such proposed action
 - 5) A statement that copies of the materials upon which the proposed action is based are attached or available for inspection upon request
 - 6) A notice that the employee has a right to respond to the charges, either orally, or in writing, to the Department Head initiating the action
 - 7) The date and time by which the employee must respond to the charges so that they may be considered before the proposed action is executed
 - 8) The date and time at which the proposed action is to take place

The written notice shall either be given to the employee in person or mailed. If mailed, the notice shall be deemed to have been received three (3) calendar days after the date of mailing by the county.

- b. After the date established for an employee to respond to the charges has passed, and the Department Head had duly considered the evidence provided, the Department Head may decide to:
 - 1. Follow through with the proposed action as stated
 - 2. Modify the proposed action
 - 3. Rescind the proposed action
- c. After completion of the review process as outlined above, a Department Head still wishing to impose a suspension, demotion, reduction in compensation, or dismissal, shall issue a notice in writing stating:
 - 1. A description of the disciplinary action taken and its effective date or dates;
 - 2. The reason for such action;
 - 3. A statement advising the employee of the right to appeal said action and the time within which the employee must file the appeal.

The written notice shall either be given to the employee in person or mailed. If mailed, the notice shall be deemed to have been received three (3) calendar days after the date of mailing by the county.

- 2. The results of disciplinary actions shall be placed in the employee's personnel file if discipline is sustained.
- 4. In certain unusual situations, it may be in the best interests of the county and the department in which an alleged violation has occurred that an employee remains away from their work location while the procedures outlined above are being implemented. A Department Head may place an employee on leave with pay. Leave with pay shall only be used where the alleged violation is of such a nature that the operation of the county and the department would be better served with the employee away from the work site.

APPEAL OF DISCIPLINARY ACTION

1. The employee acted against, may within ten (10) workdays after service on the employee or mailing to the employee, of the order, appeal through the Clerk to the Board to the labor Relations Committee from such order, which appeal shall be in writing. The clerk to the Board shall check it as to form and timeliness then refer the appeal to the Office of Administration/HR for hearing.

APPEAL HEARING

1. Upon receipt of a written notice of appeal, the Office of Administration/HR shall then select the county representative of the Labor Relations Committee. The appellant shall notify the Office of Administration/HR with the name of their representative to the committee. The two committee members shall 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 Office of Administration/HR of the name of the selected Hearing Officer. The Office of Administration/HR will then notify the State Conciliation Service of the selection. If the parties are unable to agree on a name, the hearing Officer shall be selected by alternately striking a name from the list with the first option to strike determined by lot. The Labor Relations Committee shall within fifteen (15) working days from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of hearing at least five (5) working days in advance thereof. The time limits herein imposed may be extended by mutual consent of the parties.

Any cost of the service of the Hearing Officer shall be shared equally by the parties.

2. The hearing shall be conducted before the Hearing Officer as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross-examine opposing witnesses, be represented, and require findings to support the decision. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to relying in the conduct of serious affairs. Failure to enter a timely objection to evidence constitutes a waiver of the objection. Upon request of any party, the Hearing Officer will issue subpoenas and subpoena duces tecum.
 - a. Findings. The Hearing Officer shall issue a written decision and findings which shall be final and binding.
 - b. Appeal to the courts. Should the employee or the county choose to appeal the decision to the courts, said appeal or writ shall be filed within ninety (90) days of the date of the decision of the Hearing Officer.

ATTACHMENT D
ZERO TOLERANCE POLICY
AGAINST HARASSMENT

The County of Modoc will not tolerate any form of harassment, including sexual harassment, in the workplace. Any employee engaging in harassment will be subject to disciplinary action, up to and including termination.

Retaliation against a person for filing a harassment charge or making a harassment complaint will also not be tolerated. Any employee found to be retaliating against another employee will be subject to disciplinary action, up to and including termination.

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I. PURPOSE OF THE POLICY

The purpose of this policy is to restate and reaffirm that, according to Federal and State law and county policy, the county will take all reasonable steps to prevent, prohibit, and take appropriate action against harassment in the workplace. The policy also clarifies what constitutes harassment, and explains the procedures involved in investigating and resolving harassment complaints. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

II. STATEMENT OF INTENT

The County of Modoc recognizes that our success depends upon our employees. All employees deserve to perform their jobs in a workplace that is free from harassment, where each individual is a respected member of the team and is allowed to function at their highest potential. When one employee harasses another, they violate the rights of that person to perform their job under safe and secure conditions. Harassment undermines individual and team achievement and damages employee morale. It is unacceptable behavior for any county employee and will not be tolerated in any form.

III. ZERO TOLERANCE

The county is committed to providing a workplace free of all types of harassment, including but not limited to, those based on:

- Sex (including harassment based on gender, pregnancy, childbirth, or related medical conditions);
- Race;
- Color;
- Religion;
- National origin;
- Ancestry;
- Age;
- Physical disability;
- Mental disability;
- Medical condition;
- Marital status;
- Sexual orientation;
- Family care or medical leave status;
- Veteran status;
- Original hairstyle;

As the legal standards and consequences of harassment are constantly evolving, the county policy is one of “zero tolerance”. This means that our policy prohibits all harassment, even if it may not be considered illegal. This is because the county strongly believes that all employees deserve to be treated with respect, dignity, and professionalism. It does not matter whether or

not an accused employee intended to offend another employee, or whether they believed their comments or actions were welcomed by another employee. The county policy is violated whenever an employee, either as a recipient or as an observer, is offended by comments, behavior, or material which is based on those protected harassment categories outlined above.

Any employee(s) may be victims of sexual and other forms of harassment by harassers of either gender. Harassment can occur between a supervisor and subordinate, between co-workers, or between an employee and an outside vendor or citizen. Under this “zero tolerance” policy, the county will not tolerate any harassment of its employees by any person encountered in the workplace, including co-workers, supervisors, managers, Board of Supervisor members, Board or Commission members, vendors, or citizens. Any employee engaging in harassing behavior that is found to violate this policy will be subject to disciplinary action, up to and including termination.

In addition, any retaliation against an employee for making a harassment charge, filing a harassment complaint, or participating in a harassment investigation will not be tolerated and will be taken as seriously as harassment itself. Any employee engaging in retaliatory behavior which is found to violate this policy will be subject to disciplinary action, up to and including termination.

IV. DEFINITION OF HARASSMENT

Both Federal and State law recognize two kinds of sexual harassment, the second of which encompasses other types of harassment as well. They are:

- “Quid Pro quo” Harassment – This type of harassment occurs when submission to some form of unwelcome sexual advance is used either as a condition of employment or as the basis for employment decisions affecting an employee. This could range from receiving a poor performance evaluation after refusing to date the reviewer, to sexual favors being requested in exchange for a promotion. Quid Pro Quo harassment can only be engaged in by an employee in a position of authority over the complainant.
- “Hostile Environment” Harassment – This type of harassment occurs when unwelcome verbal, physical, and/or visual conduct based on any of the protected harassment categories has the purpose or effect of unreasonably interfering with an individual’s work performance, or when such conduct creates an intimidating hostile or offensive work environment. The prohibited conduct need not be directed specifically at an employee for a hostile environment to exist and typically involves more than a single incident or event. This is a much broader category and examples of this type of harassment include, but are not limited to the following:
 - a. Repeated requests for dates, by either the same or the opposite gender;
 - b. Making derogatory comments or telling jokes or stories about minority groups, ethnicities, or nationalities, such as “black, Irish, Polish or Arab, “etc.;
 - c. Making “limp hand” gestures or walking in a mincing way about a person’s sexual orientation;

- d. Belittling religious beliefs, such as telling Catholic jokes regarding birth control or advancing religious stereotypes, such as that Jews are stingy; making references to an employee's age, such as that they are too young and inexperienced to do their job, or too old to understand a new concept;
- e. mimicking an accent or physical condition, such as a limp;
- f. ridiculing cultural clothing, such as a turban, hairstyles, such as corn rows or dreadlocks;

It is important to note that these types of behavior are not only harassing but are also simply discourteous. Employees are individuals, and their individuality is expressed in a variety of ways. Feeling comfortable with that expression leads to better job performance for all employees.

V. EXAMPLES OF PROHIBITED HARASSING CONDUCT

- **Verbal Harassment** - Consists of such things as making or using unsolicited and unwelcome derogatory epithets ("name-calling"), comments, slurs, or jokes based on any of the protected harassment categories. Conduct includes inappropriate sexually-oriented comments on appearance, including dress or physical features; sexually-oriented noises; questions about an employee's sexual practices; telling racially-oriented stories or using ethnic slurs; verbal sexual advances or propositions; verbal abuse; or making threats of reprisal after a negative response to sexual advances.
- **Physical Harassment** – Consists of such things as unwelcome touching, impeding or blocking movement, and/or physical interference with normal work or movement when directed at an individual based on any of the protected harassment categories. Conduct includes pinching, hitting, pushing, poking with a finger, brushing against another's body, grabbing, patting, physical propositioning, leering, making sexual gestures, or making explicit or implied job threats or promises in return for submission to physical and/or sexual acts.
- **Visual Harassment** – Consists of such things as sexually suggestive or obscene letters, notes, greeting cards, or invitations; displaying of sexually suggestive or derogatory objects, posters, notices, bulletins, cartoons, or drawings based on any of the protected harassment categories; staring at an employee's anatomy; mooning; unwanted love letters or notes.
- **Sexual Favors** – Consists of such things as unwanted sexual advances; requests for sexual favors; repeated requests for dates after refusals; and other verbal or physical conduct of a sexual nature which is conditioned upon an employment

benefit, unreasonably interferes with an individual's work performance, or creates an offensive work environment.

In California, whether or not a particular behavior is offensive is decided from the perspective of a "reasonable person." In other words, if a reasonable person would consider the conduct to be harassing, then it is. If an employee has any doubt as to whether any of their conduct might be considered harassment under this standard, they should stop the conduct immediately.

VI. COMPLAINT AND INVESTIGATION PROCEDURE

Employees are encouraged, whenever possible, to let a person know if the employee has said or done something which the employee finds offensive or unwelcome. Many potential complaints can be resolved in this way.

However, if an employee does not want to speak directly to the alleged harasser, or if the employee has done so and the harassment has continued, the employee may initially report the allegedly harassing conduct to any of the following, either orally or in writing:

- Employee's immediate supervisor (an employee is not required to make a complaint to their immediate supervisor if that person is the individual about whom the employee is making the complaint).
- Any supervisor within the employee's department
- Employee's Department Head
- County Administrative Officer

Employees may also, if desired, consult with an employee association representative, if applicable.

Employees should promptly report harassment complaints so that a timely and effective investigation can be conducted and a resolution can be quickly reached. Any supervisor or Department Head who receives a harassment complaint shall notify the County Administrative Officer immediately. It is important to note that, once notified of a potential sexual harassment complaint, the county has a legal obligation to investigate the circumstances, regardless of whether the harassed employee has filed a complaint.

Upon notification of a harassment complaint, the County Administrative Officer shall:

- Provide a copy of this policy to the complainant, the accused harasser, and any other applicable persons;
- Authorize and implement an immediate, effective, thorough, and objective investigation of the complaint.

Although the county will make every reasonable effort to maintain confidentiality for the benefit of both the complainant and the accused, complete confidentiality cannot be guaranteed. To conduct a full and fair investigation, the accused harasser will be informed of the identity of the complainant, and each employee interviewed will be admonished to maintain confidentiality regarding the investigation or be subject to disciplinary action. To the greatest extent possible, the county will limit access to the information contained in the complaint and obtained during the investigation process to those persons who need it to complete the investigation or to take appropriate disciplinary action or other forms of resolution.

Interviews will be held with (1) the complainant; (2) the accused harasser; and (3) any other persons the County Administrative Officer has reason to believe may have relevant knowledge concerning the complaint, which may include employees who have experienced knowledge concerning the complaint, which may include employees who have experienced similar conduct. During their interview, the complainant may specify the type of relief they feel is warranted from the alleged harasser, and this will be considered in evaluating the complaint and in determining the appropriate disciplinary action if the charge is confirmed.

- Review factual information gathered through the investigation process; determine whether a violation of this policy has occurred, considering all the factual information, and the totality of circumstances, including the nature of the verbal, physical, visual, or sexual conduct and the context in which the alleged conduct occurred.
- Promptly report the results of the investigation and the determination as to whether this policy has been violated to appropriate persons, including the complainant, the alleged harasser, the supervisor, the Department Head, and as appropriate, to all others directly concerned.
- If a violation of this policy has been established, the County Administrative Officer shall take prompt and effective discipline against the harasser, in keeping with the severity of the offense.
- If discipline is imposed, this will be communicated to the complainant, however, to protect the privacy rights of the accused, the complainant will not be told what the specific disciplinary action was. The nature and severity of the discipline will vary depending upon the nature and severity of the harassment, whether or not the employee was in a supervisory or management position, any history or misconduct, and the County Standards of Employee Conduct.
- If the harassment charge is confirmed, take reasonable steps to protect the complainant and/or other employees from any further harassment.
- Take reasonable steps to protect the complainant and/or other employees from any retaliation as a result of the complaint or investigation.

VII. MANAGER AND SUPERVISOR RESPONSIBILITIES

Management and supervisory employees are responsible for ensuring that the work environment is free from harassment by:

- Informing all employees under their direction of the county policy and complaint procedure;
- Reporting any incidences of harassment to their Department Head and the County Administrative Office; and
- Based on the findings of the investigation, implementing, or assisting in the implementation of, any actions necessary to prevent further harassment from occurring

Management and supervisory employees may be held personally liable if they do not take corrective action to resolve harassment situations when they knew or should have known that a harassing condition existed.

Examples of situations where it will be assumed a management or supervisory employee knew of harassment include, but are not limited to:

- If a complaint is reported to them, but they do not take it seriously;
- If they discourage an employee from filing a complaint;
- If a complaint is made and they refuse to accept it; or
- If they do not notify the County Administrative Office and their Department Head when a complaint is made.

Examples of situations where it will be assumed a management or supervisory employee should have known of harassment include, but are not limited to:

- If they did not take action on a questionable situation to determine if sexual harassment was or is occurring, or when found to be occurring, did not stop it.

VIII. RETALIATION

Employees have the right to complain about the harassment without fear of retaliation. Any retaliation against an employee for making a harassment charge, filing a harassment complaint, or participating in a harassment investigation will not be tolerated and will be taken as seriously as harassment itself. Any employee found to be retaliating against another employee will be subject to disciplinary action, up to and including termination.

Examples of retaliation include:

- A supervisor gives a poor performance evaluation to a complainant after they file a harassment charge against them.
- A complainant finds notes on their car's windshield with the word "snitch" on them.

- An employee who participated in a harassment investigation is shunned by the co-worker friends of the accused harasser.

An employee who believes that they are being, or has been, retaliated against for complaining about harassment or participating in a harassment investigation should promptly notify the County Administrative Office or their immediate supervisor. (Again, if the employee engaging in the retaliation is the immediate supervisor, the complainant would notify another supervisor or management employee, or go directly to the County Administrative Office).

Complaints of retaliation will be investigated in the same manner as harassment complaints. Any employee engaging in retaliatory behavior which is found to violate this policy will be subject to disciplinary action, up to and including termination.

Conversely, an employee who knowingly files a false claim of harassment against another employee or against another person contacted in the course of employment, or who knowingly supports or participates in the furtherance of a false claim, will be subject to disciplinary action, up to and including termination.

IX. DUTY TO COOPERATE IN THE INVESTIGATION PROCESS

To promptly and fairly resolve harassment complaints, every county employee must cooperate in the county's investigation of alleged harassment or retaliation. Failure to cooperate, deliberately providing false information, or withholding information during an investigation shall be grounds for disciplinary action, up to and including termination.

X. DISTRIBUTION OF POLICY

All current employees, newly hired employees, volunteers, members of the Board of Supervisors, and Board and Commission members shall be provided with a copy of this policy.

Any questions regarding harassment and/or this complaint procedure should be directed to the Office of Administration/HR at 530-233-7660.

ATTACHMENT E

Policy for the Prevention of Violence in the Workplace

The County of Modoc will not tolerate any form of verbal or physical violence in the workplace or any work-related activities. Any employee engaging in such violence will be subject to disciplinary action, up to and including termination.

In addition, any retaliation against an employee for reporting violence or potentially violent behavior, or for participating in a subsequent investigation, will not be tolerated. Any employee engaging in retaliatory behavior which is found to violate this policy will be subject to disciplinary action, up to and including termination.

POLICY FOR THE PREVENTION OF VIOLENCE IN THE WORKPLACE**TABLE OF CONTENTS**

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I. PURPOSE OF THE POLICY

The purpose of this policy is to affirm the county's commitment to providing a safe workplace free from violence and to do whatever is necessary to prevent, prohibit and take appropriate action against violence in the workplace. All employees, volunteers, Board or Commission members, vendors, citizens, or anyone else at county worksites or activities are specifically prohibited from behaving in a violent or threatening manner. This policy clarifies what constitutes violence in the workplace, and explains the procedures involved in investigating and resolving any risk to workplace safety.

II. STATEMENT OF INTENT

All employees deserve to perform their job under safe and secure conditions in a workplace free of violence. The County of Modoc recognizes that workplace violence is a growing concern among employers and employees across the country, and believes the prevention of workplace violence begins with recognition and awareness of potential early warning signs. This policy is violated whenever any person engages in behavior that is specifically described herein, and the county will respond immediately to any situation that presents the possibility of violence.

In addition, any retaliation against an employee for reporting violent or potentially violent behavior, or participating in a subsequent investigation, will not be tolerated. Any employee engaging in retaliatory behavior which is found to violate this policy will be subject to disciplinary action, up to and including termination.

III. DEFINITION OF WORKPLACE VIOLENCE

Workplace violence consists of violent or potentially violent verbal or physical acts which occur on an employer's premises and/or at other locations where employees are engaged in work-related activities, either as a condition of employment or for other reasons. For this policy, the intention of a person engaging in such acts is not relevant; rather it is how those acts are perceived which will determine whether an act of workplace violence has occurred.

IV. EXAMPLES OF PROHIBITED VIOLENT OR POTENTIALLY VIOLENT CONDUCT

Examples of workplace violence include, but are not limited to:

- Threats of any kind – Violence in the workplace is not limited to physical acts. Verbal threats such as, "I'll make you pay for this," or "You'll be sorry!" whether or not such comments are accomplished by any physical component, undermine workplace safety and security.

- Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others – May include physically dominating or “bullying” someone, whether touching them or not, such as looming over them, blocking their path, etc., or shoving, pushing, striking, or otherwise physically assaulting or harming someone, with or without the use of a weapon or other object.
- Other behavior that suggests a propensity toward violence – May include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage, of county property, or a demonstrated pattern of refusal to follow county policies and procedures, or to maintain effective working relationships with county employees and others contacted in the course of work.
- Vandalism or other destructive acts – This may include defacing county property or causing physical damage to county property and/or facilities.
- Carrying weapons – Except for authorized Sheriff Personnel, bringing weapons, firearms, or other potentially harmful devices of any kind on county premises, in county parking lots, while conducting county business, or while involved in any county-related functions, is prohibited.

V. EMPLOYEE ASSISTANCE PROGRAM

Any employee who believes that they may have a problem that could lead to the type of violent behavior described above is encouraged to use the county Employee Assistance Program (EAP). The EAP is a confidential counseling service that is available to all regular full-time employees and their eligible family members (temporary employees should contact their supervisor, Department Head, or Risk Management to determine what assistance is available to them). Counseling through the EAP can assist in resolving emotionally difficult issues, marital and family conflict, stress, chemical dependency, conflicts at work, and other types of personal concerns. The EAP counselor can help to clarify a problem and develop a plan for its resolution, by providing information to you over the phone and/or arranging for you to meet with a local counselor. EAP services are paid in full for the employee up to a total of six (6) hours of counseling per calendar year. For more information about reaching the EAP, please obtain a brochure from your supervisor or the County Office of Administration.

VI. REPORTING VIOLENT OR POTENTIALLY VIOLENT SITUATIONS

If an individual observes or otherwise becomes aware of any of the above-listed actions or behavior by any person in the workplace, they are to notify the Office of Administration/HR immediately. Further, employees should notify the Office of Administration/HR whenever a restraining order has been issued, or if a violent or potentially violent non-work-related situation exists which could result in violence in the

workplace. The Office of Administration/HR will then begin an appropriate investigation into the allegations of threats or violence.

VII. INVESTIGATION PROCEDURE

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the county will inform the reporting individual of the results of the investigation. To the greatest extent possible, the county will maintain the confidentiality of the reporting individual and the investigation, but it may be necessary to disclose results in appropriate circumstances, for example, to protect the safety of the person(s) involved. The county will not tolerate retaliation against any employee who reports potential or actual workplace violence.

VIII. CORRECTIVE ACTION AND DISCIPLINE

If the county determines that workplace violence has occurred or may occur, appropriate corrective action will be taken and appropriate discipline will be imposed on any offending employees. The discipline taken will depend on the particular facts involved but may include verbal or written warnings, suspension, or termination. In addition, the county may send an employee for a fit-for-duty evaluation at any time if it is felt that such action is necessary.

IX. RETALIATION

Individuals must report potential or actual violence in the workplace for the county to resolve these situations. Any retaliation against an employee for reporting violent or potentially violent behavior, or participating in a subsequent investigation, will not be tolerated. Any employee engaging in retaliatory behavior which is found to violate this policy will be subject to disciplinary action, up to and including termination.

X. DUTY TO COOPERATE IN THE INVESTIGATION PROCESS

To promptly and fairly resolve workplace violence complaints, every county employee should cooperate in the county investigation of alleged violence or retaliation. Failure to cooperate, deliberately providing false information, or withholding information during an investigation shall be grounds for disciplinary action, up to and including termination.

XI. DISTRIBUTION OF POLICY

All current employees, newly hired employees, volunteers, members of the Board of Supervisors, and Board and Commission members shall be provided with a copy of this policy.

Any questions regarding violence in the workplace and/or this policy should be directed to the county Office of Administration/HR at 530-233-7660.

ATTACHMENT F

SUBSTANCE ABUSE POLICY

I. Introduction

Modoc County and its employees recognize that behavior resulting from the misuse of alcohol and/or other drugs may detrimentally affect work performance, safety, and public confidence in the county's workforce, and may present a risk to county employees and the health and welfare of the citizens of Modoc County.

In recognition of the public service responsibilities entrusted to the employees of the county, and because drug and alcohol usage can hinder a person's ability to perform duties safely, efficiently, and effectively, the Modoc County Board of Supervisors adopt the following policy.

II. Purpose

This policy sets the general terms and conditions of the Modoc County Substance Abuse Policy which applies to all county employees. In addition to the provisions of the general county policy, certain employees in specially funded programs or specific classifications are also covered by the following legislated requirements as outlined in this policy.

- Federal Drug-Free Workplace Act of 1988
- California Drug-Free Workplace Act of 1990
- US Department of Transportation (DOT) Omnibus Transportation Employee Testing Act of 1991

If any provisions of this policy conflict with the above-referenced laws, the legislated requirements will take precedence.

III. Policy

Modoc County is committed to providing a safe and healthy work environment for all employees and is dedicated to ensuring dependable and efficient services to the community. To this end, it is the policy of Modoc County to:

1. Provide a workplace free from the adverse effects of drug and alcohol abuse or misuse;
2. Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
3. Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace; and
4. Encourage employees to seek professional assistance if drug and/or alcohol abuse or dependency adversely affects their ability to perform assigned duties.

A. Use of Medically Prescribed or Other Medication and Drugs

Use of legal, medically prescribed medications and drugs is not per se a violation of this policy. However, an employee taking medication that could interfere with the safe and effective performance of duties or the operation of county vehicles or equipment must inform their supervisor of the use of such medication before beginning work. It is the employee's responsibility to know of the impairing effects of prescribed medication. Failure to inform the supervisor of a known impairment may result in discipline, up to and including dismissal. If there is a question about an employee's ability to safely and effectively perform duties while using prescribed medications, the county may require that the employee provide a statement from the prescribing physician regarding the possible side effects and any work restrictions which may apply. Employees found to be using medications or drugs not prescribed for them specifically which affect their ability to perform the functions of their position may face disciplinary action, up to and including dismissal.

B. Use of Non-Prescription, Over-the-counter Drugs or Medications

An employee using non-prescription, over-the-counter drugs or medications, such as allergy, cold, or pain relief medications, must inform their supervisor if the employee experiences symptoms from the drugs which could interfere with the safe and effective performance of duties or the safe operation of county vehicles or equipment. It is the employee's responsibility to know of the impairing effects of an over-the-counter drug. Failure to inform the supervisor of a known impairment may result in discipline, up to and including dismissal.

C. Right to Search county Worksites and Property

The county reserves the right to search, without employee consent, all areas and property in which the county maintains full control or joint control with the employee to detect the suspected presence of alcohol or illegal drugs. (All searches applying to sworn personnel shall be consistent with Government Code Section 3309 –Police Officer's Bill of Rights.) The county may notify the appropriate law enforcement agency that an employee may have illegal drugs in their possession or an area not fully or jointly controlled by the county. Areas in which the county maintains full control include, but are not limited to, all county-owned properties, buildings, and county-owned vehicles and equipment. Areas jointly controlled by the county and the employee include, but are not limited to, desks, lockers, file cabinets, office cabinets, and bookshelves.

D. Drug Testing of Applicants and/or Employees

The county may require pre-employment drug testing of certain classifications. Employees suspected of being under the influence of drugs or alcohol may be required to submit to “reasonable suspicion” testing. Refer to Sections IV and VI of this policy for additional information about pre-employment and reasonable suspicion drug testing.

E. Consequences of Violation of the Policy

Violations of this policy may be grounds for disciplinary action, up to and including dismissal. Refusal to submit immediately to an alcohol and/or drug test when requested by county management or law enforcement personnel, failure to cooperate during testing, or any acts taken by the employee to negate testing procedures may constitute insubordination and may be grounds for disciplinary action, up to and including termination of employment.

F. Employee Assistance Program

Employees are strongly encouraged to seek professional assistance if they have a drug or alcohol problem. Modoc County provides all employees with the services of an Employee Assistance Program (EAP). The EAP is a voluntary, confidential, limited counseling service that can help employees acquire counseling and/or treatment for substance abuse problems. Employees can contact the Office of Administration/HR or their Department Representative for a brochure describing the EAP and how to access the counseling services.

G. Accommodation

The county will endeavor to provide reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under applicable law or when employees voluntarily recognize that they have a drug/alcohol problem and seek treatment. However, any employee found to violate this policy may still be subject to disciplinary action, up to and including dismissal, regardless of the employee’s leave status or participation in a treatment or rehabilitation program.

H. Training for Supervisors and Managers

The county will provide training for supervisors and managers who have the authority to institute reasonable suspicion actions to recognize the signs and symptoms of the misuse of alcohol or drugs.

IV. Application

This policy applies to all employees of Modoc County. However, employees in certain bargaining units may have additional written agreements regarding drug and/or alcohol

testing which apply to members of their units. Copies of applicable agreements are available from the Office of Administration/HR.

A. Drug-Free Workplace Acts

All departments of the county receiving Federal and/or State grants are specifically required to comply with the Drug-Free Workplace Acts, provisions of which are incorporated herein. The Drug-Free Workplace Acts define a “drug-free workplace” as any site for the performance of work done in connection with a specific grant at which employees of the grantee are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance. It is the responsibility of the affected department's Workplace Acts.

B. U.S. DOT Omnibus Transportation Employee Testing Act of 1991

Employees in certain “safety-sensitive” classifications who are required to possess a commercial driver’s license (Class A or Class B) are covered under the Federal Omnibus Transportation Employee Testing Act of 1991. These employees must submit to pre-employment, random, reasonable suspicion, post-accident, and return-to-work drug and/or alcohol testing as a condition of employment. (A separate County policy will be distributed to employees covered by the provisions of this law.)

C. Pre-Employment Drug testing of Non-DOT Classification

The county may require pre-employment drug testing of certain other non-DOT classifications before an offer of employment can be confirmed. Applicants for these positions will be given advance notice in recruitment notices of the drug testing requirement. Applicants who refuse to submit to testing or who do not have a verified negative test are not entitled to a second test or re-test of the specimen.

At the discretion of the Office of Administration/HR, applicants who refuse to submit to testing or who do not have a verified negative test will:

- (1) Be removed from the eligibility list, and
- (2) May be reconsidered for appointment after 90 days have elapsed since the original test was ordered or conducted.

Testing or re-testing will be required if a new conditional offer of employment is made.

Employees who request to transfer from classifications that do not require pre-employment drug testing before a conditional offer of employment can be confirmed.

V. Employee Responsibilities

Employees shall:

- A. **Not** report to work or be subject to duty while their ability to perform job duties is impaired due to on or off-duty alcohol or drug use.
- B. Not possess, use, or be under the influence of alcohol or drugs (illegal drugs and legal drugs without a prescription) during working hours, while on standby, during meal periods or breaks, while operating county equipment, while driving a county vehicle or using a personal vehicle on county authorized business, or at any time while on county property. (This does not include sworn law enforcement personnel who may, while in the necessary performance of their duties, have legal or illegal drugs.)
- C. Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or standby.
- D. Submit immediately to an alcohol and/or drug test when under reasonable suspicion by a trained department supervisor, management representative, or law enforcement representative.
- E. Notify their supervisor, before beginning work or when contacted for on-call, when taking any medications or drugs, prescription or non-prescription, or alcohol, which may interfere with the safe and effective performance of duties or operation of county vehicles or equipment.

VI. Management Responsibilities and Guidelines

The County of Modoc affirms the need to protect individual dignity, privacy, and confidentiality throughout the administration of this policy. The county shall assure the fair and equitable application of this policy. Therefore, supervisors and managers are required to administer all aspects of this policy in an unbiased and impartial manner. Any employee who believes they have been unfairly treated in the administration of this policy may use the county's grievance procedure.

A. Guidelines for Reasonable Suspicion Drug Testing

Managers and supervisors may require that an employee submits to a drug or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is under the influence of drugs or alcohol while on the job or in an on-call status.

“Reasonable suspicion” is a belief based on objective facts to lead a supervisor to suspect that an employee is under the influence of drugs or alcohol to such an extent that the employee’s ability to perform the functions of the job is impaired or the employee’s ability to perform their job safely is reduced.

For example, any of the following, alone or in combination, without other reasonable explanation may create reasonable suspicion:

1. Noticeably slurred or incoherent speech;
2. The odor of an alcoholic beverage on the breath;
3. Unsteady walking and movement;
4. An accident involving a county vehicle or property;
5. Unusual or disheveled appearance (i.e.; glassy or bloodshot eyes, torn or dirty clothing);
6. Unusual or irrational behavior, especially if directed at another employee or the public;
7. Possession of alcohol or drugs;
8. Information received from a reliable person, such as another employee or private citizen, who directly witnesses an act in violation of this policy.

Any manager or supervisor requesting an employee to submit to a drug or alcohol test will document in writing the facts which caused reasonable suspicion that the employee in question was intoxicated or under the influence of drugs.

Following the notification to an employee that they are under reasonable suspicion of drug and/or alcohol use in violation of this policy, the employee will be immediately relieved from duty and directed to submit to testing. Refusal to submit to reasonable suspicion testing may result in disciplinary action, up to and including dismissal. The employee should be transported to the testing site at the earliest possible time by a supervisor or manager. In no case should an employee be allowed to leave the premises or drive themselves to the test site. If all attempts to provide transportation fail, the manager or supervisor should seek assistance from the appropriate law enforcement personnel.

B. Consequences of a Positive Test Result Following Reasonable Suspicion Testing

A confirmed positive test result from a drug and/or alcohol test will result in appropriate personnel action which may include disciplinary action, up to and including dismissal.

If a drug test is positive, the employee must provide, within 24 hours of the request, proof of a current prescription for the drug identified in the drug screen, if the employee is taking the identified drug under the orders of a physician. The prescription must be in the employee's name. If the employee does not provide acceptable proof of a prescription, if the prescription is not in the employee's name, or if the employee has not previously told their supervisor of potential impairment due to the use of medication, the employee will be subject to disciplinary action, up to and including dismissal.

If an alcohol or drug test is confirmed positive, the Office of Administration/HR, or designee, shall investigate to gather all available, pertinent information. Any disciplinary action will be carried out according to applicable county rules regarding disciplinary action. Any Personnel investigation or action will be separate and distinct from and shall not interfere with any concurrent law enforcement criminal investigation of the employee which may be taking place.

IV. Confidentiality

Laboratory reports or test results shall not be included in an employee's official personnel file. The Personnel Director will maintain this information in a separate, confidential file. However, reports of any disciplinary action taken as a result of drug and/or alcohol testing will be included in the employee's personnel file. The Personnel Director may disclose reports of test results to affected department management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when:

- (1) Judicial or administrative process compels by law the release of the information;
- (2) A formal dispute between the employer and the employee places the information at issue;
- (3) The information is to be used in administering an employee benefit plan;
or
- (4) Medical personnel need the information for the diagnosis or treatment of a patient who is unable to authorize disclosure.

Addendum A

Addendum A is stricken as of January 1, 2020. The parties agree that the Correctional Officer classifications shall thereafter be subjected to Article 7 and Article 8 of the MOU as it applies to hours of work and overtime.

RESOLUTION # 2023-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF MODOC
APPROVING OF THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPUTY SHERIFF'S ASSOCIATION (DSA) AND THE
COUNTY OF MODOC EFFECTIVE FROM RATIFICATION THROUGH
MARCH 31, 2026**

WHEREAS, the Deputy Sheriff's Association (DSA) is a recognized employee organization representing employees under the DSA Unit; and

WHEREAS, through open contract negotiations, the County and Association negotiators have reached a tentative agreement on the terms of a successor Memorandum of Understanding (MOU); and

WHEREAS, the County has satisfied its obligation under Government Code §3505 and the County Employee relations Policy to meet and confer over the terms and conditions of employment contained in the recommended successor Memorandum of Understanding (MOU).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves the Tentative Agreement setting the terms and conditions of the successor Memorandum of Understanding (MOU) between the County and UPEC, Local 792, a copy of which accompanies this Board item and is incorporated by reference herein; and

BE IT FURTHER RESOLVED that the terms and conditions of the Memorandum of Understanding shall be in full force and effect, as amended, from Ratification through March 31, 2026, except as specified otherwise in the Memorandum of Understanding (MOU).

PASSED AND ADOPTED by the Board of Supervisors of the County of Modoc, State of California, on the 14th day of March, 2023 by the following vote:

Motion Approved:

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Shane Starr, Supervisor District II

SECONDER: Ned Coe, Supervisor District I

AYES: Ned Coe, Supervisor District I, Shane Starr, Supervisor District II, Kathie Rhoads, Supervisor District III, Elizabeth Cavasso, Supervisor District IV, Geri Byrne, Supervisor District V



**BOARD OF SUPERVISORS
OF THE COUNTY OF MODOC**

Kathie Rhoads, Chair
Modoc County Board of Supervisors

ATTEST:

Tiffany Martinez
Clerk of the Board



A LAW FIRM FOUNDED ON THE
PRINCIPLE OF SERVICE

Side Letter of Agreement

County of Modoc
And

April 11, 2023

This Side Letter of Agreement is made and entered between the County of Modoc (County) and the Modoc County Deputy Sheriff's Association – Safety Unit (DSA). Collectively, the County and the DSA are referred to as the "Parties."

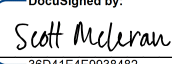
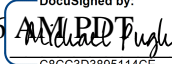
On March 14, 2023, per Resolution No. 2023-11, the Modoc County Board of Supervisors ratified the Parties' current MOU, for the term of March 14, 2023, through March 31, 2026.

Pursuant to Section 9.1.A of the MOU, the Parties agreed that effective the first full pay period following ratification of this MOU by the Board of Supervisors, all DSA classifications shall see a 12% increase in base wage, which shall constitute all salary increases during the term of this MOU. Payment of salaries for DSA classification was set forth the **Attachment A** to the MOU – Classification and Salary List.

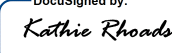
Subsequent to the approval of the MOU, it was discovered that the Parties had unintentionally omitted the Dispatcher II classification and salary range from the **Attachment A**. The purpose of this Side Letter of Agreement is to amend and replace the **Attachment A** to the MOU to include the Dispatcher II position, as attached hereto and incorporated herein.

In all other respects, the MOU remains unchanged.

IT IS SO AGREED:

<small>DocuSigned by:</small>  <small>36D41E4E9038482</small>	4/18/2023 9:46 AM PDT	<small>DocuSigned by:</small>  <small>C8CC3D3895114CE</small>	4/13/2023 12:37 PM PDT
Scott McLeran,	Date	Michael D. Pugh,	Date
Lead Negotiator County		Lead Negotiator for DSA	

ADOPTED:

<small>DocuSigned by:</small>  <small>C8CA0DF1EF0E430...</small>	4/13/2023 2:14 PM PDT
Kathie Rhoads, Chair	Date
of the Board of Supervisors,	
County of Modoc, State of California	

ATTEST:

DocuSigned by:

Tiffany Martinez

4/13/2023 | 12:06 PM PDT

QB39E01A7/F-1F4G6...

Tiffany Martinez,	Date
Clerk of the Board of Supervisors of the	
County of Modoc, State of California	

APPROVED AS TO FORM:

- DocuSigned by:

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Margaret Long

4/13/2023 | 1:05 PM PDT

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Margaret E. Long, Date
County Counsel, County of Modoc, State of California

Modoc County DSA Bargaining Unit

Attachment A: Classification and Salary List

Class Code	Class Description	Range	Salary Steps A-I
7022-001	Correctional Officer I	206	\$3,227 - \$4,768
7022-002	Correctional Officer II	216	\$3,388 - \$5,005
7022-005	Correctional Project Coordinator	228	\$3,595 - \$5,312
7122-004	Correctional Sergeant	256	\$4,133 - \$6,106
7022-004	Deputy Sheriff I	227	\$3,577 - \$5,285
7022-006	Deputy Sheriff II	242	\$3,855 - \$5,695
7122-012	Dispatch Supervisor	248	\$3,972 - \$5,868
7022-007	Dispatcher I	203	\$3,181 - \$4,700
7022-008	Dispatcher II	218	\$3,420 - \$5,053
7122-008	Sheriff's Patrol Sergeant	272	\$4,477 - \$6,614

Certificate Of Completion

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mpugh@mastagni.com

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Michael Pugh

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Scott McLeran

scott@prenticelongpc.com

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Signer Events	Signature	Timestamp
<p>Tiffany Martinez</p> <p>tiffanymartinez@co.modoc.ca.us</p> <p>Assistant County Administrative Officer/Clerk to the Board</p> <p>County of Modoc</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  0B89E01A7F1F4E6...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 172.76.9.250</p>	<p>Sent: 4/13/2023 12:05:36 PM</p> <p>Viewed: 4/13/2023 12:05:53 PM</p> <p>Signed: 4/13/2023 12:06:00 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Chester Robertson</p> <p>chesterrobertson@co.modoc.ca.us</p> <p>Executive Director</p> <p>Modoc Siskiyou Community Action Agency</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/25/2020 2:57:40 PM ID: acfbe0f5-454b-4ffc-bc1b-4c9a14b853ca</p>	COPIED	<p>Sent: 4/13/2023 12:05:37 PM</p> <p>Viewed: 4/18/2023 10:42:01 AM</p>
<p>Elizabeth Hallmark</p> <p>ehallmark@modocsheriff.us</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/24/2023 5:05:15 PM ID: c19e52ec-4856-44c4-bcbc-cdcecb7bb1c2</p>	COPIED	<p>Sent: 4/13/2023 12:05:37 PM</p> <p>Viewed: 4/13/2023 12:19:01 PM</p>
<p>Pam Randall</p> <p>hr@co.modoc.ca.us</p> <p>County of Modoc</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 4/13/2023 12:05:38 PM</p> <p>Viewed: 4/18/2023 12:57:02 PM</p>
<p>Tex Dowdy</p> <p>tdowdy@modocsheriff.us</p> <p>Sheriff-Coroner</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 4/13/2023 12:05:38 PM</p> <p>Viewed: 4/13/2023 3:20:04 PM</p>
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2023 12:05:38 PM
Certified Delivered	Security Checked	4/13/2023 12:05:53 PM
Signing Complete	Security Checked	4/13/2023 12:06:00 PM
Completed	Security Checked	4/18/2023 9:46:36 AM
Payment Events	Status	Timestamps
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