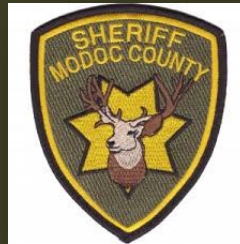


MODOC COUNTY

January 1, 2020 through June 30, 2021



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)



January 1, 2020 – June 30, 2021

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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”, pursuant 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 Sheriffs’ Department holding a regular, full-time position in a classification listed on 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 by reason of any existing or subsequently enacted constitutional or legislative provision or by 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 set forth 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 Sheriffs’ 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.

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. 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 any and 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 with regard to 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 for the purpose of processing grievances or contacting 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 prior to 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 which 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 work force 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 in accordance with requirements as determined by the Sheriff-Coroner and to establish and change work schedules and assignments upon reasonable notice and in accordance with 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 in accordance with 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 in accordance with 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 in accordance with 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 are not in contravention with this Agreement.
- q. To take any and 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 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 is 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 of 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 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 in accordance with 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. Effected employees shall be given a fourteen (14) calendar day notice prior to such change in schedule.
- 7.3 Flexible Schedule (Dispatch Personnel): The Sheriff may authorize a flexible schedule for dispatch personnel in accordance with County Code section 2.56.370 in order 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 in excess of 80 hours in a two-week period. The Department Head retains 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. Effected employees shall be given a fourteen (14) calendar day notice prior to such change in schedule.
- 7.4 Briefing Period: Employees working in the jail and dispatch may be required to attend a ten (10) minute briefing period prior to 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 in accordance with 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 in excess of 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 in excess of 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 in excess of twelve (12) hours in a day or eighty-four (84) hours in a 14 day period.

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 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 on 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 for the purpose of determining 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 consent of 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 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 court appearance shall call the District Attorney's Office between 1600 hours and 1700 hours of the business day prior to court.

If the employee calls, is not advised of a cancellation and appears, they are entitled to minimum court pay even if court is canceled on the day of their appearance. If the employee does not call and 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 available backup to respond to 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 employee 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 prior to 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 pursuant to Attachment "A" of this Agreement. The Salary Range Table included in Attachment A shall be used for employees in this unit.

Effective January 1, 2020, the following classifications shall increase by the corresponding percentages:

- Correctional Officer I: 13% increase in base wage to Range 206
- Correctional Officer II: 13% increase in base wage to Range 216
- Correctional Officer III: 13% increase in base wage to Range 226
- The creation of the position of Correctional Sergeant at Range 256

- Deputy Sheriff I: 17% increase in base wage to Range 227
- Deputy Sheriff II: 19% increase in base wage to Range 242
- Patrol Sergeant: 20% increase in base wage to Range 272

- Dispatcher I: 13% increase in base wage to Range 203
- Dispatcher II: 15% increase in base wage to Range 218
- Eliminate Dispatcher III and replace with Dispatcher Supervisor at Range 248

Employees recognize that the pay increases may not be realized in their paychecks until March 2020, however it is understood by both Union and County that the pay increases shall go into effect on January 2020 and any pay not realized starting after that date shall be retroactively paid when the increases are implemented through payroll.

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. In the event that an employee does not receive their merit step increase because their performance evaluation has not been provided to the employee in a timely manner, 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 the purpose of this section, anniversary date is defined as follows:

- a. Appointment: Every regular employee who begins the employee's employment in a permanent position on any date from the first through the fifteenth in 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 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 is 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 in order 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 than 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 are 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 pays 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. In the event that an employee does not receive their merit step increase because their performance evaluation has not been provided to the employee in a timely manner, 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 position. (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 on a monthly basis is fourteen (14) hours. The County will pay the Canine Handler \$200.00 per month, which is equivalent of 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 in excess of such time is not reasonably necessary and is unauthorized.

In addition to the Canine handler pay described above, assigned Canine Handler's shall be assigned a home retention vehicle, for the sole purposes 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 in accordance with 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 Benefit 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 membership 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 open enrollment period.

Article 12. Retirement Plan

- 12.1 Public Employees Retirement System Contract: 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 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 prior to the completion of one year of continuous service. The vacation formula set forth 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 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 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 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 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 separate check from the regular pay check.
- 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 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 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 by reason of any prior maximum accumulation limitation shall be entitled to 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 prior to January 1, 2000.

13.7 Bereavement Leave: Every employee shall be entitled to five days 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 prior to 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 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, to 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 Lieu of Layoff:

- a. In lieu 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 described in subsection a. of this section will have the same right as set forth 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 the five-day period, 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 Resource 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 and 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 (USSERRA) 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 pursuant 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 employee 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 employee 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 prior to taking ordered military leave in accordance with 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. For the purpose of determining the one year of continuous service with respect to 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 of time 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 have no effect on 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 a new employee 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 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 prior to 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 be 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 set forth 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. In the event that 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 set forth 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 January 1, 2020 to June 30, 2021, 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 programing 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, 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.

**Modoc County DSA Bargaining Unit
Attachment A: Classification and Salary
List**

**DSA
Unit**

Class Code	Class Description	Range	Salary Steps A-I
7122-001	Correctional Officer I	206	\$2,881 - \$4,257
7122-002	Correctional Officer II	216	\$3,025 - \$4,470
7122-0003	Correctional Officer III	226	\$3,178 - \$4,695
7122-004	Correctional Sergeant	256	\$3,690 - \$5,452
7122-005	Deputy Sheriff I	227	\$3,194 - \$4,719
7122-006	Deputy SheriffI/Bailiff	227	\$3,194 - \$4,719
7122-007	Deputy Sheriff II	242	\$3,442 - \$5,085
7122-008	Sheriff's Sergeant	272	\$3,997 - \$5,905
7122-009	Dispatcher I	203	\$2,840 - \$4,196
7122-010	Dispatcher II	218	\$3,054 - \$4,512
7122-012	Dispatch Supervisor	248	\$3,546 - \$5,239

RANGE	A	B	C	D	E	F	10	15	20
							G	H	I
168	2398	2518	2644	2776	2915	3061	3214	3374	3543
169	2409	2529	2656	2789	2928	3075	3228	3390	3559
170	2420	2541	2668	2801	2942	3089	3243	3405	3575
171	2432	2554	2681	2815	2956	3104	3259	3422	3593
172	2443	2565	2693	2828	2969	3118	3274	3438	3609
173	2454	2577	2706	2841	2983	3132	3289	3453	3626
174	2467	2590	2720	2856	2999	3149	3306	3471	3645
175	2479	2603	2733	2870	3013	3164	3322	3488	3663
176	2491	2616	2746	2884	3028	3179	3338	3505	3680
177	2504	2629	2761	2899	3044	3196	3356	3523	3700
178	2516	2642	2774	2913	3058	3211	3372	3540	3717
179	2528	2654	2787	2926	3073	3226	3388	3557	3735
180	2541	2668	2801	2942	3089	3243	3405	3575	3754
181	2553	2681	2815	2955	3103	3258	3421	3592	3772
182	2566	2694	2829	2970	3119	3275	3439	3611	3791
183	2578	2707	2842	2984	3134	3290	3455	3628	3809
184	2590	2720	2855	2998	3148	3306	3471	3644	3827
185	2603	2733	2870	3013	3164	3322	3488	3663	3846
186	2615	2746	2883	3027	3179	3337	3504	3680	3864
187	2627	2758	2896	3041	3193	3353	3520	3696	3881
188	2640	2772	2911	3056	3209	3369	3538	3715	3900
189	2652	2785	2924	3070	3224	3385	3554	3732	3918
190	2665	2798	2938	3085	3239	3401	3571	3750	3937
191	2679	2813	2954	3101	3256	3419	3590	3770	3958
192	2692	2827	2968	3116	3272	3436	3608	3788	3977
193	2706	2841	2983	3133	3289	3454	3626	3808	3998
194	2719	2855	2998	3148	3305	3470	3644	3826	4017
195	2732	2869	3012	3163	3321	3487	3661	3844	4036
196	2746	2883	3027	3179	3338	3505	3680	3864	4057
197	2759	2897	3042	3194	3354	3521	3697	3882	4076
198	2773	2912	3057	3210	3371	3539	3716	3902	4097
199	2786	2925	3072	3225	3386	3556	3734	3920	4116
200	2799	2939	3086	3240	3402	3572	3751	3938	4135
201	2813	2954	3101	3256	3419	3590	3770	3958	4156
202	2826	2967	3116	3271	3435	3607	3787	3976	4175
203	2840	2982	3131	3288	3452	3625	3806	3996	4196
204	2853	2996	3145	3303	3468	3641	3823	4014	4215
205	2866	3009	3160	3318	3484	3658	3841	4033	4234
206	2881	3025	3176	3335	3502	3677	3861	4054	4257

RANGE	A	B	C	D	E	F	10	15	20
							G	H	I
207	2895	3040	3192	3351	3519	3695	3880	4074	4277
208	2910	3056	3208	3369	3537	3714	3900	4095	4299
209	2924	3070	3224	3385	3554	3732	3918	4114	4320
210	2938	3085	3239	3401	3571	3750	3937	4134	4341
211	2953	3101	3256	3418	3589	3769	3957	4155	4363
212	2967	3115	3271	3435	3606	3787	3976	4175	4384
213	2982	3131	3288	3452	3625	3806	3996	4196	4406
214	2996	3146	3303	3468	3642	3824	4015	4216	4426
215	3011	3162	3320	3486	3660	3843	4035	4237	4449
216	3025	3176	3335	3502	3677	3861	4054	4256	4469
217	3039	3191	3350	3518	3694	3879	4073	4276	4490
218	3054	3207	3367	3535	3712	3898	4093	4297	4512
219	3068	3221	3382	3552	3729	3916	4111	4317	4533
220	3084	3238	3400	3570	3749	3936	4133	4339	4556
221	3099	3254	3417	3587	3767	3955	4153	4361	4579
222	3114	3270	3433	3605	3785	3974	4173	4382	4601
223	3130	3287	3451	3623	3805	3995	4194	4404	4624
224	3146	3303	3468	3642	3824	4015	4216	4427	4648
225	3162	3320	3486	3660	3843	4036	4237	4449	4672
226	3178	3337	3504	3679	3863	4056	4259	4472	4695
227	3194	3354	3521	3697	3882	4076	4280	4494	4719
228	3210	3371	3539	3716	3902	4097	4302	4517	4743
229	3226	3387	3557	3734	3921	4117	4323	4539	4766
230	3242	3404	3574	3753	3941	4138	4345	4562	4790
231	3258	3421	3592	3772	3960	4158	4366	4584	4814
232	3274	3438	3610	3790	3980	4179	4387	4607	4837
233	3290	3455	3627	3809	3999	4199	4409	4629	4861
234	3306	3471	3645	3827	4018	4219	4430	4652	4884
235	3323	3489	3664	3847	4039	4241	4453	4676	4910
236	3340	3507	3682	3866	4060	4263	4476	4700	4935
237	3357	3525	3701	3886	4080	4284	4499	4724	4960
238	3374	3543	3720	3906	4101	4306	4521	4748	4985
239	3391	3561	3739	3926	4122	4328	4544	4771	5010
240	3408	3578	3757	3945	4142	4350	4567	4795	5035
241	3425	3596	3776	3965	4163	4371	4590	4819	5060
242	3442	3614	3795	3985	4184	4393	4613	4843	5085
243	3459	3632	3814	4004	4204	4415	4635	4867	5111
244	3476	3650	3832	4024	4225	4436	4658	4891	5136

RANGE	A	B	C	D	E	F	10	15	20
							G	H	I
245	3493	3668	3851	4044	4246	4458	4681	4915	5161
246	3510	3686	3870	4063	4266	4480	4704	4939	5186
247	3528	3704	3890	4084	4288	4503	4728	4964	5212
248	3546	3723	3909	4105	4310	4526	4752	4990	5239
249	3564	3742	3929	4126	4332	4549	4776	5015	5266
250	3582	3761	3949	4147	4354	4572	4800	5040	5292
251	3600	3780	3969	4167	4376	4595	4824	5066	5319
252	3618	3799	3989	4188	4398	4618	4848	5091	5345
253	3636	3818	4009	4209	4420	4641	4873	5116	5372
254	3654	3837	4029	4230	4441	4664	4897	5142	5399
255	3672	3856	4048	4251	4463	4687	4921	5167	5425
256	3690	3875	4068	4272	4485	4709	4945	5192	5452
257	3708	3893	4088	4292	4507	4732	4969	5218	5478
258	3727	3913	4109	4314	4530	4757	4995	5244	5506
259	3746	3933	4130	4336	4553	4781	5020	5271	5535
260	3765	3953	4151	4358	4576	4805	5045	5298	5563
261	3784	3973	4172	4380	4599	4829	5071	5324	5591
262	3803	3993	4193	4402	4623	4854	5096	5351	5619
263	3822	4013	4214	4424	4646	4878	5122	5378	5647
264	3841	4033	4235	4446	4669	4902	5147	5405	5675
265	3860	4053	4256	4468	4692	4926	5173	5431	5703
266	3879	4073	4277	4490	4715	4951	5198	5458	5731
267	3898	4093	4298	4512	4738	4975	5224	5485	5759
268	3917	4113	4318	4534	4761	4999	5249	5512	5787
269	3937	4134	4341	4558	4785	5025	5276	5540	5817
270	3957	4155	4363	4581	4810	5050	5303	5568	5846
271	3977	4176	4385	4604	4834	5076	5330	5596	5876
272	3997	4197	4407	4627	4858	5101	5356	5624	5905
273	4017	4218	4429	4650	4883	5127	5383	5652	5935
274	4037	4239	4451	4673	4907	5152	5410	5680	5964
275	4057	4260	4473	4696	4931	5178	5437	5709	5994
276	4077	4281	4495	4720	4956	5203	5464	5737	6024
277	4097	4302	4517	4743	4980	5229	5490	5765	6053
278	4117	4323	4539	4766	5004	5254	5517	5793	6083
279	4138	4345	4562	4790	5030	5281	5545	5823	6114
280	4159	4367	4585	4815	5055	5308	5573	5852	6145
281	4180	4389	4608	4839	5081	5335	5602	5882	6176
282	4201	4411	4632	4863	5106	5362	5630	5911	6207

RANGE	A	B	C	D	E	F	10	15	20
							G	H	I
283	4222	4433	4655	4887	5132	5388	5658	5941	6238
284	4243	4455	4678	4912	5157	5415	5686	5970	6269
285	4264	4477	4701	4936	5183	5442	5714	6000	6300
286	4285	4499	4724	4960	5208	5469	5742	6029	6331
287	4306	4521	4747	4985	5234	5496	5770	6059	6362
288	4328	4544	4772	5010	5261	5524	5800	6090	6394
289	4350	4568	4796	5036	5287	5552	5829	6121	6427
290	4372	4591	4820	5061	5314	5580	5859	6152	6459
291	4394	4614	4844	5087	5341	5608	5888	6183	6492
292	4416	4637	4869	5112	5368	5636	5918	6214	6524
293	4438	4660	4893	5138	5394	5664	5947	6245	6557
294	4460	4683	4917	5163	5421	5692	5977	6276	6589
295	4482	4706	4941	5188	5448	5720	6006	6307	6622
296	4504	4729	4966	5214	5475	5748	6036	6338	6654
297	4527	4753	4991	5241	5503	5778	6067	6370	6688
298	4550	4778	5016	5267	5531	5807	6097	6402	6722
299	4573	4802	5042	5294	5559	5836	6128	6435	6756
300	4596	4826	5067	5320	5586	5866	6159	6467	6790
301	4619	4850	5092	5347	5614	5895	6190	6499	6824
302	4642	4874	5118	5374	5642	5924	6221	6532	6858
303	4665	4898	5143	5400	5670	5954	6252	6564	6892
304	4688	4922	5169	5427	5698	5983	6282	6596	6926
305	4711	4947	5194	5454	5726	6013	6313	6629	6960
306	4735	4972	5220	5481	5755	6043	6345	6663	6996
307	4759	4997	5247	5509	5785	6074	6378	6696	7031
308	4783	5022	5273	5537	5814	6104	6410	6730	7067
309	4807	5047	5300	5565	5843	6135	6442	6764	7102
310	4831	5073	5326	5592	5872	6166	6474	6798	7138
311	4855	5098	5353	5620	5901	6196	6506	6831	7173
312	4879	5123	5379	5648	5930	6227	6538	6865	7209
313	4903	5148	5406	5676	5960	6258	6570	6899	7244
314	4928	5174	5433	5705	5990	6290	6604	6934	7281
315	4953	5201	5461	5734	6020	6321	6637	6969	7318
316	4978	5227	5488	5763	6051	6353	6671	7005	7355
317	5003	5253	5516	5792	6081	6385	6704	7040	7392
318	5028	5279	5543	5821	6112	6417	6738	7075	7429
319	5053	5306	5571	5849	6142	6449	6772	7110	7466
320	5078	5332	5598	5878	6172	6481	6805	7145	7503
321	5103	5358	5626	5907	6203	6513	6839	7180	7539

RANGE	A	B	C	D	E	F	10	15	20
							G	H	I
322	5129	5385	5655	5937	6234	6546	6873	7217	7578
323	5155	5413	5683	5968	6266	6579	6908	7254	7616
324	5181	5440	5712	5998	6298	6612	6943	7290	7655
325	5207	5467	5741	6028	6329	6646	6978	7327	7693
326	5233	5495	5769	6058	6361	6679	7013	7363	7732
327	5259	5522	5798	6088	6392	6712	7048	7400	7770
328	5285	5549	5827	6118	6424	6745	7082	7437	7808
329	5311	5577	5855	6148	6456	6778	7117	7473	7847
330	5338	5605	5885	6179	6488	6813	7153	7511	7887
331	5365	5633	5915	6211	6521	6847	7190	7549	7927
332	5392	5662	5945	6242	6554	6882	7226	7587	7966
333	5419	5690	5974	6273	6587	6916	7262	7625	8006
334	5446	5718	6004	6304	6620	6951	7298	7663	8046
335	5473	5747	6034	6336	6652	6985	7334	7701	8086
336	5500	5775	6064	6367	6685	7020	7371	7739	8126
337	5528	5804	6095	6399	6719	7055	7408	7778	8167
338	5556	5834	6125	6432	6753	7091	7446	7818	8209
339	5584	5863	6156	6464	6787	7127	7483	7857	8250
340	5612	5893	6187	6497	6821	7162	7521	7897	8291
341	5640	5922	6218	6529	6855	7198	7558	7936	8333
342	5668	5951	6249	6561	6889	7234	7596	7975	8374
343	5696	5981	6280	6594	6924	7270	7633	8015	8416
344	5724	6010	6311	6626	6958	7305	7671	8054	8457
345	5753	6041	6343	6660	6993	7342	7710	8095	8500
346	5782	6071	6375	6693	7028	7379	7748	8136	8543
347	5811	6102	6407	6727	7063	7416	7787	8177	8585
348	5840	6132	6439	6761	7099	7453	7826	8217	8628
349	5869	6162	6471	6794	7134	7490	7865	8258	8671
350	5898	6193	6503	6828	7169	7528	7904	8299	8714
351	5927	6223	6535	6861	7204	7565	7943	8340	8757
352	5957	6255	6568	6896	7241	7603	7983	8382	8801
353	5987	6286	6601	6931	7277	7641	8023	8424	8846
354	6017	6318	6634	6965	7314	7679	8063	8467	8890
355	6047	6349	6667	7000	7350	7718	8104	8509	8934
356	6077	6381	6700	7035	7387	7756	8144	8551	8978
357	6107	6412	6733	7070	7423	7794	8184	8593	9023
358	6138	6445	6767	7106	7461	7834	8226	8637	9069
359	6169	6477	6801	7141	7498	7873	8267	8680	9114
360	6200	6510	6836	7177	7536	7913	8309	8724	9160

RANGE	A	B	C	D	E	F	10	15	20
							G	H	I
361	6231	6543	6870	7213	7574	7953	8350	8768	9206
362	6262	6575	6904	7249	7612	7992	8392	8811	9252
363	6293	6608	6938	7285	7649	8032	8433	8855	9298
364	6324	6640	6972	7321	7687	8071	8475	8899	9343
365	6356	6674	7007	7358	7726	8112	8518	8944	9391
366	6388	6707	7043	7395	7765	8153	8561	8989	9438
367	6420	6741	7078	7432	7804	8194	8603	9034	9485
368	6452	6775	7113	7469	7842	8235	8646	9079	9533
369	6484	6808	7149	7506	7881	8275	8689	9124	9580
370	6516	6842	7184	7543	7920	8316	8732	9169	9627
371	6549	6876	7220	7581	7960	8358	8776	9215	9676
372	6582	6911	7257	7619	8000	8400	8821	9262	9725
373	6615	6946	7293	7658	8041	8443	8865	9308	9773
374	6648	6980	7329	7696	8081	8485	8909	9354	9822
375	6681	7015	7366	7734	8121	8527	8953	9401	9871
376	6714	7050	7402	7772	8161	8569	8997	9447	9920
377	6748	7085	7440	7812	8202	8612	9043	9495	9970
378	6782	7121	7477	7851	8244	8656	9089	9543	10020
379	6816	7157	7515	7890	8285	8699	9134	9591	10070
380	6850	7193	7552	7930	8326	8743	9180	9639	10121
381	6884	7228	7590	7969	8368	8786	9225	9686	10171
382	6918	7264	7627	8008	8409	8829	9271	9734	10221
383	6953	7301	7666	8049	8451	8874	9318	9784	10273
384	6988	7337	7704	8089	8494	8919	9365	9833	10324
385	7023	7374	7743	8130	8537	8963	9411	9882	10376
386	7058	7411	7781	8171	8579	9008	9458	9931	10428
387	7093	7448	7820	8211	8622	9053	9505	9981	10480
388	7128	7484	7859	8252	8664	9097	9552	10030	10531
389	7164	7522	7898	8293	8708	9143	9600	10080	10584
390	7200	7560	7938	8335	8752	9189	9649	10131	10638
391	7236	7598	7978	8377	8795	9235	9697	10182	10691
392	7272	7636	8017	8418	8839	9281	9745	10232	10744
393	7308	7673	8057	8460	8883	9327	9793	10283	10797
394	7345	7712	8098	8503	8928	9374	9843	10335	10852
395	7382	7751	8139	8546	8973	9422	9893	10387	10907
396	7419	7790	8179	8588	9018	9469	9942	10439	10961
397	7456	7829	8220	8631	9063	9516	9992	10491	11016
398	7493	7868	8261	8674	9108	9563	10041	10543	11071
399	7530	7907	8302	8717	9153	9610	10091	10595	11125

RANGE	A	B	C	D	E	F	10	15	20
							G	H	I
400	7568	7946	8344	8761	9199	9659	10142	10649	11181

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

1. Policy

In order 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 had knowledge of such event, the employee shall informally present the complaint to their immediate supervisor for resolve. 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 in accordance with 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 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 rely in the conduct of serious affairs. Failure to enter 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 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 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 pursuant 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 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 in order 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.
- 3. 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 is 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. 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 rely in the conduct of serious affairs. Failure to enter 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 citizens. 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 which is found to be in violation of 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 be in violation of 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 in order 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 waling in a mincing way in reference to 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 on the basis of 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 on the basis of any of the protected harassment categories. Conduct includes pinching, hitting, pushing, poking with 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 alleged 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. In order 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 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, giving consideration to 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 past 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 to 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 be in violation of 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

In order to promptly and fairly resolve harassment complaints, every county employee has an obligation to cooperate in the county's investigation or 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 in relation to 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 be in violation of this policy will be subject to disciplinary action, up to and including termination.

POLICY FOR THE PREVENTION OF VIOLENCE IN THE WORKPLACE

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I. PURPOSE OF THE POLICY

The purpose of this policy is to affirm the county's commitment to provide 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 be in violation of 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 the purposes of 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 actually 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 – May include defacing county property or causing physical damage to county property and/or facilities.
- Carrying weapons – With the exception of authorized Sheriff Personnel, brining 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 from 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 of the investigation, but it may be necessary to disclose results in appropriate circumstances, for example, in order 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 in order 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 be in violation of this policy will be subject to disciplinary action, up to and including termination.

X. DUTY TO COOPERATE IN THE INVESTIGATION PROCESS

In order to promptly and fairly resolve workplace violence complaints, every county employee has an obligation to 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 work force, and may present a risk to county employees and to 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 for 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 which 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 a 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 for the purpose of detecting 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 in 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 voluntary, confidential, limited counseling services which 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 be in violation of 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 affected department 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 is 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 which 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 are 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 period 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, be in possession of 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 on 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 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 submit 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 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 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, or 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 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 conduct an investigation 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.