



MODOC COUNTY

MEMORANDUM OF UNDERSTANDING
BETWEEN THE

UNITED PUBLIC EMPLOYEES OF
CALIFORNIA, LOCAL 792
(GENERAL UNIT)
AND THE COUNTY OF MODOC



MEMORANDUM OF UNDERSTANDING

Between the

United Public Employees of California,

**Local 792, LIUNA, AFL-CIO
(General Unit)**

and

County of Modoc

(Term = Ratification through January 31, 2024 [Art. I])

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Article 1: Preamble/Term

Representatives of the United Public Employees of California, Local 792, LIUNA, AFL-CIO, General Unit, hereinafter "UPEC", and representatives of the County of Modoc, hereinafter the "County", having met and conferred in good faith, according to Section 3505 of the Government Code, on matters within the scope of representation regarding employees assigned to classifications within this representation unit, have agreed to recommend to the membership of UPEC and the Board of Supervisors, respectively, that this Memorandum be ratified and adopted. Ratification of this agreement by the membership of the UPEC shall precede its submission to the Board of Supervisors for consideration. Upon full ratification, this Memorandum shall expire on January 31, 2024.

Article 2: Definitions

- 2.1 Employer: The term "Employer" as used herein shall refer to the County of Modoc.
- 2.2 UPEC: The term "UPEC" as used herein shall refer to the United Public Employees of California, Local 792, LIUNA, AFL-CIO ('UPEC').
- 2.3 Employee: The term "Employee" as used herein shall mean all permanent full-time and permanent part-time employees of the unit represented by UPEC. See Attachment B for a list of classifications contained in the bargaining unit.
- 2.4 Parties: The term "parties" as used herein shall refer to the County of Modoc and UPEC jointly.
- 2.5 Recognized Employee Organization: The term "recognized employee organization" as used herein shall mean an employee organization that has been formally acknowledged by the public agency as an employee organization that represents employees of the public agency.

Article 3: Recognition

- 3.1 The employer hereby recognizes UPEC as the recognized employee organization as defined in California Government Code section 3501(b) for the bargaining unit consisting of the classifications as listed in Attachment B.

Article 4: Employer Rights

- 4.1 The rights of the Employer include but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in

emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

Article 5: Employee Rights/UPEC Representatives

- 5.1 Employees of the County shall have the right to form, join and participate in the activities of employee organizations of their choice for representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.
- 5.2 UPEC REPRESENTATIVES: UPEC will notify the County Administrative Services Office of the names of the UPEC representatives selected to represent UPEC, before any formal meet and confer session. A reasonable number of representatives will be allowed reasonable time off without loss of compensation when formally meeting and conferring with designated County representatives on a matter within the scope of representation. In addition to the foregoing, UPEC representatives shall receive release time from their normal workday when meeting with County representatives on matters outside the scope of representation, when approved by the County Administrative Officer. UPEC representatives shall not be entitled to utilize County telephones, copy machines, equipment, or materials for their representational activities relating to bargaining, disciplinary, and/or grievance matters.
- 5.3 Representative and Participatory Rights - The County agrees to the rights afforded to employees under Government Code section 3502.

Article 6: Compliance with Memorandum

- 6.1 In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of UPEC or the Employer, or any individual department head as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation to bring such unauthorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline up to and including discharge. The Employer shall enforce the terms of this Memorandum on the part of its supervisory personnel, and UPEC shall enforce the terms of this Memorandum on the part of its members.

Article 7: Hours of Work

- 7.1 HOURS OF WORK: The hours of work for all employees, except non-clerical employees of the Road Department, and the Landfill Maintenance man, shall be seven and one-half hours per day, or thirty-seven and one-half hours per week. The hours of work for non-clerical employees of the County Road Department, and the Landfill Maintenance man, shall be eight hours per day or forty hours per week.

- 7.2 **WORK WEEK:** The exact number of hours worked each day will depend on the existing schedule, i.e., whether the employees are on a forty-hour week or a thirty-seven-and-one-half-hour week.
- 7.3 **ALTERNATIVE WORK WEEK:** Employees in a given work unit, which may be an organizational unit or a geographically located unit, may petition their Department Head, through the chain of command, to move their work schedule to an alternate work schedule consisting of the same total number of hours worked in two weeks. It will be incumbent upon the employees seeking the change to demonstrate to management that a majority of the employees at the work unit desire to make the change and that the change will not have a significant adverse effect on the operation of the department. If the said schedule is agreeable to the Department Head, the Department Head shall present the alternative work schedule to the Board of Supervisors who shall determine whether to approve such alternative schedule. Once approved by the Board of Supervisors, the Department Head retains the right to stop the alternate work schedule within a reasonable amount of time (two weeks) to allow employees to adjust to personal needs such as childcare or other family commitments. All alternate work schedules that are approved shall be kept on file in the Office of Administration (HR). Nothing in this Article 7.3 shall be subject to the grievance procedure or be considered a grievable matter. In the case of an emergency, the alternate schedule may be adjusted as necessary to meet the demands of the emergency in the sole judgment of the department head until such emergency is over.
- 7.4 **SCHEDULE OF WORKING HOURS:** The Department Head shall determine the schedule of working hours for each employee per the needs of the department.

Article 8: Overtime

- 8.1 **ASSIGNMENT OF OVERTIME:** The Department Head may require any employee to work more than the normal hours of work whenever the needs of the department so require, such additional work shall be compensated under the provisions of this article.
- 8.2 **OVERTIME COMPENSATION:** Each employee shall have the choice of receiving overtime in either pay or compensatory time off (CTO) at the rate of one and one-half times the hourly rate or hours worked. All employees may accumulate up to one hundred sixty (160) CTO hours. An employee who has accrued CTO shall be entitled to use such time off within a reasonable period after requesting to use the CTO so long as such use does not unduly disrupt departmental operations.
- 8.3 **OVERTIME CALCULATION:** The County agrees to count paid leave as time worked for overtime calculation with the exception that such calculation shall not cause overtime to be paid because of a voluntary shift trade.
- 8.4 **ON-CALL:**
- A. **On-Call Assignment Policy**

On-call duty may be assigned by a Department Head. On-call is defined to mean "a period in addition to the normal work schedule in which an employee is required by his Department Head to remain available for an immediate call." On-call duty requires the employee so assigned: (1) to be ready to return immediately to calls for his service; (2) to be reached by telephone, pager, or the radio; (3) to remain within a specified distance from his normal work station; and (4) to refrain from activities which might impair his ability to perform his assigned duties. In addition to the above, departments may establish written guidelines regarding on-call protocols.

B. On-Call Compensation

Any employee required by his Department Head to remain available for immediate call shall receive \$3.00 per hour for each hour on-call. Employees shall not be paid on-call pay when called back to work from on-call status, but shall receive the appropriate hourly rate for their job classification.

Article 9: Salary

- 9.1 There shall be no salary/compensation adjustments during this period, except as proposed by the Reclassification Review and Salary Adjustment Committee and approved by the Board of Supervisors.

For this section, the anniversary date is defined as follows:

- A. Appointment - Every regular employee who begins his/her employment in a permanent position on any date from the first through the fifteenth of a month shall have an anniversary date on the first of that month. Every regular employee who begins his/her employment on a date from the sixteenth through the end of a month shall have an anniversary date on the first of the following month. If an employee begins his/her employment on the first working day of the month, it shall be considered for this section that such employment began on the first calendar day of the month.
- B. Promotion - When an employee is promoted to a position in a class having a higher salary range step than the class of the position which he/she formerly occupied, he/she shall receive a new anniversary date, that date being the date of his/her promotional appointment to a permanent position, provided that a minimum salary increase of five percent (5%) was realized because of the promotion. Whenever an employee is promoted to a new position, his/her new salary may be fixed at a step in the higher range which provides an increase in salary commensurate with the employee's training, skills, and experience.
- C. Demotion - Whenever a permanent employee is demoted for reasons other than for unsatisfactory performance, he/she shall retain his/her anniversary date. Whenever a permanent employee is demoted for unsatisfactory performance, he/she shall receive a new anniversary date the date being the date of his /her demotion appointment.

- D. Reclassification - If an employee is reclassified to a class having the same salary range, he/she shall retain his/her anniversary date. If an employee is reclassified to a class having a higher salary range, he/she shall receive a new anniversary date that dates being the date of his/her permanent reclassification appointment. If an employee's position is reclassified to a lower salary range, he/she shall retain his/her anniversary date.
- E. Decrease in Salaries - Adjustment - 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 his new range with the next higher salary; or, in the event, the maximum step in the employee's new range is lower than his/her current salary, he/she shall continue to receive his current salary until the maximum step in his/her new range exceeds his current salary, at which time he/she shall begin receiving the salary in the maximum step.
- F. Salaries - Reinstatement following Resignation - Any employee reinstated following the 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.
- G. 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.
- H. Salaries - Exceptional Applicants - At the request of the Department Head, the Board may approve a step above Step A to recruit an individual who has demonstrated superior knowledge and ability, and whose combined education and experience represent substantially better preparation for the duties of the position than required by the minimum employment standards.
- I. Additional Merit Pay – Employees who have reached salary Step F, and have remained employed in the same job classification, career path, or a job classification determined by Administration/Human Resources to be a lateral job classification, shall, upon receiving an overall satisfactory or above performance evaluation at each five (5) year anniversary period after reaching Step F, receive an additional merit pay at the rate of 5% every five (5) years beginning on the anniversary date after the employee's tenth consecutive year of County employment in the same job classification or career path and continuing each five (5) years thereafter until the employee's twenty-fifth year of service (Steps G through J). The current compensation of UPEC-covered employees shall not be reduced on the date of implementation of this Merit Pay policy, but their eligibility for prospective Merit Pay increases under this Merit Pay policy shall be subject to all applicable provisions of the County's Personnel Code and contingent upon meeting the eligibility requirements set forth above.

The Parties have consulted with CalPERS on the applicability of Cost of Living Increases (COLA) to Merit Pay. CalPERS indicates that those non-Y-rated employees falling between steps on their respective salary ranges at the time of any future approved COLA shall be eligible to receive the COLA.

Y-rated employees shall not be entitled to a "Persable" COLA so long as non-Y-rated employees within the same job classification remain below the amount of the Y-rated employees' compensation, as outlined in the applicable County salary schedule and step table. CalPERS further indicates that Y-rated employees shall be eligible to receive a non-base building one-time lump sum payment equal to any COLA amount. The County agrees to provide such lump sum payments in the event of a COLA, but they shall not be Persable.

It is understood and agreed by the Parties that should the Public Employee's Retirement System (PERS) determine during the MOU term that this section does not meet their retirement compensation requirements, the Parties will meet and confer on amended language acceptable to PERS and the Parties.

J. In the event an employee does not receive a merit increase because a performance evaluation has not been provided promptly (30-day of anniversary date), HR shall notify Department Head in writing that the evaluation is due and when the employee shall receive a merit increase which shall be retroactive to the date evaluation was first due. Administration shall develop an evaluation process to be implemented by management to assure that evaluations are timely performed.

9.2 Bilingual Pay – The parties agree that any employee who regularly uses a second language in the performance of their assigned duties shall receive a five percent (5%) increase in their pay rate for the duration of such assignment.

9.3 Standby Pay - Employees placed on standby duty may choose to continue whatever standby pay policy applies to his/her classification or may, alternately, choose to receive \$2.75 per hour for each hour assigned on standby, not to exceed eight (8) hours of compensation in any twenty-four (24) hour period.

9.4 Mechanic Differential

In recognition of the specialized training and tools possessed by employees in the following classifications, the parties agree that each employee shall receive an additional \$100 per month above the base salary:

- a. Automotive and Equipment Mechanic I and II
- b. Automotive and Equipment Supervisor
- c. Machinist/Automotive and Equipment Mechanic

Article 10: Insurance Plans

- 10.1 Employees in the General Unit shall be covered by the Public Agency Coalition Enterprise (PACE), Joint Powers Authority for insurance plans coverage. The County's contribution toward 2023 health care insurance premiums shall increase in an amount equal to the cost increases projected for 2023 premium increases, as outlined in the attached Attachment A – Modoc County Employee Benefit Sheet for Calendar Year 2023. It is agreed that this increase in the County's contribution is limited to the 2023 annual premium period, and shall not extend beyond the term of the MOU.

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

For both current employees and future retirees, the County shall contribute an amount equal to the minimum monthly premium for medical insurance as provided by the CalPERS table published annually. 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 (but shall not increase) the County's contribution to the Flexible Benefit Plan.

All current and future retirees who would have otherwise been eligible for coverage under the SDRMA insurance plan shall remain eligible for insurance coverage under the PACE insurance plan. The County shall make a monthly contribution to their premiums in an amount equal to the minimum employer contribution as determined by CalPERS. The County shall make a monthly contribution to their premiums in an amount equal to the minimum employer contribution as determined by the CalPERS table published annually.

The county shall issue a cash payment of \$250 per month to employees lawfully waiving health insurance coverage.

The County shall contribute \$85.00 monthly toward dental (Beam Dental), vision coverage (VSP – Beam Vision), and Humana Life and AD&D programs to eligible participants, as currently offered by Keenan as part of the comprehensive insurance plan coverage, effective January 1, 2022.

The parties further agree that the insurance plans identified herein, including the coverages, premiums, and respective contributions by County and eligible employees, are based on the negotiated insurance plans and terms of coverage between the County and PACE. The parties agree that in the event of any proposed changes to the County's insurance plan, providers, coverages, premiums, and/or respective contributions toward the insurance plans, the parties shall first comply with all applicable meet and confer requirements regarding the proposed changes.

- 10.2 State Disability Insurance – Coordination of Benefits – Employees receiving SDI may elect to supplement their SDI payment with an amount of paid sick leave (if available)

converted into hours that will in combination not exceed their regular salary for the pay period only. Employees shall be charged only for the use of accrued leave time that in combination with SDI equals up to 100% of their regular rate of pay. Any additional hours that may have been depleted during the coordination process shall be restored to the employee's leave balances

- 10.3 The County shall contribute \$85 monthly toward dental and vision coverage to eligible participants under the current program. In the event costs of providing the current level of dental and vision coverage increase during the term of this MOU, the parties shall agree to meet and confer on the payment of such increases. The county shall continue to provide dental insurance through Beam Dental. The county shall continue to provide vision insurance through VSP Vision Plan and life insurance provided by Humana or comparable plans that are mutually agreed upon by both parties.
- 10.4 The County agrees to implement a group term life insurance plan for all eligible represented employees. The group life insurance plan shall be provided by an insurance company of the County's choosing and shall be implemented as soon as possible following approval by the Board of Supervisors of this M.O.U. The County shall bear the cost of providing each eligible represented employee with \$25,000.00 worth of group life insurance.

Article 11: Retirement Plan

- 11.1 Public Employees' Retirement System - The County agrees to continue the retirement plan through PERS for the term of this Agreement. If legislation is approved which provides options for enhanced PERS retirement options, the parties, upon request of the Union, agree to reopen negotiations regarding such options.

In addition to the above CalPERS retirement provisions, the county will comply with and apply the California Public Employee's Pension Reform Act of 2013 and all applicable amendments thereto.

PEPRA New Members-Miscellaneous: Employees will pay the applicable percentage as determined by CalPERS and receiving the formula of 2% at 62.

- 11.2 Employee's Contribution - Employees shall pay their employee portion of the PERS retirement contribution.
- 11.3 Military Service Credit - The County agrees to amend the PERS contract to provide for the Military Service Credit option for Miscellaneous employees when adopted by the Board of Supervisors for all bargaining units representing Miscellaneous employees.
- 11.4 LIUNA PENSION – Employees hired after December 31, 2012, shall not be eligible for LIUNA Pension. For eligible employees, the County shall contribute to the LIUNA Preferred Plan paid by the employer for the duration of this Agreement or the length of the current LIUNA Rehabilitation Plan, whichever comes first.

The county shall for the term of this Agreement contribute to the Pension Fund at the rate agreed upon under the default plan for each month or portion of a month for which an employee covered by this Agreement is paid by the Employer (including months or portions of months of paid holiday, vacation, sick leave, personal leave, other paid leave, and overtime).

Contributions shall be due and paid monthly. Specifically, contributions earned during a calendar month shall be due and paid by the twentieth (20th) day of the immediately following calendar month.

Unless otherwise agreed by the Pension fund, contributions shall be paid by check made payable to the "Laborers' National (Industrial) Pension Fund" and delivered to the Pension Fund at 905 16th Street, N.W., Washington, D.C. 20006 by US mail or commercial carrier.

Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify and properly credit the contributions. If acceptable to the Pension Fund, the Employer may submit its contributions electronically.

The Employer shall retain the payroll records on which its contribution reports are based. The Pension Fund shall be entitled to have an independent certified public accountant audit the Employer's records from time to time to reasonably verify the accuracy and completeness of the Employer's contributions.

Contributions to the Pension Fund are part of the compensation package that the Employer has agreed to pay the employees covered by the Agreement for their labor. If the Employer fails to submit contributions and/or contribution reports as required by this Agreement, the Pension Fund shall be entitled to pursue all available legal or equitable recourse to enforce the Employer's obligations under this Agreement, without regard to any grievance or arbitration procedure under this Agreement.

The Union and the Employer hereby adopt by reference the Pension Funds' Agreement and Declaration of Trust which governs the operations of the Pension Fund as a trust fund established to provide retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.

In response to the recent notification from LIUNA that the County's current LIUNA coverage policy for eligible employees does not meet their internal participatory rules, the County agrees to a reopener regarding the LIUNA Pension Fund benefit if the County is expelled from the LIUNA Pension Fund, if the County enrolls employees hired after 12/31/12, or if the County withdraws from the Pension Fund.

Article 12: Paid Leave

12.1 Vacation Leave - Employer agrees to the following vacation accrual schedule:

- A. Ten (10) days vacation for employees who have been in the service of the employer one (1) through three (3) years. Accrual begins on the initial date of employment.
- B. Fifteen (15) days vacation for employees who have been in service of the employer for four (4) through eleven (11) years.
- C. Twenty (20) days vacation for employees who have been in the service of the employer twelve (12) through nineteen (19) years.
- D. Twenty-five (25) days vacation for employees who have been in the service of the employer for over nineteen (19) years.
- E. Thirty (30) days vacation for employees who have been in the service of the employer for over twenty-five (25) years.

12.2 Vacation Accumulation Cap - The parties agree that employees must take a vacation within twenty-four months of the time and accrual or right thereto shall be lost. Employees who are over the said cap at the time this Agreement is adopted by the Board of Supervisors shall have such excess vacation time "grand-fathered" into a separate bank to be utilized by the employee as vacation time or paid off at the time of separation from employment.

12.3 Vacation Leave - Use and Restrictions - Modoc County provides paid vacations to eligible employees for purposes of relaxation in recognition of services provided.

On the day following completion of the equivalent of ninety (90) days of continuous service, each employee shall be allowed (2-1/2) days credit for vacation with pay.

Employees shall be eligible to use an accrued vacation after completion of 6 months of continuous service with the County.

Vacations will be granted at the discretion of the Department Head. Vacation schedules are made by the Department Heads who must consider the wishes of all employees in their departments, as well as the needs of the departments. The Department Heads shall determine when vacation leave may be taken. Every effort will be made to allow employees to take vacation time when desired. The parties agree that employees must take a vacation within twenty-four months of the time of accrual or the right thereto shall be lost. The maximum time limits for vacation accrual may be extended by order of the Board of Supervisors, provided good cause is shown therefor. In the event a scheduled vacation is canceled or denied based on the needs of the department and such cancellation or denial results in an employee exceeding their vacation cap, the Department Head shall request approval from the Board of

Supervisors to allow the employee's vacation accrual to exceed the cap for a period not to exceed twelve months (or the accrual above the cap shall be forfeited).

At the time of an employee's termination, any accumulated vacation leave shall be paid off in a lump sum rather than serve to defer the termination date.

12.4 Persons retiring under the provisions of the Public Employees' Retirement System may remain on the payroll on vacation status until such accumulated vacation time for which they are eligible has been exhausted; provided however that no person may remain on the payroll beyond his/her maximum retirement age.

12.5 Sick Leave - Authorized when - "Sick Leave" means the necessary absence from duty of an employee because of:

- A. The employee's illness or injury or the pregnancy of the employee;
- B. The employee's exposure to contagious disease;
- C. The employee's dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
- D. The death of a person related by blood, by marriage, or by adoption to the employee; each such absence shall not exceed three days;
- E. For any personal reason; sick leave, for this reason, shall be limited to one day per year;
- F. Domestic violence, sexual assault, or stalking is appropriately verified.

12.6 Sick Leave – Eligibility

- A. On the day following completion of the equivalent of ninety (90) days of continuous service, each employee shall be allowed three and three-quarters (3 ¾) days of credit for sick leave with pay. Thereafter, for each additional calendar month of services, or the equivalent thereof, he/she shall be allowed one and one-quarter (1-1/4) days of credit for sick leave with pay. Sick leave may be accumulated indefinitely.

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. For purposes of this subsection accumulation of sick leave shall be limited to one hundred (100) days. Any such employee who has lost sick leave because of any prior maximum accumulation limitation shall be entitled to the reinstatement of such lost sick leave in an amount which, when combined with accumulated sick leave, does not exceed one hundred (100) days.

12.7 Sick Leave - Approval required - The Department Head shall approve sick leave only after having ascertained that the absence was for an authorized reason. He/she 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, he/she shall disapprove the request for sick leave.

- 12.8 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 family member.

A family member means any of the following:

1. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
3. A spouse;
4. A registered domestic partner;
5. A grandparent;
6. A grandchild;
7. A sibling.

The above-stated six months accrued sick leave shall replace the forty (40) hours per fiscal year of employee sick leave that was available for family sick leave before January 1, 2000.

- 12.9 PERS Sick Leave Credit Option - Retiring employees may opt to utilize that portion of their accumulated sick leave, in all or part, for which the employee receives no compensation, following the provisions of Government Code Section 20965 as retirement credit.

- 12.10 Bereavement Leave - Employees shall be entitled to up to five (5) days of bereavement leave per episode of the death of a family member. Family member means those individuals identified under California Government Code section 12945.7, and as may be more fully defined under Government Code section 12945.2.

- 12.11 CFRA, FMLA, and PDL - The County shall comply with the California Family Rights Act, the Family, and Medical Leave Act, and the California Pregnancy Disability Leave Law.

- 12.12 Holidays

- A. All full-time employees of the County shall be entitled to holidays with pay. Part-time employees who work at least fifty percent (50%) of the regular hours of work in a calendar month shall be entitled to one-half (1/2) of a paid holiday, and those who work at least seventy-five (75%) percent, to a full paid holiday.

B. As used in this section, "time worked" shall include any leave time taken.

C. Holidays include:

1. January 1st, known as "New Year's Day"
2. The third Monday in January, known as "Dr. Martin Luther King, Jr. Day"
3. February 12th, known as "Lincoln's Birthday"
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 Thursday in November was appointed as "Thanksgiving Day"
11. The day after Thanksgiving Day
12. The day before Christmas Day
13. December 25th, known as "Christmas Day"
14. December 31st, known as "New Year's Eve"
15. Any day designated as a holiday by proclamation of the Governor of this state or the President of the United States, when affirmatively made a holiday by resolution by the Board of Supervisors.

D. Whenever any legal holiday falls on a Sunday, the first business day thereafter shall be a paid holiday. Whenever any legal holiday falls on a Saturday, the immediately preceding Friday shall be a paid holiday. The Administration/HR Office shall issue in November of each year a schedule of holidays according to the provisions of this section.

E. Holiday pay calculation shall be on a shift basis.

F. The County agrees to treat holidays as ten (10) hour days for employees assigned to classifications represented by the Association in the Road Department for the portion of the year when Road Department employees are assigned to work ten- (10) hour days.

G. Each employee, except for employees hired after January 1, 2014, shall be permitted to take two (2) floating holidays at a time mutually convenient to the employee and department head, said holiday to be requested at least two weeks in advance. Any employee either newly hired or re-hired after January 1, 2014, shall be permitted to take the one (1) floating holiday and two (2) additional hours annually at a time mutually convenient to the employee and the Department Head, said holiday to be requested at least two (2) weeks in advance.

Floating holidays shall not carry over from the previous calendar year. Floating holidays shall not be made retroactive by any provision of this agreement.

12.13 Leave Donation and Catastrophic Leave Policy; Vacation Donation Policy:

The Parties agree to meet and confer outside of the MOU on the development of a policy that combines and replaces the prior Section 12.13 Leave Donation/Catastrophic Leave Policy, and Section 14.2 Vacation Donation Policy into one (1) policy. It is agreed that a working group will be formed and include County Administration staff and UPEC members and that any revised leave donation policy draft will be submitted to the Board of Supervisors for review and determination. If approved by the Board of Supervisors, the revised leave donation policy will be adopted by way of a side letter or made part of the MOU by way of amendment. Until such time, the following Policies set forth in this Section 12.13 shall remain in effect during the term of this MOU.

1. Leave Donation / Catastrophic Leave Policy:

- A. Employees may donate vacation or compensatory time to an employee suffering from a short term or catastrophic illness or injury, who has exhausted his or her leave balances.
- B. A catastrophic illness or injury is a severe illness or injury which creates a financial hardship for an employee because the employee is expected to be incapacitated for a minimum of (30) days after he/she has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, or legally dependent child that creates a financial hardship for an employee because the employee is expected to be off work to care for the family member for a minimum of thirty (30) days after the employee has exhausted all of his/her accumulated paid leave time. An employee's job related illness or injury subject to worker's compensation coverage shall not be eligible for this catastrophic leave provision.
- C. Paid leave time may be donated under the following conditions:
 - 1. Any permanent employee may donate accumulated vacation or compensatory time to an eligible employee. Sick leave cannot be donated.
 - 2. Donations must be made in whole increments of one hour (or more) from the donating employee.
 - 3. Should the employee receiving the donated hours not use all donated leave for the catastrophic illness/injury, any balances will be returned to the donating employees.
 - 4. Donated paid leave time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hourly rate as vacation or compensatory time. Such credit shall only take place as the hours are used rather than as a credit to the affected employee's leave balances.
 - 5. Employees donating paid leave time shall do so in writing on a form provided by the County.

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

D. Paid leave time may be used under the following conditions:

1. The employee requesting "short term leave" shall submit a written request to their Department Head for review. If the Department Head approves the request, employees within the County shall be made aware of the affected employee's request for donation through the county email system. Employees shall not be prohibited from donating to family members.

2. The employee requesting "catastrophic leave" shall submit a written request to their Department Head for review. The request must include a written statement from a licensed physician verifying the illness or injury. If the Department Head approves the request, it shall be forwarded to the County Auditor who shall include the next payroll an announcement which shall state: "(employee's name) has requested Catastrophic Leave. If you would like to donate some of your accrued leave time to this employee, please contact the County Auditor for a donation form. The County Auditor shall implement the catastrophic leave donation and usage program in accordance with this.

3. The affected employee must have exhausted any accumulated paid leave time for which they are eligible (sick, vacation, compensatory, holiday) prior to utilizing catastrophic leave.

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

5. Only permanent employees are eligible to receive donated paid leave time.

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

2. Vacation Donation Policy

A. Purpose

Modoc County recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available vacation time. To address this need, all eligible employees will be allowed to donate vacation time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

B. Definitions

1. Catastrophic Illness or Injury: A serious life-threatening illness, injury, impairment, or physical or mental condition that:

A. Is expected to incapacitate the employee or the employee's family member;

B. Causes a loss of income due to the employee having exhausted all paid leave accruals;

C. Creates absence(s) that are not currently eligible to receive payment of temporary disability benefits from either workers' compensation or the employee-paid Supplemental Disability Insurance benefits

(Employees may receive payment from the employer-paid Short-Term Disability Insurance.)

- D. Is projected to cause a minimum of 30 days' absence in a calendar year, and involves:
- a. A period of illness or injury or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility; or
 - b. A period of illness or injury requiring absence of more than seven calendar days from work, and that also involves continuing treatment by (or under the supervision of) a licensed health care provider; or
 - c. A period of illness or injury (or treatment) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
 - d. A period of illness or injury that is long-term due to a condition for which treatment may be ineffective (e.g., stroke, terminal disease); or
 - e. An absence to receive multiple treatments (including any period of recovery from the treatments) either for restorative surgery after an accident or other injury, or for a chronic condition (e.g., cancer or kidney disease).
2. Catastrophic Casualty Loss: A serious financial loss is suffered by an employee due to a terrorist attack, fire, or other natural disaster, including severe damage or destruction of the employee's primary residence, regardless of whether it has been declared a major disaster or emergency by the Governor of California or the President of the United States.
3. Family Member: Any of the following persons qualify as a family member:
- A. A child which for the purposes of this article means a biological, adopted, step-, or foster child, legal ward or a child to whom the employee stands in loco parentis;
 - B. A biological, adopted, step-, or foster parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - C. A spouse
 - D. A registered domestic partner;
 - a. Domestic Partner means the individual designated as an employee's domestic partner under one of the following methods:
 - i. Registration of the partnership with the State of California;
 - ii. Establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership.

- E. A grandparent
- F. A grandchild
- G. A sibling

C. Persons Affected

All employees have been employed continuously by the County for six months and have reached permanent status shall be eligible to participate in this program.

D. Exceptions

Requests that exceed what is allowed under this policy or that are not expressly addressed by this policy are considered exceptions to this policy. A request for an exception to policy requires, at minimum, approval the County Administrative Officer (CAO). At the discretion of the CAO, depending on the circumstances, some exceptions may require Board of Supervisor approval.

E. Policy Statement

1. Provisions of Leave

A. Applicable Situations

- a. The Receiving Employee's absence from work must be due to:
 - i. The Employee's own catastrophic illness or injury; or
 - ii. The catastrophic illness or injury of the employee's spouse, domestic partner, parent, child, sibling, grandparent, or grandchild (or in-law or step-relative in one of these relationships); or
 - iii. The catastrophic illness or injury of any other person residing in the employee's household for whom there is a personal obligation; or
 - iv. The employee's need to manage his or her personal affairs due to a catastrophic casualty loss.
- b. The catastrophic illness or injury must be verified. In addition, verification of a family member or other eligible person will be required in accordance with County policy.

B. Receiving-Employee Conditions – The receiving employee must:

- a. Be in good standing (Employees in good standing are not currently on performance improvement plans, or corrective or disciplinary actions. Exceptions may be approved by the CAO.)
- b. Be in a position that accrues vacation leave.
- c. Have exhausted all sick, vacation, and compensatory time off leave.
- d. Not currently be eligible for workers' compensation benefits and disability benefits (when applicable);
- e. Be on an approved leave of absence.

C. Donating-Employee Conditions – A donating employee must:

- a. Be in a position that accrues compensatory time or vacation leave;

- b. Retain a minimum of 40 hours of vacation leave for personal use;
- c. Have sufficient compensatory time or vacation leave to cover the donation (Leave may not be donated prior to its accrual.)
- d. Complete an Employee Donation Leave request which states:
 - i. The name of the donating employee, social security number, and department name;
 - ii. the name and department of the eligible employee to whom the time is being donated;
 - iii. the number of hours the employee wishes to donate and whether they are compensatory time or vacation time hours; and
 - iv. the request must be signed by the donating employee authorizing the transfer of donated time to the eligible employee.

D. Donation

- a. The donating employee may donate any available amount of compensatory time or vacation credit so long as they retain a minimum of 40 hours of vacation accrual.
- b. The donation shall be on an hour-for-hour basis regardless of differences in pay scales of the Donating and Receiving employee. (i.e. an employee who makes \$15 per hour donates 8 hours to an employee who makes \$7.50 per hour. The total donation credited to the receiving employee will be 8 hours.)
- c. Donations are voluntary and are irrevocable.

E. Minimum Donation

- a. The minimum donation of vacation leave under this policy is eight (8) hours. Donations above this amount must be made in four-hour (4-hour) increments.

F. Maximum Credit

- a. A receiving-employee will not be credited with compensatory time or vacation credits that exceed the number of hours needed to ensure continuance of the employee's regular salary during the period of the approved catastrophic leave.

G. Misuse of leave

- a. Misrepresenting for requesting time off, or misrepresenting reasons in applying for a leave of absence, may result in disciplinary action, including suspension without pay and/or termination from employment.
- b. An employee on a leave of absence may not utilize leave on an intermittent basis for purposes of eligibility for holiday pay and employer-paid contributions towards benefits.

- c. Individuals on approved leaves of absence for which a medical certification is required may jeopardize their right to leave and/or their continued employment by engaging in activities that are incompatible with the medical certification submitted in support of the leave.

2. Tax Consequences

- A. The Employee receiving the donation will be responsible for any applicable taxes on the earnings. An employee who donates leave to other employees may be subject to tax liability. Donating employees should check with their tax advisors prior to making any donations.

F. Roles and Responsibilities

Department Heads, managers, supervisors, and employees have the responsibility to adhere to the provisions of this policy.

- 12.14 Emergency Leave with Pay - Any employee may be granted emergency leave with pay by his/her Department Head for personal reasons that the department head determines are "urgent," except for medical or dental care. Such emergency leave with pay shall not exceed four (4) hours in any one instance or a maximum of four (4) hours in any one (1) calendar month.

Article 13: Layoff Provisions

- 13.1 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.
- 13.2 Scope of Layoff Procedure - All County employees, except Social Service employees covered under state personnel procedure, shall be covered by the layoff procedure described herein.
- 13.3 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 Department Head may lay off employees for the following reasons:
- A. Necessity, based on lack of funds or work;
 - B. In the interests of the economy, reduce the departmental staff;
 - C. Return of another employee with greater seniority, from a leave of absence.
- 13.4 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

- B. In each instance, the layoff will be in inverse order of seniority within the affected department. In the event two (2) 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.
- C. An appropriate exemption may be given to jobs that require certain degrees of specialization, certification, or licensing, as determined by the department head. The exemption may be applied to any category in subsections A1 through A4 above.
- D. A "department" shall be defined as all budget and organizational units that report to one Department Head.

13.5 Procedure in place of Layoff

- A. In place of being laid off in his 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 has served with permanent status in said employee's department or another department in the county in which he/she 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 he would displace an employee whose total county service exceeds that of any 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 outlined in that subsection.

13.6 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 day of the action. A copy of the layoff procedure shall be made a part of the notice. UPEC shall be provided with a copy of the said notice when the affected employee is notified.
- B. An employee receiving such written notice shall have five (5) working days in which to reply. Within five (5) days, the employee shall notify his department head in writing of the alternative the affected employee has selected, if any.

13.7 Reemployment Rights - Permanent and probationary employees laid off shall be placed on a reemployment list for the class in which they were employed. The list will

be established and maintained by the Administration/HR in the inverse order of 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 (1) year. An employee, if recalled within one (1) 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 refused employment after recall from such reemployment list, his/her name shall be removed from the list.

- 13.8 Reduction in Hours in place of Layoff - The Board of Supervisors may order a reduced work hours program within a given budget unit. The employees within such a budget unit shall have their compensation reduced proportionally to the number of reduced hours. There shall be a limitation of twenty (20%) percent of total hours reduced within a given workweek. Employees experiencing a reduction shall continue to accrue county seniority without interruption. Vacation and sick leave accrual will be reduced accordingly. Such reduction in work hours shall not affect health plan benefits. The County recognizes its obligation to participate in the meet and confer process regarding the method of implementing work furloughs.

Article 14: Miscellaneous Provisions

14.1 Permanent Part-time Employees

- A. The County agrees that permanent part-time employees working at least one-half time (1/2) may accrue sick leave and vacation in a pro-rata amount to hours worked.
- B. The County agrees that medical, dental, and vision insurance premiums (family rate) will be paid by the County on the following basis:

Percent of full-time the schedule worked	Percent of premium paid by County
Up to 50%	0%
51% to 100%	100% of the premium paid by County through the Flexible Benefit Plan

14.2 Classification Issues

- A. The County agrees to notify UPEC in writing, including any job descriptions and specifications that have been developed, of any new position proposed to be adopted by the Board of Supervisors that is intended to be placed in the UPEC-represented unit, in advance of such action by the Board of Supervisors.

- B. The County agrees to notify UPEC in writing, including any job descriptions and specifications that have been developed, of any position represented by UPEC intended to be reclassified by the Board of Supervisors, in advance of such action.

14.5 Education Reimbursement Program: Refer to Attachment H.

14.6 Extra-Help Employees - County Department Heads will make every reasonable effort to utilize extra-help employees who were needed because of temporary absences of regular employees, the temporary workload increased, or other reasons.

14.7 Required Probationary Period - Persons entering the County service shall serve a probationary period of twelve (12) months, such period to run from the first of the month following the date of employment; or, in the event, the employment is on the first day of the month, then from that date. The length of individual probationary periods shall be increased by adding thereto periods during which an employee while serving as a probationer, is absent from his position. However, a person re-employed in a position in which he was previously a regular employee and from which he was separated in good standing, shall not be required to serve a probationary period if such reemployment occurs within two (2) years from the date of separation.

- A. The probationary period following promotion: An employee who is promoted to a new position in a higher range shall serve a six (6) month probationary period before attaining regular employee status in that position. Any probationary period following promotion shall not affect vacation, health insurance, or sick leave benefits.

14.8 Probationary Rejection

A. Promotional Probation

The parties agree that any employee rejected from a promotional probationary period shall be rejected only for failure or inability to perform the duties of their position. This does not restrict in any way the right of the County to discipline for good cause. An employee who is rejected during their promotional probationary period shall have a right to return to the position from which they were promoted provided they were in permanent status. The employee shall not have the right to appeal the rejection of probation.

B. Initial Probation

Whenever an employee is rejected during their initial probationary period, they shall be separated from County service. This section intends that an employee rejected during their probationary period after being promoted from an entry or trainee-level position shall also be separated from County service and shall have no right to return to their prior entry or trainee-level position.

The parties agree that any employee rejected from initial probation shall have no appeal rights other than that required by State Merit Systems for Social Services employees.

14.9 Jury Duty - A regular employee shall be allowed such time off with pay as is required in connection with jury duty; provided, however, that payment shall be made for such time off only upon remittance of full jury fees, or upon submission of acceptable evidence that jury fees were waived. Such an employee shall notify his appointing authority immediately upon receiving notice of jury duty. An employee who takes a vacation or compensating time off while on jury duty shall not be required to remit or waive jury fees to receive his regular salary. This section does not apply to the Grand Jury service.

14.10 Military Absences

- A. The County Auditor 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 ordinance codified in this chapter and are also delegated to the County Auditor for administration.
- B. A specific calendar period of military leave shall be established for each employee who is granted leave according to the Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty, and reasonable travel time connected therewith. An employee who does not return within the period of approved military leave shall be granted three months' additional military leave, and thereafter be terminated; provided, however, that an employee who is so terminated and who later requests to return to duty shall be granted any benefits and privileges which are required by the Military and Veterans Code.
- C. An employee who is a member of the Reserve Corps of the Armed Forces, of the National Guard, or the Naval Militia, who has one (1) full year of continuous service immediately preceding the leave, and who takes temporary military leave of one hundred eighty days (180) or less (including travel time) shall be maintained in his/her position and, upon his/her 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 his/her position which he/she would have accrued had they not been absent on military leave.
- D. An employee who takes military leave other than as described in subsection B or C above shall have the right, if released under other than dishonorable conditions, including while on terminal leave, to return to his/her former position within three (3) months after termination of his 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 he/she could terminate or could cause to

have terminated his/her active military service. Such employee shall receive no benefits for the period of his/her absence, except as provided in subsections B or C of this section, but following his/her return to duty, such employee shall resume accrual of all benefits as though he/she had not been absent on military leave.

An employee who has one (1) full year of continuous service immediately before taking ordered military leave following subsection B or C above shall receive a payment equivalent to the salary he 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 (30) calendar days' salary in any one fiscal year. To determine the one (1) year of continuous service concerning subsection B or C above, all service in the recognized military service shall be counted.

- E. Any employee who resigned to enter military service shall have the right to return to county employment within six (6) months of termination of his/her 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 he/she could terminate or cause to have terminated his/her active military service. The employee shall be entitled to such status as he/she would have if he/she had not resigned. In all other regards, he/she shall be treated as a new employee.
- 14.12 Rest Periods - Subject to the discretion and control of the department head, all employees shall be allowed rest periods, not to exceed fifteen (15) minutes during every three consecutive hours of work. The department head may designate the location or locations at which rest periods may be taken.
- 14.13 Lunch Period - All employees normally shall be allowed a lunch period of not less than thirty (30) minutes, nor more than one (1) hour, which shall be scheduled generally in the middle of the work shift. The period taken for lunch shall not be included in calculating the time worked by employees.
- 14.14 Uniforms and Special Clothing - When required for the convenience and benefit of the County, employees may be required to wear uniform clothing, as specified by the Department Head. Upon approval of the board, the Department Head may authorize the provision or partial provision for such clothing, and/or the cleaning and maintenance of such clothing, or he/she may authorize the payment of a clothing allowance in place of such provisions.
- 14.15 Personnel Files - The County shall give a copy of any material placed in the employee's permanent personnel file to the employee. Employees shall be permitted to inspect such personnel files upon request. Documents excepted from inspection by employees include records of an employee relating to the investigation of a possible criminal offense.

- 14.16 Leave of Absence - A "leave of absence" is a period during which an employee is not on the county payroll and is receiving no compensation, either in the form of wages, vacation or sick leave, retirement, or medical insurance. The following rules shall apply to employee leaves of absence.
- A. Group medical and dental insurance may be maintained during periods of leaves of absence if the employee personally pays the premium to the Human Resources Office.
 - B. Return following a leave of absence is not an appointment but is a continuation of service, however, salary and benefits shall be based on actual service.
 - C. Any employee who does not return at the end of an approved leave will be terminated.
 - D. The Department Head shall notify the Administration/HR Office if a leave of absence is granted.
 - E. Maternity leaves of absence will be granted for four (4) months. The period may be extended by the Department Head if medical documentation justifying the extension is presented to the Department Head for review.
 - F. Non-medical leaves of absence will be limited to one (1) month, and will not be granted except in special circumstances at the discretion of the department head.
- 14.17 Working Out of Class - Whenever an employee is assigned duties and responsibilities of a higher classification and such assignments are for a period of at least thirty (30) consecutive calendar days, the County Administrative Officer may approve additional compensation in the amount of five (5%) percent above the employee's base salary during such temporary assignment. No out-of-class assignment may continue for a period exceeding six (6) months. If an emergency or extenuating circumstances exist, the time may be extended with the approval of the County Administrative Officer.
- 14.18 Medical Termination - An employee may be terminated when the employee's ability to perform his/her 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.
- 14.19 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. A request from the employee must be made within six (6) calendar months from the date of medical termination. Employees who are medically reinstated shall be considered to be new employees for purposes such as probationary period, seniority, benefit, accumulation, etc.
-

14.20 Preparation of Memorandum of Understanding – The parties agree that it is important to prepare this agreement as quickly as possible and both agree to do so in the most expeditious fashion possible following the adoption of this agreement by the Board of Supervisors.

14.21 Commercial Driver's License – Medical exams required for a Department of Motor Vehicles (D.M.V.) commercial driver's license will be provided at a designated County facility at no cost to the employee whose job requires a commercial driver's license. Employees who choose not to use the County facility shall be required to pay the cost of the said medical exam.

14.22 New Employee Notification and Employee Contact Information

A. New Employee Orientation

This section shall apply to employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is the recognized employee organization.

New employee orientation shall occur within thirty (30) days of an employee's hire. The Union will be provided not less than ten (10) calendar days notice in advance of the time, date, and location of the orientation. The Union will be given up to thirty (30) minutes as part of the orientation to present Union membership information.

B. Information Provided to Union

The Employer will provide the Union with a digital file via email to the email address designated by the Union containing the following information:

- Name;
- Job title;
- Department;
- Work location;
- Work, home, and personal cellular telephone numbers;
- Personal email addresses on file with the Employer;
- Home address.

Such information will be provided as follows:

1. For new hires: Within thirty (30) days of the date of hire.
2. Regularly, for all bargaining unit employees: Not less than every one hundred and twenty (120) days.

Notwithstanding the foregoing, limited to the express purpose of AB 119 requirements only, an employee may opt out via written request to the Employer (Administration/HR) (copy to the Union) to direct the Employer to withhold disclosure of the employees:

- Home address;
 - Home telephone number;
-

- Personal cellular telephone number;
- Personal email address.

14.23 Lateral Transfer Policy - The Parties agree to meet and confer outside of the MOU on the development of a Lateral Transfer Policy applicable to current employees expressing interest in applying for open lateral positions in other County departments. The goal of such policy, if agreed upon, is to identify those positions deemed "lateral" or constituting the same "career path" within the various County departments, and specifying that if the employee is selected for the lateral transfer or career path classification, the employee will maintain his or her existing seniority upon moving to the lateral or career path position.

Article 15: Maintenance of Membership

15.1 Maintenance of Membership – All UPEC members who are members as of the date of ratification of this Agreement or who, thereafter, during its term become members of UPEC, shall, maintain their membership in UPEC for the term of this Agreement; provided, however, that any such member may resign from membership in UPEC during the month of November each year, by sending a certified letter (return receipt requested) to **UPEC headquarters, 1800 Park Marina Drive, Redding, CA 96001**. This letter shall be postmarked during the month of November and shall state that the employee is resigning his/her membership and is revoking his/her membership and is revoking his/her authorization.

The County shall deduct dues and/or fees from employees' payroll warrants as certified by the UNION. Employees will be directed to the UNION for enrollment or withdrawal/cancellation of such dues and/or fees.

The Union shall indemnify the County for any claims made by the employee for deductions made in reliance on the Union's certification. On an annual basis, the Union shall provide the County certified list of those for whom deduction should be made.

Article 16: Savings Clause

16.1 Savings Clause – If any Item or Section of this Agreement should be found invalid, unlawful, or unenforceable by any reason of any existing or subsequently enacted legislation or by a judicial authority, all other items and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any item or section, the County and Union agree to meet within thirty (30) days to renegotiate said item or section.

Article 17: Closing Provisions

17.1 Completion of Negotiations - This Memorandum of Understanding concludes negotiations on salary, fringe benefits, working conditions, and all those items which may be part of the meet and confer process as required by California Government

Code 3500. The parties shall have the authority to initiate negotiations for a successor contract no sooner than six (6) months before the expiration of this MOU.

17.2 The term of this MOU shall be from ratification until January 31, 2024.

COUNTY OF MODOC

**UNITED PUBLIC EMPLOYEES OF CA
LOCAL 792, LIUNA, AFL-CIO
(General Unit)**

DocuSigned by:
Scott McLeran 1/24/2023 | 4:58 PM PST
36D41E4E9938482...
Scott McLeran Date
County Negotiator

DocuSigned by:
Ron Copeland 1/25/2023 | 11:13 AM PST
80AF0CFA13AF41E...
Ron Copeland Date
UPEC Negotiator

DocuSigned by:
Kathie Rhoads 1/27/2023 | 12:13 PM PST
B5B73087A4E341C...
Kathie Rhoads Date
Chair, Board of Supervisors

DocuSigned by:
Crystal Lima 1/25/2023 | 9:52 AM PST
93E2F2055AE6464...
Crystal Lima Date
General Unit Representative

DocuSigned by:
Chester Robertson 1/31/2023 | 2:42 PM PST
C34102854412455...
Chester Robertson Date
County Administrative Officer

DocuSigned by:
Elizabeth Hallmark 1/24/2023 | 5:07 PM PST
E3C4FB573C1C4B5...
Elizabeth Hallmark Date
General Unit Negotiator

DocuSigned by:
Pam Randall 1/24/2023 | 4:28 PM PST
EF2A34A9225D4FF...
Pam Randall Date
Director of HR/Risk Management

DocuSigned by:
John Hueckstaedt 1/24/2023 | 4:21 PM PST
6D6D0DAD92C5498...
John Hueckstaedt Date
General Unit Representative

DocuSigned by:
Greg Kuld 1/26/2023 | 9:53 AM PST
E493A5A7D303463...
Greg Kuld Date
General Unit Representative

DocuSigned by:
Steven Allen 2/1/2023 | 2:32 PM PST
9B5AF8D216CD4F2...
Steve Allen Date
UPEC Business Manager

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Margaret Long
5F86E557A7934E6...
Margaret E. Long Date
County Counsel

DocuSigned by:
Tiffany Martinez
0B89E01A71F4E8...
Tiffany Martinez
Clerk of the Board

Modoc County Employee Benefit Sheet Attachment A: Employee Benefit Sheet

THE CALENDAR YEAR 2023



Represented Members



PACE Anthem PPO 250	Total Premium	County Portion	Employee Deduction	Calendar Year Deductible	
				Member	Family
Employee Only	\$856.98	\$590.81	\$266.17	\$250.00	\$750.00
Employee + One	\$1,713.97	\$1,131.62	\$582.35	\$250.00	\$750.00
Employee + Family	\$2,228.15	\$1,506.10	\$722.05	\$250.00	\$750.00

PACE Anthem PPO 750

Employee Only	\$749.23	\$585.68	\$163.55	\$750.00	\$2,250.00
Employee + One	\$1,498.44	\$1,121.35	\$377.09	\$750.00	\$2,250.00
Employee + Family	\$1,947.98	\$1,492.76	\$455.22	\$750.00	\$2,250.00

PACE Anthem EPO 30

Employee Only	\$813.33	\$588.73	\$224.60	None	None
Employee + One	\$1,626.66	\$1,127.46	\$499.20	None	None
Employee + Family	\$2,114.65	\$1,500.70	\$613.95	None	None

PACE Anthem HDHP 3000 (High Deductible Health Plan)

Employee Only	\$663.61	\$581.60	\$82.01	\$3,000.00	\$6,000.00
Employee + 1	\$1,327.21	\$1,113.20	\$214.01	\$3,000.00	\$6,000.00
Employee + Family	\$1,725.37	\$1,482.16	\$243.21	\$3,000.00	\$6,000.00

Modoc County General Bargaining Unit Attachment B: Classification and Salary List

General Unit

Class Code	Class Description	Range	Salary Steps A-J
4121-001	Accountant/Auditor I	240	\$3,229 - \$5,009
4121-002	Accountant/Auditor II	260	\$3,567 - \$5,533
4020-001	Accounting Technician	169	\$2,266 - \$3,515
4021-003	Administrative Analyst	227	\$3,026 - \$4,694
4020-002	Administrative Assistant	203	\$2,684 - \$4,163
4022-020	Agricultural Field Technician I	233	\$3,117 - \$4,835
4022-021	Agricultural Field Technician II	243	\$3,277 - \$5,084
4022-003	Agricultural Weights & Measures Inspector I	246	\$3,326 - \$5,160
4022-004	Agricultural Weights & Measures Inspector II	265	\$3,657 - \$5,674
4029-001	Air Pollution Specialist I	250	\$3,394 - \$5,264
4029-002	Air Pollution Specialist II	260	\$3,567 - \$5,533
4021-004	Appraiser I	252	\$3,428 - \$5,317
4021-005	Appraiser II	272	\$3,787 - \$5,875
4021-002	Appraiser III	302	\$4,399 - \$6,825
4021-025	Assessor-Recorder Technician I	203	\$2,684 - \$4,163
4021-026	Assessor-Recorder Technician II	223	\$2,966 - \$4,602
4024-001	Assistant Engineer	265	\$3,657 - \$5,674
4022-007	Associate Planner	235	\$3,149 - \$4,884
4024-003	Auto & Equipment Mechanic I	217	\$2,878 - \$4,466
4024-004	Auto & Equipment Mechanic II	227	\$3,026 - \$4,694
4024-005	Auto & Equipment Supervisor	276	\$3,863 - \$5,994
4022-001	Auto & Equipment Mechanic-Weed Abatement Coordinator	227	\$3,026 - \$4,694
4025-027	Behavioral Health Case Management Specialist I	240	\$3,229 - \$5,009
4025-023	Behavioral Health Case Management Specialist II	254	\$3,462 - \$5,370
4025-001	Behavioral Health Clinician I	286	\$4,061 - \$6,300
4025-002	Behavioral Health Clinician II	311	\$4,601 - \$7,139

GENERAL UNIT MOU

4025-003	Behavioral Health Clinician III	332	\$5,108	-	\$7,924
4025-006	Behavioral Health Nurse I	255	\$3,479	-	\$5,397
4025-007	Behavioral Health Nurse II	265	\$3,657	-	\$5,674
4025-008	Behavioral Health Nurse III	276	\$3,863	-	\$5,994
4025-009	Behavioral Health Peer Specialist II	221	\$2,936	-	\$4,555
4025-021	Behavioral Health Peer Specialist III	235	\$3,149	-	\$4,884
4021-012	Buildings and Grounds Maintenance Supervisor	292	\$4,185	-	\$6,492
4021-013	Buildings and Grounds Maintenance Worker I	224	\$2,981	-	\$4,625
4021-014	Buildings and Grounds Maintenance Worker II	234	\$3,133	-	\$4,861
4121-017	Chief District Attorney Investigator	298	\$4,311	-	\$6,689
4121-014	Deputy Clerk I	184	\$2,442	-	\$3,788
4121-015	Deputy Clerk II	204	\$2,697	-	\$4,185
4121-016	Sr. Deputy (Deputy Clerk III)	224	\$2,981	-	\$4,625
3121-001	Deputy District Attorney I	340	\$5,316	-	\$8,247
3121-002	Deputy District Attorney II	359	\$5,846	-	\$9,068
3121-003	Deputy District Attorney III	382	\$6,557	-	\$10,173
4027-001	Deputy Watermaster	179	\$2,382	-	\$3,695
4026-003	Eligibility Specialist I	211	\$2,794	-	\$4,336
4026-003	Eligibility Specialist II	221	\$2,936	-	\$4,555
4026-005	Eligibility Specialist III	241	\$3,245	-	\$5,033
4026-002	Eligibility Specialist Trainee	201	\$2,658	-	\$4,125
4126-003	Eligibility Supervisor	271	\$3,768	-	\$5,845
4026-006	Employment and Training Worker I	221	\$2,936	-	\$4,555
4026-007	Employment and Training Worker II	231	\$3,086	-	\$4,788
4026-008	Employment and Training Worker III	251	\$3,411	-	\$5,291
4126-001	Employment and Training Worker Supervisor	281	\$3,961	-	\$6,144
4024-007	Engineering Technician II	242	\$3,261	-	\$5,059
4020-003	Executive Secretary	193	\$2,554	-	\$3,963
4021-017	Executive Secretary to CAO	213	\$2,822	-	\$4,378
4025-015	Health Education Specialist	233	\$3,117	-	\$4,835
4025-014	Health Program Manager	280	\$3,941	-	\$6,114

GENERAL UNIT MOU

4025-029	Health Services Administrative Clerk I	201	\$2,658	-	\$4,125
4025-030	Health Services Administrative Clerk II	215	\$2,850	-	\$4,422
4025-028	Health Services Administrative Specialist	233	\$3,117	-	\$4,835
4021-018	Information Systems Analyst I	269	\$3,730	-	\$5,788
4021-019	Information Systems Analyst II	279	\$3,921	-	\$6,082
4021-020	Information Systems Analyst III	299	\$4,333	-	\$6,723
4022-014	Juvenile Corrections Counselor I	205	\$2,710	-	\$4,204
4022-015	Juvenile Corrections Counselor II	215	\$2,850	-	\$4,422
4027-002	Library Associate I	131	\$1,874	-	\$2,906
4027-003	Library Associate II	141	\$1,971	-	\$3,059
4024-008	Machinist/Auto & Equipment Mechanic	242	\$3,261	-	\$5,059
4026-009	Migrant Center Manager	175	\$2,334	-	\$3,622
4026-010	Migrant Program Manager	266	\$3,675	-	\$5,702
4020-004	Office Assistant I	191	\$2,528	-	\$3,921
4020-005	Office Assistant II	201	\$2,658	-	\$4,125
4020-006	Office Assistant III	211	\$2,794	-	\$4,336
4021-021	Paralegal I	253	\$3,445	-	\$5,343
4021-025	Paralegal II	273	\$3,806	-	\$5,904
4022-008	Probation Officer I	246	\$3,326	-	\$5,160
4022-018	Probation Officer I (with Associates Degree)	251	\$3,411	-	\$5,291
4022-009	Probation Officer II	260	\$3,567	-	\$5,533
4022-017	Probation Officer III	274	\$3,825	-	\$5,933
4022-011	Probation Technician I	183	\$2,430	-	\$3,772
4022-012	Probation Technician II	198	\$2,619	-	\$4,063
4025-018	Public Health Nurse I	323	\$4,884	-	\$7,576
4025-019	Public Health Nurse (Intern)	323	\$4,884	-	\$7,576
4025-022	Public Health Nurse II	333	\$5,134	-	\$7,965
4024-009	Road Maintenance Supervisor	260	\$3,567	-	\$5,533
4024-010	Road Maintenance Worker I	198	\$2,619	-	\$4,063
4024-011	Road Maintenance Worker II	218	\$2,892	-	\$4,486
4024-012	Road Senior Maintenance Worker	240	\$3,229	-	\$5,009

GENERAL UNIT MOU

4025-020	Senior Environmental Health/Hazardous Material and Waste Specialist	334	\$5,160	-	\$8,005
4022-019	Sheriffs Financial Manager	291	\$4,164	-	\$6,460
4022-010	Sheriff/Fiscal Admin Assistant/OES	274	\$3,825	-	\$5,933
4022-013	Sheriff's Information Systems/Communications Manager	249	\$3,377	-	\$5,238
4026-011	Social Service Aide	225	\$2,996	-	\$4,647
4026-012	Social Worker I	245	\$3,309	-	\$5,133
4026-013	Social Worker II	255	\$3,479	-	\$5,397
4026-014	Social Worker III	275	\$3,844	-	\$5,964
4026-015	Social Worker IV (A)	295	\$4,248	-	\$6,589
4026-016	Social Worker IV (B)	305	\$4,465	-	\$6,925
4126-004	Social Worker Supervisor I	305	\$4,465	-	\$6,925
4126-005	Social Worker Supervisor II	325	\$4,933	-	\$7,654
4026-018	Staff Services Analyst I	240	\$3,229	-	\$5,009
4026-019	Staff Services Analyst II	260	\$3,567	-	\$5,533
4026-023	Staff Services Specialist	220	\$2,921	-	\$4,531
4126-002	Supervising Staff Services Analyst	290	\$4,143	-	\$6,428
4022-016	Supervising Deputy Probation Officer	323	\$4,884	-	\$7,576
4120-001	Support Services Administrator	252	\$3,428	-	\$5,317
4021-023	System Support Analyst	199	\$2,632	-	\$4,083
4021-030	Treasurer/Tax Collector Specialist I	220	\$2,921	-	\$4,531
4021-031	Treasurer/Tax Collector Specialist II	240	\$3,229	-	\$5,009
4021-032	Treasurer/Tax Collector Specialist III	260	\$3,567	-	\$5,533
4022-002	Veteran's Services Officer	213	\$2,822	-	\$4,378
4021-027	Victim Witness Coordinator	282	\$3,981	-	\$6,175

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
1	982	1031	1083	1137	1194	1254	1317	1383	1452	1524
2	987	1036	1088	1142	1199	1259	1322	1388	1457	1530
3	992	1042	1094	1149	1206	1266	1329	1396	1466	1539
4	997	1047	1099	1154	1212	1273	1337	1403	1474	1547
5	1002	1052	1105	1160	1218	1279	1343	1410	1481	1555
6	1007	1057	1110	1166	1224	1285	1349	1417	1488	1562
7	1012	1063	1116	1172	1231	1293	1358	1426	1497	1572
8	1017	1068	1121	1177	1236	1298	1363	1431	1503	1578
9	1022	1073	1127	1183	1242	1304	1369	1438	1510	1585
10	1027	1078	1132	1189	1248	1310	1376	1444	1516	1592
11	1032	1084	1138	1195	1255	1318	1384	1453	1526	1602
12	1037	1089	1143	1200	1260	1323	1389	1459	1532	1608
13	1042	1094	1149	1206	1266	1329	1395	1465	1538	1615
14	1047	1099	1154	1212	1273	1337	1404	1474	1548	1625
15	1052	1105	1160	1218	1279	1343	1410	1481	1555	1632
16	1057	1110	1166	1224	1285	1349	1416	1487	1562	1640
17	1062	1115	1171	1230	1292	1357	1425	1496	1571	1649
18	1067	1120	1176	1235	1297	1362	1430	1502	1577	1656
19	1072	1126	1182	1241	1303	1368	1436	1508	1584	1663
20	1077	1131	1188	1247	1309	1374	1443	1515	1591	1670
21	1082	1136	1193	1253	1316	1382	1451	1524	1600	1680
22	1087	1141	1198	1258	1321	1387	1456	1529	1606	1686
23	1092	1147	1204	1264	1327	1393	1463	1536	1613	1693
24	1097	1152	1210	1271	1335	1402	1472	1546	1623	1704
25	1102	1157	1215	1276	1340	1407	1477	1551	1629	1710
26	1108	1163	1221	1282	1346	1413	1484	1558	1636	1718
27	1114	1170	1229	1290	1355	1423	1494	1569	1647	1730
28	1120	1176	1235	1297	1362	1430	1502	1577	1655	1738
29	1126	1182	1241	1303	1368	1436	1508	1583	1662	1745
30	1132	1189	1248	1310	1376	1445	1517	1593	1673	1756
31	1138	1195	1255	1318	1384	1453	1526	1602	1682	1766
32	1144	1201	1261	1324	1390	1460	1533	1610	1690	1775
33	1150	1208	1268	1331	1398	1468	1541	1618	1699	1784
34	1156	1214	1275	1339	1406	1476	1550	1627	1709	1794
35	1162	1220	1281	1345	1412	1483	1557	1635	1717	1803
36	1168	1226	1287	1351	1419	1490	1565	1643	1725	1811
37	1174	1233	1295	1360	1428	1499	1574	1653	1735	1822
38	1180	1239	1301	1366	1434	1506	1581	1660	1743	1831

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
39	1186	1245	1307	1372	1441	1513	1589	1668	1751	1839
40	1192	1252	1315	1381	1450	1523	1599	1679	1763	1851
41	1198	1258	1321	1387	1456	1529	1605	1686	1770	1859
42	1204	1264	1327	1393	1463	1536	1613	1693	1778	1867
43	1210	1271	1335	1402	1472	1546	1623	1704	1790	1879
44	1216	1277	1341	1408	1478	1552	1630	1711	1797	1886
45	1222	1283	1347	1414	1485	1559	1637	1719	1805	1895
46	1228	1289	1353	1421	1492	1567	1645	1728	1814	1905
47	1234	1296	1361	1429	1500	1575	1654	1736	1823	1914
48	1240	1302	1367	1435	1507	1582	1661	1744	1831	1923
49	1246	1308	1373	1442	1514	1590	1670	1753	1841	1933
50	1252	1315	1381	1450	1523	1599	1679	1763	1851	1944
51	1258	1321	1387	1456	1529	1605	1685	1770	1858	1951
52	1264	1327	1393	1463	1536	1613	1694	1778	1867	1961
53	1270	1334	1401	1471	1545	1622	1703	1788	1878	1972
54	1276	1340	1407	1477	1551	1629	1710	1796	1886	1980
55	1282	1346	1413	1484	1558	1636	1718	1804	1894	1989
56	1288	1352	1420	1491	1566	1644	1726	1813	1903	1998
57	1294	1359	1427	1498	1573	1652	1735	1821	1912	2008
58	1300	1365	1433	1505	1580	1659	1742	1829	1920	2017
59	1307	1372	1441	1513	1589	1668	1751	1839	1931	2027
60	1314	1380	1449	1521	1597	1677	1761	1849	1941	2038
61	1321	1387	1456	1529	1605	1685	1769	1858	1951	2048
62	1328	1394	1464	1537	1614	1695	1780	1869	1962	2060
63	1335	1402	1472	1546	1623	1704	1789	1879	1973	2071
64	1342	1409	1479	1553	1631	1713	1799	1889	1983	2082
65	1349	1416	1487	1561	1639	1721	1807	1897	1992	2092
66	1356	1424	1495	1570	1649	1731	1818	1908	2004	2104
67	1363	1431	1503	1578	1657	1740	1827	1918	2014	2115
68	1370	1439	1511	1587	1666	1749	1836	1928	2025	2126
69	1377	1446	1518	1594	1674	1758	1846	1938	2035	2137
70	1384	1453	1526	1602	1682	1766	1854	1947	2044	2147
71	1391	1461	1534	1611	1692	1777	1866	1959	2057	2160
72	1398	1468	1541	1618	1699	1784	1873	1967	2065	2168
73	1405	1475	1549	1626	1707	1792	1882	1976	2074	2178
74	1412	1483	1557	1635	1717	1803	1893	1988	2087	2192
75	1419	1490	1565	1643	1725	1811	1902	1997	2096	2201
76	1426	1497	1572	1651	1734	1821	1912	2008	2108	2213

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
77	1433	1505	1580	1659	1742	1829	1920	2016	2117	2223
78	1440	1512	1588	1667	1750	1838	1930	2026	2128	2234
79	1447	1519	1595	1675	1759	1847	1939	2036	2138	2245
80	1454	1527	1603	1683	1767	1855	1948	2045	2147	2255
81	1461	1534	1611	1692	1777	1866	1959	2057	2160	2268
82	1468	1541	1618	1699	1784	1873	1967	2065	2168	2277
83	1475	1549	1626	1707	1792	1882	1976	2075	2179	2288
84	1482	1556	1634	1716	1802	1892	1987	2086	2190	2300
85	1489	1563	1641	1723	1809	1899	1994	2094	2198	2308
86	1496	1571	1650	1733	1820	1911	2007	2107	2212	2323
87	1503	1578	1657	1740	1827	1918	2014	2115	2220	2331
88	1511	1587	1666	1749	1836	1928	2024	2126	2232	2343
89	1519	1595	1675	1759	1847	1939	2036	2138	2245	2357
90	1527	1603	1683	1767	1855	1948	2045	2148	2255	2368
91	1535	1612	1693	1778	1867	1960	2058	2161	2269	2382
92	1543	1620	1701	1786	1875	1969	2067	2171	2279	2393
93	1551	1629	1710	1796	1886	1980	2079	2183	2292	2407
94	1559	1637	1719	1805	1895	1990	2090	2194	2304	2419
95	1567	1645	1727	1813	1904	1999	2099	2204	2314	2430
96	1575	1654	1737	1824	1915	2011	2112	2217	2328	2444
97	1583	1662	1745	1832	1924	2020	2121	2227	2338	2455
98	1591	1671	1755	1843	1935	2032	2134	2240	2352	2470
99	1599	1679	1763	1851	1944	2041	2143	2250	2363	2481
100	1607	1687	1771	1860	1953	2051	2154	2261	2374	2493
101	1615	1696	1781	1870	1964	2062	2165	2273	2387	2506
102	1623	1704	1789	1878	1972	2071	2175	2283	2397	2517
103	1631	1713	1799	1889	1983	2082	2186	2295	2410	2531
104	1639	1721	1807	1897	1992	2092	2197	2306	2422	2543
105	1647	1729	1815	1906	2001	2101	2206	2316	2432	2554
106	1655	1738	1825	1916	2012	2113	2219	2330	2446	2568
107	1663	1746	1833	1925	2021	2122	2228	2340	2456	2579
108	1671	1755	1843	1935	2032	2134	2241	2353	2470	2594
109	1679	1763	1851	1944	2041	2143	2250	2363	2481	2605
110	1687	1771	1860	1953	2051	2154	2262	2375	2494	2618
111	1695	1780	1869	1962	2060	2163	2271	2385	2504	2629
112	1703	1788	1877	1971	2070	2174	2283	2397	2517	2643
113	1712	1798	1888	1982	2081	2185	2294	2409	2529	2656
114	1721	1807	1897	1992	2092	2197	2307	2422	2543	2670

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
115	1730	1817	1908	2003	2103	2208	2318	2434	2556	2684
116	1739	1826	1917	2013	2114	2220	2331	2448	2570	2698
117	1748	1835	1927	2023	2124	2230	2342	2459	2582	2711
118	1757	1845	1937	2034	2136	2243	2355	2473	2597	2726
119	1766	1854	1947	2044	2146	2253	2366	2484	2608	2739
120	1775	1864	1957	2055	2158	2266	2379	2498	2623	2754
121	1784	1873	1967	2065	2168	2276	2390	2509	2635	2766
122	1793	1883	1977	2076	2180	2289	2403	2524	2650	2782
123	1802	1892	1987	2086	2190	2300	2415	2536	2663	2796
124	1811	1902	1997	2097	2202	2312	2428	2549	2676	2810
125	1820	1911	2007	2107	2212	2323	2439	2561	2689	2824
126	1829	1920	2016	2117	2223	2334	2451	2573	2702	2837
127	1838	1930	2027	2128	2234	2346	2463	2586	2716	2852
128	1847	1939	2036	2138	2245	2357	2475	2599	2729	2865
129	1856	1949	2046	2148	2255	2368	2486	2611	2741	2878
130	1865	1958	2056	2159	2267	2380	2499	2624	2755	2893
131	1874	1968	2066	2169	2277	2391	2511	2636	2768	2906
132	1883	1977	2076	2180	2289	2403	2523	2649	2782	2921
133	1892	1987	2086	2190	2300	2415	2536	2663	2796	2935
134	1901	1996	2096	2201	2311	2427	2548	2676	2810	2950
135	1911	2007	2107	2212	2323	2439	2561	2689	2823	2965
136	1921	2017	2118	2224	2335	2452	2575	2703	2838	2980
137	1931	2028	2129	2235	2347	2464	2587	2717	2852	2995
138	1941	2038	2140	2247	2359	2477	2601	2731	2867	3011
139	1951	2049	2151	2259	2372	2491	2616	2746	2884	3028
140	1961	2059	2162	2270	2384	2503	2628	2760	2898	3042
141	1971	2070	2174	2283	2397	2517	2643	2775	2914	3059
142	1981	2080	2184	2293	2408	2528	2654	2787	2926	3073
143	1991	2091	2196	2306	2421	2542	2669	2803	2943	3090
144	2001	2101	2206	2316	2432	2554	2682	2816	2957	3104
145	2011	2112	2218	2329	2445	2567	2695	2830	2972	3120
146	2021	2122	2228	2339	2456	2579	2708	2843	2986	3135
147	2031	2133	2240	2352	2470	2594	2724	2860	3003	3153
148	2041	2143	2250	2363	2481	2605	2735	2872	3016	3166
149	2051	2154	2262	2375	2494	2619	2750	2887	3032	3183
150	2061	2164	2272	2386	2505	2630	2762	2900	3045	3197
151	2071	2175	2284	2398	2518	2644	2776	2915	3061	3214
152	2081	2185	2294	2409	2529	2655	2788	2927	3073	3227

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
153	2091	2196	2306	2421	2542	2669	2802	2943	3090	3244
154	2101	2206	2316	2432	2554	2682	2816	2957	3105	3260
155	2112	2218	2329	2445	2567	2695	2830	2971	3120	3276
156	2123	2229	2340	2457	2580	2709	2844	2987	3136	3293
157	2134	2241	2353	2471	2595	2725	2861	3004	3155	3312
158	2145	2252	2365	2483	2607	2737	2874	3018	3168	3327
159	2156	2264	2377	2496	2621	2752	2890	3034	3186	3345
160	2167	2275	2389	2508	2633	2765	2903	3048	3201	3361
161	2178	2287	2401	2521	2647	2779	2918	3064	3217	3378
162	2189	2298	2413	2534	2661	2794	2934	3080	3234	3396
163	2200	2310	2426	2547	2674	2808	2948	3096	3251	3413
164	2211	2322	2438	2560	2688	2822	2963	3111	3267	3430
165	2222	2333	2450	2573	2702	2837	2979	3128	3284	3448
166	2233	2345	2462	2585	2714	2850	2993	3142	3299	3464
167	2244	2356	2474	2598	2728	2864	3007	3158	3315	3481
168	2255	2368	2486	2610	2741	2878	3022	3173	3332	3498
169	2266	2379	2498	2623	2754	2892	3037	3188	3348	3515
170	2277	2391	2511	2637	2769	2907	3052	3205	3365	3533
171	2288	2402	2522	2648	2780	2919	3065	3218	3379	3548
172	2299	2414	2535	2662	2795	2935	3082	3236	3398	3568
173	2310	2426	2547	2674	2808	2948	3095	3250	3413	3583
174	2322	2438	2560	2688	2822	2963	3111	3267	3430	3602
175	2334	2451	2574	2703	2838	2980	3129	3285	3450	3622
176	2346	2463	2586	2715	2851	2994	3144	3301	3466	3639
177	2358	2476	2600	2730	2867	3010	3161	3319	3484	3659
178	2370	2489	2613	2744	2881	3025	3176	3335	3502	3677
179	2382	2501	2626	2757	2895	3040	3192	3352	3519	3695
180	2394	2514	2640	2772	2911	3057	3210	3370	3539	3716
181	2406	2526	2652	2785	2924	3070	3224	3385	3554	3732
182	2418	2539	2666	2799	2939	3086	3240	3402	3572	3751
183	2430	2552	2680	2814	2955	3103	3258	3421	3592	3772
184	2442	2564	2692	2827	2968	3116	3272	3435	3607	3788
185	2454	2577	2706	2841	2983	3132	3289	3453	3626	3807
186	2466	2589	2718	2854	2997	3147	3304	3470	3643	3825
187	2478	2602	2732	2869	3012	3163	3321	3487	3662	3845
188	2490	2615	2746	2883	3027	3178	3337	3504	3679	3863
189	2502	2627	2758	2896	3041	3193	3353	3520	3696	3881
190	2515	2641	2773	2912	3058	3211	3372	3540	3717	3903

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
191	2528	2654	2787	2926	3072	3226	3387	3557	3734	3921
192	2541	2668	2801	2941	3088	3242	3404	3574	3753	3941
193	2554	2682	2816	2957	3105	3260	3423	3594	3774	3963
194	2567	2695	2830	2972	3121	3277	3441	3613	3794	3983
195	2580	2709	2844	2986	3135	3292	3457	3629	3811	4001
196	2593	2723	2859	3002	3152	3310	3476	3649	3832	4023
197	2606	2736	2873	3017	3168	3326	3492	3667	3850	4043
198	2619	2750	2888	3032	3184	3343	3510	3686	3870	4063
199	2632	2764	2902	3047	3199	3359	3527	3703	3888	4083
200	2645	2777	2916	3062	3215	3376	3545	3722	3908	4104
201	2658	2791	2931	3078	3232	3394	3564	3742	3929	4125
202	2671	2805	2945	3092	3247	3409	3579	3758	3946	4144
203	2684	2818	2959	3107	3262	3425	3596	3776	3965	4163
204	2697	2832	2974	3123	3279	3443	3615	3796	3986	4185
205	2710	2846	2988	3137	3294	3459	3632	3814	4004	4204
206	2724	2860	3003	3153	3311	3477	3651	3833	4025	4226
207	2738	2875	3019	3170	3329	3495	3670	3853	4046	4248
208	2752	2890	3035	3187	3346	3513	3689	3873	4067	4270
209	2766	2904	3049	3201	3361	3529	3705	3891	4085	4290
210	2780	2919	3065	3218	3379	3548	3725	3912	4107	4313
211	2794	2934	3081	3235	3397	3567	3745	3933	4129	4336
212	2808	2948	3095	3250	3413	3584	3763	3951	4149	4356
213	2822	2963	3111	3267	3430	3602	3782	3971	4170	4378
214	2836	2978	3127	3283	3447	3619	3800	3990	4189	4399
215	2850	2993	3143	3300	3465	3638	3820	4011	4211	4422
216	2864	3007	3157	3315	3481	3655	3838	4030	4231	4443
217	2878	3022	3173	3332	3499	3674	3858	4051	4253	4466
218	2892	3037	3189	3348	3515	3691	3876	4069	4273	4486
219	2906	3051	3204	3364	3532	3709	3894	4089	4294	4508
220	2921	3067	3220	3381	3550	3728	3914	4110	4316	4531
221	2936	3083	3237	3399	3569	3747	3934	4131	4338	4555
222	2951	3099	3254	3417	3588	3767	3955	4153	4361	4579
223	2966	3114	3270	3434	3606	3786	3975	4174	4383	4602
224	2981	3130	3287	3451	3624	3805	3995	4195	4405	4625
225	2996	3146	3303	3468	3641	3823	4014	4215	4426	4647
226	3011	3162	3320	3486	3660	3843	4035	4237	4449	4671
227	3026	3177	3336	3503	3678	3862	4055	4258	4471	4694
228	3041	3193	3353	3521	3697	3882	4076	4280	4494	4719

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
229	3056	3209	3369	3537	3714	3900	4095	4300	4515	4740
230	3071	3225	3386	3555	3733	3920	4116	4322	4538	4765
231	3086	3240	3402	3572	3751	3939	4136	4343	4560	4788
232	3101	3256	3419	3590	3770	3959	4157	4365	4583	4812
233	3117	3273	3437	3609	3789	3978	4177	4386	4605	4835
234	3133	3290	3455	3628	3809	3999	4199	4409	4629	4861
235	3149	3306	3471	3645	3827	4018	4219	4430	4651	4884
236	3165	3323	3489	3663	3846	4038	4240	4452	4674	4908
237	3181	3340	3507	3682	3866	4059	4262	4475	4699	4934
238	3197	3357	3525	3701	3886	4080	4284	4498	4723	4959
239	3213	3374	3543	3720	3906	4101	4306	4521	4747	4985
240	3229	3390	3560	3738	3925	4121	4327	4543	4771	5009
241	3245	3407	3577	3756	3944	4141	4348	4565	4794	5033
242	3261	3424	3595	3775	3964	4162	4370	4589	4818	5059
243	3277	3441	3613	3794	3984	4183	4392	4612	4842	5084
244	3293	3458	3631	3813	4004	4204	4414	4635	4867	5110
245	3309	3474	3648	3830	4022	4223	4434	4656	4889	5133
246	3326	3492	3667	3850	4043	4245	4457	4680	4914	5160
247	3343	3510	3686	3870	4064	4267	4480	4704	4940	5187
248	3360	3528	3704	3889	4083	4287	4501	4726	4963	5211
249	3377	3546	3723	3909	4104	4309	4524	4751	4988	5238
250	3394	3564	3742	3929	4125	4331	4548	4775	5014	5264
251	3411	3582	3761	3949	4146	4353	4571	4799	5039	5291
252	3428	3599	3779	3968	4166	4374	4593	4822	5063	5317
253	3445	3617	3798	3988	4187	4396	4616	4847	5089	5343
254	3462	3635	3817	4008	4208	4418	4639	4871	5114	5370
255	3479	3653	3836	4028	4229	4440	4662	4895	5140	5397
256	3496	3671	3855	4048	4250	4463	4686	4920	5166	5425
257	3513	3689	3873	4067	4270	4484	4708	4944	5191	5450
258	3531	3708	3893	4088	4292	4507	4732	4969	5217	5478
259	3549	3726	3912	4108	4313	4529	4755	4993	5243	5505
260	3567	3745	3932	4129	4335	4552	4780	5019	5270	5533
261	3585	3764	3952	4150	4358	4576	4805	5045	5297	5562
262	3603	3783	3972	4171	4380	4599	4829	5070	5324	5590
263	3621	3802	3992	4192	4402	4622	4853	5096	5351	5618
264	3639	3821	4012	4213	4424	4645	4877	5121	5377	5646
265	3657	3840	4032	4234	4446	4668	4901	5146	5404	5674
266	3675	3859	4052	4255	4468	4691	4926	5172	5430	5702

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
267	3693	3878	4072	4276	4490	4715	4951	5198	5458	5731
268	3711	3897	4092	4297	4512	4738	4975	5224	5485	5759
269	3730	3917	4113	4319	4535	4762	5000	5250	5513	5788
270	3749	3936	4133	4340	4557	4785	5024	5275	5539	5816
271	3768	3956	4154	4362	4580	4809	5049	5302	5567	5845
272	3787	3976	4175	4384	4603	4833	5075	5328	5595	5875
273	3806	3996	4196	4406	4626	4857	5100	5355	5623	5904
274	3825	4016	4217	4428	4649	4881	5125	5381	5650	5933
275	3844	4036	4238	4450	4673	4907	5152	5410	5680	5964
276	3863	4056	4259	4472	4696	4931	5178	5436	5708	5994
277	3882	4076	4280	4494	4719	4955	5203	5463	5736	6023
278	3901	4096	4301	4516	4742	4979	5228	5489	5764	6052
279	3921	4117	4323	4539	4766	5004	5254	5517	5793	6082
280	3941	4138	4345	4562	4790	5030	5282	5546	5823	6114
281	3961	4159	4367	4585	4814	5055	5308	5573	5852	6144
282	3981	4180	4389	4608	4838	5080	5334	5601	5881	6175
283	4001	4201	4411	4632	4864	5107	5362	5630	5912	6208
284	4021	4222	4433	4655	4888	5132	5389	5658	5941	6238
285	4041	4243	4455	4678	4912	5158	5416	5687	5971	6270
286	4061	4264	4477	4701	4936	5183	5442	5714	6000	6300
287	4081	4285	4499	4724	4960	5208	5468	5742	6029	6330
288	4101	4306	4521	4747	4984	5233	5495	5769	6058	6361
289	4122	4328	4544	4771	5010	5261	5524	5800	6090	6395
290	4143	4350	4568	4796	5036	5288	5552	5830	6122	6428
291	4164	4372	4591	4821	5062	5315	5581	5860	6153	6460
292	4185	4394	4614	4845	5087	5341	5608	5888	6183	6492
293	4206	4416	4637	4869	5112	5368	5636	5918	6214	6525
294	4227	4438	4660	4893	5138	5395	5665	5948	6245	6558
295	4248	4460	4683	4917	5163	5421	5692	5977	6275	6589
296	4269	4482	4706	4941	5188	5447	5719	6005	6306	6621
297	4290	4505	4730	4967	5215	5476	5750	6037	6339	6656
298	4311	4527	4753	4991	5241	5503	5778	6067	6370	6689
299	4333	4550	4778	5017	5268	5531	5808	6098	6403	6723
300	4355	4573	4802	5042	5294	5559	5837	6129	6435	6757
301	4377	4596	4826	5067	5320	5586	5865	6159	6466	6790
302	4399	4619	4850	5093	5348	5615	5896	6191	6500	6825
303	4421	4642	4874	5118	5374	5643	5925	6221	6532	6859
304	4443	4665	4898	5143	5400	5670	5954	6251	6564	6892

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
305	4465	4688	4922	5168	5426	5697	5982	6281	6595	6925
306	4487	4711	4947	5194	5454	5727	6013	6314	6630	6961
307	4509	4734	4971	5220	5481	5755	6043	6345	6662	6995
308	4532	4759	4997	5247	5509	5784	6073	6377	6696	7030
309	4555	4783	5022	5273	5537	5814	6105	6410	6730	7067
310	4578	4807	5047	5299	5564	5842	6134	6441	6763	7101
311	4601	4831	5073	5327	5593	5873	6167	6475	6799	7139
312	4624	4855	5098	5353	5621	5902	6197	6507	6832	7174
313	4647	4879	5123	5379	5648	5930	6227	6538	6865	7208
314	4670	4904	5149	5406	5676	5960	6258	6571	6899	7244
315	4693	4928	5174	5433	5705	5990	6290	6604	6934	7281
316	4716	4952	5200	5460	5733	6020	6321	6637	6969	7317
317	4740	4977	5226	5487	5761	6049	6351	6669	7002	7353
318	4764	5002	5252	5515	5791	6081	6385	6704	7040	7391
319	4788	5027	5278	5542	5819	6110	6416	6736	7073	7427
320	4812	5053	5306	5571	5850	6143	6450	6773	7111	7467
321	4836	5078	5332	5599	5879	6173	6482	6806	7146	7503
322	4860	5103	5358	5626	5907	6202	6512	6838	7180	7539
323	4884	5128	5384	5653	5936	6233	6545	6872	7215	7576
324	4908	5153	5411	5682	5966	6264	6577	6906	7251	7614
325	4933	5180	5439	5711	5997	6297	6612	6942	7290	7654
326	4958	5206	5466	5739	6026	6327	6643	6976	7324	7691
327	4983	5232	5494	5769	6057	6360	6678	7012	7362	7731
328	5008	5258	5521	5797	6087	6391	6711	7046	7398	7768
329	5033	5285	5549	5826	6117	6423	6744	7081	7435	7807
330	5058	5311	5577	5856	6149	6456	6779	7118	7474	7847
331	5083	5337	5604	5884	6178	6487	6811	7152	7510	7885
332	5108	5363	5631	5913	6209	6519	6845	7187	7547	7924
333	5134	5391	5661	5944	6241	6553	6881	7225	7586	7965
334	5160	5418	5689	5973	6272	6586	6915	7261	7624	8005
335	5186	5445	5717	6003	6303	6618	6949	7296	7661	8044
336	5212	5473	5747	6034	6336	6653	6986	7335	7702	8087
337	5238	5500	5775	6064	6367	6685	7019	7370	7739	8126
338	5264	5527	5803	6093	6398	6718	7054	7407	7777	8166
339	5290	5555	5833	6125	6431	6753	7091	7445	7817	8208
340	5316	5582	5861	6154	6462	6785	7124	7480	7854	8247
341	5343	5610	5891	6186	6495	6820	7161	7519	7895	8290
342	5370	5639	5921	6217	6528	6854	7197	7557	7934	8331

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
343	5397	5667	5950	6248	6560	6888	7232	7594	7974	8372
344	5424	5695	5980	6279	6593	6923	7269	7633	8014	8415
345	5451	5724	6010	6311	6627	6958	7306	7671	8055	8457
346	5478	5752	6040	6342	6659	6992	7342	7709	8094	8499
347	5505	5780	6069	6372	6691	7026	7377	7746	8133	8540
348	5533	5810	6101	6406	6726	7062	7415	7786	8175	8584
349	5561	5839	6131	6438	6760	7098	7453	7826	8217	8628
350	5589	5868	6161	6469	6792	7132	7489	7863	8256	8669
351	5617	5898	6193	6503	6828	7169	7527	7904	8299	8714
352	5645	5927	6223	6534	6861	7204	7564	7942	8340	8757
353	5673	5957	6255	6568	6896	7241	7603	7983	8382	8801
354	5701	5986	6285	6599	6929	7275	7639	8021	8422	8843
355	5730	6017	6318	6634	6966	7314	7680	8064	8467	8890
356	5759	6047	6349	6666	6999	7349	7716	8102	8507	8933
357	5788	6077	6381	6700	7035	7387	7756	8144	8551	8979
358	5817	6108	6413	6734	7071	7425	7796	8186	8595	9025
359	5846	6138	6445	6767	7105	7460	7833	8225	8636	9068
360	5875	6169	6477	6801	7141	7498	7873	8267	8680	9114
361	5904	6199	6509	6834	7176	7535	7912	8307	8723	9159
362	5934	6231	6543	6870	7214	7575	7954	8351	8769	9207
363	5964	6262	6575	6904	7249	7611	7992	8391	8811	9251
364	5994	6294	6609	6939	7286	7650	8033	8434	8856	9299
365	6024	6325	6641	6973	7322	7688	8072	8476	8900	9345
366	6054	6357	6675	7009	7359	7727	8113	8519	8945	9392
367	6084	6388	6707	7042	7394	7764	8152	8560	8988	9437
368	6114	6420	6741	7078	7432	7804	8194	8604	9034	9486
369	6145	6452	6775	7114	7470	7844	8236	8648	9080	9534
370	6176	6485	6809	7149	7506	7881	8275	8689	9123	9579
371	6207	6517	6843	7185	7544	7921	8317	8733	9170	9628
372	6238	6550	6878	7222	7583	7962	8360	8778	9217	9678
373	6269	6582	6911	7257	7620	8001	8401	8821	9262	9725
374	6300	6615	6946	7293	7658	8041	8443	8865	9308	9774
375	6332	6649	6981	7330	7697	8082	8486	8910	9356	9824
376	6364	6682	7016	7367	7735	8122	8528	8955	9402	9872
377	6396	6716	7052	7405	7775	8164	8572	9001	9451	9923
378	6428	6749	7086	7440	7812	8203	8613	9044	9496	9971
379	6460	6783	7122	7478	7852	8245	8657	9090	9545	10022
380	6492	6817	7158	7516	7892	8287	8701	9136	9593	10073

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
381	6524	6850	7193	7553	7931	8328	8744	9182	9641	10123
382	6557	6885	7229	7590	7970	8369	8787	9227	9688	10173
383	6590	6920	7266	7629	8010	8411	8832	9273	9737	10224
384	6623	6954	7302	7667	8050	8453	8876	9319	9785	10275
385	6656	6989	7338	7705	8090	8495	8920	9366	9834	10326
386	6689	7023	7374	7743	8130	8537	8964	9412	9883	10377
387	6722	7058	7411	7782	8171	8580	9009	9459	9932	10429
388	6756	7094	7449	7821	8212	8623	9054	9507	9982	10481
389	6790	7130	7487	7861	8254	8667	9100	9555	10033	10535
390	6824	7165	7523	7899	8294	8709	9144	9602	10082	10586
391	6858	7201	7561	7939	8336	8753	9191	9650	10133	10639
392	6892	7237	7599	7979	8378	8797	9237	9699	10184	10693
393	6926	7272	7636	8018	8419	8840	9282	9746	10233	10745
394	6961	7309	7674	8058	8461	8884	9328	9795	10284	10799
395	6996	7346	7713	8099	8504	8929	9375	9844	10336	10853
396	7031	7383	7752	8140	8547	8974	9423	9894	10389	10908
397	7066	7419	7790	8180	8589	9018	9469	9942	10439	10961
398	7101	7456	7829	8220	8631	9063	9516	9992	10492	11016
399	7137	7494	7869	8262	8675	9109	9564	10043	10545	11072
400	7173	7532	7909	8304	8719	9155	9613	10093	10598	11128
401	7209	7569	7947	8344	8761	9199	9659	10142	10649	11181
402	7245	7607	7987	8386	8805	9245	9707	10193	10702	11237
403	7281	7645	8027	8428	8849	9291	9756	10243	10755	11293
404	7317	7683	8067	8470	8894	9339	9806	10296	10811	11352
405	7354	7722	8108	8513	8939	9386	9855	10348	10865	11409
406	7391	7761	8149	8556	8984	9433	9905	10400	10920	11466
407	7428	7799	8189	8598	9028	9479	9953	10451	10973	11522
408	7465	7838	8230	8642	9074	9528	10004	10505	11030	11581
409	7502	7877	8271	8685	9119	9575	10054	10556	11084	11638
410	7540	7917	8313	8729	9165	9623	10104	10609	11140	11697
411	7578	7957	8355	8773	9212	9673	10157	10664	11198	11758
412	7616	7997	8397	8817	9258	9721	10207	10717	11253	11816
413	7654	8037	8439	8861	9304	9769	10257	10770	11309	11874
414	7692	8077	8481	8905	9350	9818	10309	10824	11366	11934
415	7730	8117	8523	8949	9396	9866	10359	10877	11421	11992
416	7769	8157	8565	8993	9443	9915	10411	10931	11478	12052
417	7808	8198	8608	9038	9490	9965	10463	10986	11536	12113
418	7847	8239	8651	9084	9538	10015	10516	11042	11594	12173

							10	15	20	25
Range	A	B	C	D	E	F	G	H	I	J
419	7886	8280	8694	9129	9585	10064	10567	11096	11650	12233
420	7925	8321	8737	9174	9633	10115	10621	11152	11709	12295
421	7965	8363	8781	9220	9681	10165	10673	11207	11767	12356
422	8005	8405	8825	9266	9729	10215	10726	11262	11825	12416
423	8045	8447	8869	9312	9778	10267	10780	11319	11885	12480
424	8085	8489	8913	9359	9827	10318	10834	11376	11944	12542
425	8125	8531	8958	9406	9876	10370	10889	11433	12005	12605
426	8166	8574	9003	9453	9926	10422	10943	11490	12065	12668
427	8207	8617	9048	9500	9975	10474	10998	11548	12125	12731

ATTACHMENT C**GRIEVANCE PROCEDURE FOR EMPLOYEES OF
THE COUNTY OF MODOC****1. Policy**

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

2. Definition

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

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

3. Procedure**a. *Informal Grievance Procedure***

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

Step II – Should the grievant be in disagreement with the written answer from the immediate supervisor, he/she 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 his/her 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 his/her 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 State Conciliation Service of the name of the selected Hearing Officer. If the parties are unable to agree on a name, the Hearing Officer shall be selected by alternately striking a name from the list with the first option to strike determined by lot. Any cost of the service of the Hearing Officer shall be shared equally by the parties.
- B.** The hearing shall be conducted before the Hearing Officer as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross-examine opposing witnesses, and be represented and with findings to support the decision.

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

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

ATTACHMENT D**DISCIPLINARY PROCEDURES
AUTHORITY AND CAUSE FOR DISCIPLINE**

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

TYPES OF DISCIPLINARY ACTION

1. Major discipline shall include:

- a. Suspension of more than five (5) days
- b. Demotion, including salary step reductions
- c. Reduction in compensation
- d. Dismissal

2. The following actions shall not be considered disciplinary actions:

- a. Verbal reprimands
- b. Written reprimands
- c. Employee performance evaluations

IMPOSING DISCIPLINARY ACTION

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 the suspension of more than five (5) days, demotion, reduction in compensation, or dismissal, the following procedures shall be followed.

For suspensions of five (5) days or less, or reductions in compensation equal in dollar value to five (5) days or less suspension, the same steps shall be followed except that employees do not have the right to appeal such discipline.

This shall in no way abridge, delete or alter such rights as public safety employees receive according to the Public Safety Officer Procedural Bill of Rights Act.

a. The Department Head shall issue a written notice of the proposed action to the employee which shall contain the following:

1. The employee's name and address;
2. Classification;
3. Proposed action;
4. The reason for such proposed action;
5. A statement that copies of the materials upon which the proposed action is based are attached or available for inspection upon request;
6. A notice that the employee has a right to respond to the charges, either orally, or in writing, to the Department Head initiating the action;
7. The date and time by which the employee must respond to the charges so that they may be considered before the proposed action is executed;
8. The date and time at which the proposed action is to take place.

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

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

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

2. The results of all 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 his/her work location while the procedures outlined above are being implemented. A Department Head may place an employee on leave with pay. Leave with pay shall only be used where the alleged violation is of such a nature that the operation of the county and the department would be better served with the employee away from the work site.

APPEAL OF DISCIPLINARY ACTION

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

APPEAL HEARING

1. Upon receipt of a written notice of appeal, the County Administrative Officer shall then select the county representative of the Labor Relations Committee. The appellant shall notify the County Administrative Officer with the name of his/her representative to the committee.

The two (2) 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 County Administrative Officer of the name of the selected Hearing Officer.

The County Administrative Officer will then notify the State Conciliation Service of the selection.

If the parties are unable to agree on a name, the Hearing Officer shall be selected by alternately striking a name from the list with the first option to strike determined by lot.

The Labor Relations Committee shall within fifteen (15) working days from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of hearing at least five (5) working days in advance thereof. The time limits herein imposed may be extended by mutual consent of the parties.

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

2. The hearing shall be conducted before the Hearing Officer as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross-examine opposing witnesses, be represented, and require findings to support the decision. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to relying in the conduct of serious affairs. Failure to enter a timely objection to evidence constitutes a waiver of the objection. Upon request of any party, the Hearing Officer will issue subpoenas and subpoena duces tecum.
 - a. Finding. 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 E
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, he or she violates 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

As 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.

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

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

IV. DEFINITION OF HARASSMENT

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

They are:

“Quid Pro Quo” Harassment – This type of harassment occurs when submission to some form of unwelcome sexual advance is used either as a condition of employment or as the basis for employment decisions affecting an employee. This could range from receiving a poor performance evaluation after refusing to date the reviewer, to sexual favors being requested in exchange for a promotion. Quid Pro Quo harassment can only be engaged in by an employee in a position of authority over the complainant.

“Hostile Environment” Harassment – This type of harassment occurs when unwelcome verbal, physical, and/or visual conduct based on any of the protected harassment categories has the purpose or effect of unreasonably interfering with an individual’s work performance, or when such conduct creates an intimidating hostile or offensive work environment. The prohibited conduct need not be directed specifically at an employee for a hostile environment to exist and typically involves more than a single incident or event. This is a much broader category and examples of this type of harassment include, but are not limited to the following:

- Repeated requests for dates, by either the same or the opposite gender;
- Making derogatory comments or telling jokes or stories about minority groups, ethnicities, or nationalities, such as “Black, Irish, Polish, or Arab”, etc.;
- Making “limp hand” gestures or walking menacingly about a person’s sexual orientation;

- 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;
- Mimicking an accent or a physical condition, such as a limp;
- Ridiculing cultural clothing, such as a turban; or hairstyles, such as corn rows or dreadlocks.

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

V. EXAMPLES OF PROHIBITED HARASSING CONDUCT

Verbal Harassment – Consists of such things as making or using unsolicited and unwelcome derogatory epithets (“name-calling”), comments, slurs, or jokes based on any of the protected harassment categories. Conduct includes inappropriate sexually-oriented comments on appearance, including dress or physical features; sexually-oriented noises; questions about an employee's sexual practices; telling racially-oriented stories or using ethnic slurs, verbal sexual advances or propositions, verbal abuse, or making threats of reprisal after a negative response to sexual advances.

Physical Harassment – Consists of such things as unwelcome touching, impeding or blocking movement, and/or physical interference with normal work or movement when directed at an individual based on any of the protected harassment categories. Conduct includes pinching, hitting, pushing, poking with a finger, brushing against another's body, grabbing, patting, physical propositioning, leering, making sexual gestures, or making explicit or implied job threats or promises in return for submission to physical and/or sexual acts.

Visual Harassment – Consists of such things as sexually suggestive or obscene letters, notes, greeting cards or invitations, displaying of sexually suggestive or derogatory objects, posters, notices, bulletins, cartoons, or drawings based on any of the protected harassment categories; staring at an employee's anatomy; mooning, unwanted love letters or notes.

Sexual Favors – Consists of such things as unwanted sexual advances, requests for sexual favors, repeated requests for dates after refusals, and other verbal or physical conduct of a sexual nature that 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 he or she 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 he or she has done so and the harassment has continued, the employee may initially report the allegedly harassing conduct to any of the following, either orally or in writing:

- Employee's immediate supervisor (an employee is not required to make a complaint to his or her 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 Office/HR 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/HR shall:

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

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

Interviews will be held with one (1) complainant; (2) the accused harasser; and (3) any other person(s) the County Administrative Officer has reason to believe may have relevant knowledge concerning the complaint, which may include employees who have experienced similar conduct. During his or her interview, the complainant may specify the type of relief

they feel is warranted from the alleged harasser, and this will be considered in evaluating the complaint and in determining the appropriate disciplinary action if the charge is confirmed.

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

VII. MANAGER AND SUPERVISOR RESPONSIBILITIES

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

- Informing all employees under their direction of the county policy and complaint procedure
- Reporting any incidences of harassment to their department head and the County Administrative Office/HR
- 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/HR 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 he files a harassment charge against him/her;
- A complainant finds notes on her 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 he or she is being, or has been, retaliated against for complaining about harassment or participating in a harassment investigation should promptly notify the County Administrative Office/HR or his/her immediate supervisor. (Again, if the employee engaging in the retaliation is the immediate supervisor, the complainant should notify another supervisor or management employee, or go directly to the County Administrative Office/HR.)

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

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

IX. DUTY TO COOPERATE IN THE INVESTIGATION PROCESS

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

X. DISTRIBUTION OF POLICY

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

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

ATTACHMENT F

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

II. Statement of Intent

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

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

III. DEFINITION OF WORKPLACE VIOLENCE

Workplace violence consists of violent or potentially violent, verbal, or physical acts which occur on an employer's premises and/or at other locations where employees are engaged in work-related activities, either as a condition of employment or for other reasons. For this policy, the *intention* of a person engaging in such acts is not relevant; rather it is how those acts are *perceived* which will determine whether an act of workplace violence 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 accompanied by any physical component, undermines workplace safety and security.
- **Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others** – May include physically dominating or "bullying" someone, whether touching them or not, such as looming over them, blocking their

path, etc., or shoving, pushing, striking, or otherwise physically assaulting or harming someone, with or without the use of a weapon or other object.

Other behavior that suggests a propensity toward violence – May include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage, of county property, or a demonstrated pattern of refusal to follow county policies and procedures, or to maintain effective working relationships with county employees and others contacted in the course of work.

Vandalism or other destructive acts – This may include defacing county property or causing physical damage to county property and/or facilities.

Carrying weapons – Except for authorized police personnel, bringing weapons, firearms, or other potentially harmful devices of any kind on county premises, in county parking lots, while conducting county business, or while involved in any county-related functions, is prohibited.

V. **EMPLOYEE ASSISTANCE PROGRAM**

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

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, he/she is to notify the CAO/HR immediately. Further, employees should notify the CAO/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.

VII. INVESTIGATION PROCEDURE

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

VIII. CORRECTIVE ACTION AND DISCIPLINE

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

IX. RETALIATION

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

X. DUTY TO COOPERATE IN THE INVESTIGATIVE PROCESS

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

XI. DISTRIBUTION OF POLICY

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

Any questions regarding violence in the workplace and/or this policy should be directed to the County Administrative Office/HR at (530) 233-7660.

ATTACHMENT G**MODOC COUNTY DRESS CODE**

General Rule: County employees are required to wear clothing suitable to their occupations, as may be determined by their respective Department Heads. Employees shall furnish and maintain in suitable and appropriate condition such clothing and associated articles at their own expense except as otherwise expressly provided by the Board of Supervisors. Employees should maintain a neat and professional appearance in the performance of their duties.

Guidelines: County departments provide a wide variety of programs and services and the professional image of our workforce is critical to fostering public confidence and providing “effective and caring service.” Therefore, these guidelines on professional appearance are intended to do the following:

- Foster respect and earn the confidence of our customers, the public, vendors, and fellow employees;
- Promote a positive work environment and limit distractions;
- Ensure safety and security while working.

The County of Modoc respects the diversity of its residents and its workforce. This policy provides guidelines on dress and appearance appropriate to the nature of the work environment, nature of work performed, involvement with the service provided to the public, and/or other circumstances or business needs as defined by the Department Head.

Employees are expected to abide by the following standards:

- Employees shall present a neat, clean, and professional appearance in their performance of duties at all times based on employees’ assignments and/or work locations.;
- Employees must dress in a manner that will not hinder their ability to effectively and safely complete their work assignments, including consideration of the communities served, customer expectations, business needs or standards of the department, and the employee’s safety;
- Employees are expected to practice personal hygiene that does not interfere with the public and/or co-workers in their work environment;
- Employees should be mindful of and dress appropriately for, special events, meetings, and appointments with customers;

- Official photo identification badges and uniforms (where applicable) should be worn in the performance of county business and all county facilities to identify employees as legitimate county representatives;
- Employees shall abide by specific dress requirements intended to ensure job-related safety such as when operating equipment or machinery, working with potentially dangerous chemicals, or for public health considerations.

Except as noted or approved by the Department Head, employees **may not** wear the following items:

- T-shirts or clothing articles that may create a hostile or abusive work environment, such as sexually suggestive cartoons, pictures, or words;
- Pants below the waistline or low-rise pants showing undergarments;
- Low front tops, halter tops, bare midriffs;
- Beach-styled flip-flop sandals;
- Athletic wear, e.g. gym or sweat pants, jogging outfits, worn during work hours;
Exception – Athletic wear may be worn during break time for walking, running, etc.
- Torn, frayed, or ripped clothing;
- Excessively tight-fitting or oversized (baggy) garments;
- Visible excessive number of earrings and/or studs; no nose, eyebrow, lips, tongue rings and/or studs;
- Offensive tattoos must be reasonably covered;
- Leggings or spandex not paired with an appropriate length dress, blouse, sweater or other top that falls at or below mid-thigh;
- Shorts that do not fall at the top of the knee.

Exceptions to this policy may be made by the Department Head in circumstances such as county or department-sponsored events, special occasions, seasonal weather changes, and business-casual days, but may also be made based on requests for reasonable accommodation (e.g. religious, cultural, disability, etc.)

Dress Policy Enforcement: This policy is intended to provide guidelines on dress and appearance and is not meant to address all situations. Therefore, depending on the nature of the work environment, the nature of work performed, involvement with the public, or other circumstances, there may be some differences in dress guidelines. Consistent with this policy, exceptions can be made at the department level by the Department Head with approval from Administration/HR due to the nature of the work, special events, and business casual days. Employees who report to work and are not in

compliance with this policy may be sent home to change and return to work, unless some other remedy can be arranged, such as an employee putting on a jacket.

Any questions regarding this dress policy within the department should be directed to the Office of Administration/HR (530) 233-7660.

ATTACHMENT H

EDUCATIONAL REIMBURSEMENT POLICY

The following is adopted as an official policy of the County of Modoc for full-time employees in the General employee representation unit.

1. The County of Modoc encourages and supports educational and training programs which provide full-time employees with the opportunity for personal career development and which directly benefit the county department in which a full-time employee is employed by increasing the competency of its regular staff. Toward this end, the county will provide reimbursement for courses that are directly related to the employee's present position or promotion within the county service. Certification exams or required licensure exams or schools are not covered by this policy.

Reimbursement, which will be provided for tuition, fees, and material costs directly related to the approved course, shall be limited to \$215.00 per course or \$75.00 per semester or quarter unit, whichever amount is greater, not to exceed \$450.00 per individual employee per fiscal year. Said reimbursement shall include fifty percent (50%) reimbursement for the costs of required textbooks.

2. Reimbursement for courses covered by this policy, including educational and training programs constituting regular courses that are given by high schools in evening or adult sessions and by colleges and junior colleges, without travel, per diem, or time away from employment (other than by leave of absence without pay) being involved, shall be administered by the County Administrative Office/HR.

The following provisions apply:

- A. Application for reimbursement shall be made on a form that the County Administrative Office/HR is authorized to prescribe. Applicants shall comply with the instructions contained in such form.
- B. Such application must be presented to the County Administrative Officer, with prior recommendations for approval by the applicant's immediate supervisor and Department Head, within one (1) month before the start of the academic period (or, in the case of a correspondence course, within one (1) month before enrollment). The Department Head's recommendation for approval shall clearly define how the department can utilize the additional skills or knowledge of the employee upon completion of the academic training.

- C. Approval of enrollment may be granted by the County Administrative Officer after a review of the request. The County Administrative Office/HR retains the sole right and discretion to determine whether to approve or disapprove a request for educational reimbursement under this policy.
 - D. Approval for reimbursement shall be granted by the County Administrative Officer upon his/her being presented evidence as required by him/her, of satisfactory completion of the course. "Satisfactory completion" of a course means the receipt of a grade of "C" or better in a graded course or a completion certificate in a course in which no grades are given.
 - E. The Auditor, upon being notified of the amount of reimbursement approved hereunder by the County Administrative Officer, shall make payment of the approved amount to the appropriate individual. The Auditor may require a claim and such other documentation as is legally necessary.
 - F. All reimbursement which is made according to this paragraph shall be charged to the budget of the department the employee receiving reimbursement works in.
 - G. Time spent in attending any course taken according to this paragraph and studying and preparing lessons therefore shall not be considered as time worked for the county.
3. No course shall be approved so that there shall be any county financial participation hereunder unless the situation falls within the policy contained in Paragraph 1 of this policy.

Certificate Of Completion

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 tiffanymartinez@co.modoc.ca.us
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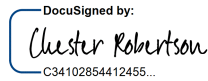
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Chester Robertson
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 Executive Director
 Modoc Siskiyou Community Action Agency
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Crystal Lima
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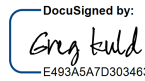
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Greg Kuld
 gregkuld@co.modoc.ca.us
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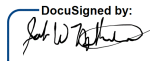
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John Hueckstaedt
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Signature

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Kathie Rhoads
kathierhoads@co.modoc.ca.us
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Margaret Long
margaret@plelawfirm.com
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Ron Copeland
rcopeland@upec792.com
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Scott McLeran
scott@prenticelongpc.com
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Steven Allen
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 Business Manager/Secretary Treasurer
 Security Level: Email, Account Authentication (None)


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Tiffany Martinez
 tiffanymartinez@co.modoc.ca.us
 Assistant County Administrative Officer/Clerk to the Board
 County of Modoc
 Security Level: Email, Account Authentication (None)

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Modoc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pamrandall@co.modoc.ca.us

To advise County of Modoc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at pamrandall@co.modoc.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from County of Modoc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to pamrandall@co.modoc.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Modoc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to pamrandall@co.modoc.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Modoc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Modoc during the course of your relationship with County of Modoc.