

**RESOLUTION # 2023-39**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF MODOC  
AMENDING THE PAY SCHEDULE, OUTLINE OF BENEFITS, AND SUPPLEMENTAL PAY  
OF THE NON-REPRESENTED APPOINTED/AT-WILL EMPLOYEES**

**WHEREAS**, Section 2.56.090 of the Modoc County Code authorizes, except as otherwise provided by State Law, the compensation of officers and employees of the County of Modoc to be established by resolution of the Board of Supervisors; and

**WHEREAS**, the current level of inflation and increase of competitiveness within the job market has made it difficult for the county to recruit and retain employees; and

**WHEREAS**, the Board of Supervisors wishes to address increases in the costs to employees for health benefits by increasing the county cap, and

**WHEREAS**, the Board of Supervisors wishes to address the impacts of inflation with a 12% COLA to base wages; and

**WHEREAS**, the Board of Supervisors wishes to determine a competitive, and equitable base pay schedule to ensure qualified candidates apply for equitable jobs available and provide for retention of existing staff; and

**WHEREAS**, CalPERS has instituted a change in employee share for CalPERS retirement contributions for certain specified employees to take effective July 1, 2023, and

**WHEREAS**, the County invited un-represented employees to a meet and confer meeting, held on June 8, 2023, with an overview of proposed changes; provided an opportunity for employee input; and said comments were taken into consideration prior to posting of this resolution and listed attachments; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Modoc as follows:

1. Approves and adopts the Outline of Benefits and Supplemental Pay for Exempt Appointed/At-Will, which is Attachment A to this Resolution, as the guiding document for Appointed/At-Will employees.
2. The Pay Schedule for Appointed/At-Will employees shall be as detailed in "Attachment B" of Resolution # 2023-39- Page 1 of 2

the Outline of Benefits and Supplemental Pay for Appointed/At-Will Employees.

3. All Appointed/At-Will employees of Modoc County shall receive the same Health Insurance County cap as detailed in the Outline of Benefits and Supplemental Pays for Appointed/At-Will Employees.
4. The effective date for attached pay schedule, supplemental pay, and health insurance and outline of benefits shall be effective August 1, 2023.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Modoc, State of California, on the 25th day of July, 2023 by the following vote:

Motion Approve as Amended:

**RESULT:** **APPROVE AS AMENDED [UNANIMOUS]**

**MOVER:** Geri Byrne, Supervisor District V

**SECONDER:** Shane Starr, Supervisor District II

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

**ABSENT:** Ned Coe, Supervisor District I



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

Kathie Rhoads, Chair

Modoc County Board of Supervisors

**ATTEST:**

Tiffany Martinez

Clerk of the Board

# MODOC COUNTY



## OUTLINE OF BENEFITS AND SUPPLEMENTAL PAY FOR APPOINTED AT-WILL EMPLOYEES

Attachment A to Resolution# 2023-39  
Effective August 1, 2023 until amended  
by the Board of Supervisors

**LIVE**

**THRIVE**

**WORK**

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**Outline of Benefits and Supplemental Pay for Appointed/At-Will Employees (Department Head)**

The following is an outline of the comprehensive benefits and supplemental pay(s) provided by the County of Modoc, which shall hereinafter be referred to as “the County”, to Appointed/At-Will Employees (Department Head). The County believes the comprehensive benefits and supplemental pay(s) outlined below play a crucial role in supporting our employee’s well-being and financial security. The County recommends each employee should review the information below for a detailed understanding of the benefits and supplemental pay(s) available to Appointed/At-Will Employees (Department Head).

**1. Health Insurance**

The County offers a comprehensive health insurance plan that covers a portion of the medical, dental, vision care, and life. Appointed/At-Will Employees (Department Heads) have the option to select from various plans to suit their individual needs. The County provides a significant portion of the premium costs to make health insurance more affordable for employees.

Employees that are considered Appointed/At-Will (Department Head) employees 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 breakdown below. This increase in the County’s contribution is limited to the 2023 annual premium period, and shall return to the former county contribution rates beginning in Calendar Year 2024, as follows:

- 1. Employee Only Coverage - \$550
- 2. Employee + 1 dependent coverage - \$1,050
- 3. Employee + 2 or more dependents coverage - \$1,400

The breakdown of employer contributions toward the County insurance plans is as follows:

<u>Health PACE Anthem Blue Cross</u>	<u>County Portion</u>
<b>PACE Anthem PPO 250</b>	
a. Employee Only:	\$ 590.81
b. Employee Plus One Dependent:	\$ 1,131.62
c. Employee Plus Two or More Dependents:	\$ 1,506.10
<b>PACE Anthem PPO 750</b>	
a. Employee Only	\$ 585.68
b. Employee Plus One Dependent	\$ 1,121.35
c. Employee Plus Two or More Dependents	\$ 1,492.76

**PACE Anthem EPO 30**

a. Employee Only	\$ 588.73
b. Employee Plus One Dependent	\$ 1,127.46
c. Employee Plus Two or More Dependents	\$ 1,500.70

**PACE Anthem HDHP 3000 (High Deductible Health Plan)**

a. Employee Only	\$ 581.60
b. Employee Plus One Dependent	\$ 1,113.20
c. Employee Plus Two or More Dependents	\$ 1,482.16

**Insurance Waiver**

For Appointed/At-Will (Department Head) who provide proof of other health insurance coverage the County currently provides a \$350 monthly amount.

The County shall contribute no more than \$85.00 monthly toward dental, vision, and life coverage to eligible participants under the current program.

**Dental (Beam) and Vision (VSP)**

The County pays Dental Premiums on behalf of the employee and family.

**Life Insurance (Humana)**

The County pays Life Insurance Premium with coverage of \$25,000 on behalf of the employee.

**2. Retirement Plan****CalPERS Contribution**

Under Public Employee Retirement Law (PERL), Appointed/At-Will Employees (Department Heads) shall pay their employee portion of the CalPERS retirement contribution amount. This is currently set at the equivalent of 7% of the employee's gross wages, pre-tax, for a CalPERS Classic employee or at 6.75% of gross wages, pre-tax, for a CalPERS Pension Reform Act of 2013 (PEPRA) employee.

As of Fiscal Year 2023-2024 the PEPRA Member Rate will increase to 7.75%.

The CalPERS formula for the County of Modoc is 2% @ 55 for those considered through CalPERS as Classic employees. For any employee subject to the Pension Reform of 2013 (PEPRA employees), the CalPERS formula is 2% @ 62.

**Laborers' International Union of North America (LIUNA) Pension**

Appointed/At-Will (Department Head) hired after December 31, 2012, shall not be eligible for LIUNA Pension. For eligible employees, the County shall contribute to the LIUNA Plan paid by the employer for the duration of this agreement or the length of the current LIUNA Rehabilitation Plan, whichever comes first.

### 3. Paid Time Off

As a general guideline, the Appointed/At-Will employees paid time off accrual schedule will be set as follows:

#### **Vacation Leave:**

- 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.

At the discretion of the County Administrative Officer (CAO), the CAO may grant executive leave for Appointed/At-Will employees. The CAO may not grant more than ten (10) executive leave days within one (1) calendar year. The executive leave days must be taken within the calendar year they are granted.

At the discretion of the Chair of the Board, the Chair of the Board may grant executive leave for the CAO. The Chair of the Board may not grant more than ten (10) executive leave days within one (1) calendar year for the CAO. The executive leave days must be taken within the calendar year they are granted.

#### **Vacation Accumulation Cap**

Appointed/At-Will Employees (Department Head) must take their vacation leave within twenty-four (24) months of the time and accrual or right thereto shall be lost.

#### **Retirement through CalPERS and use of vacation balance**

Persons retiring under the provisions of the Public Employees' Retirement System (CalPERS) 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 their maximum retirement age or appointed term.

#### **Sick Time Off**

Appointed/At-Will Employees (Department Head) accrue fifteen (15) days of sick time per year. On the day following completion of the equivalent of six (6) months of continuous service, each Appointed/At-Will Employee (Department Head) shall be allowed seven and

one-half (7 ½) days of credit for sick leave with pay. Sick leave may be accumulated indefinitely.

### **Retirement through CalPERS and Sick Leave Payout**

Per the CalPERS definition of a terminating employee, 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.

#### ***Example:***

*An employee that works 162.50 hours per month is eligible for a payout of sick leave of up to 375 hours.*

*An employee that works 173.33 hours per month is eligible for a payout of sick leave of up to 400 hours.*

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 §20965 as retirement credit.

### **Bereavement Leave**

Appointed/At-Will Employees (Department Head) shall be provided 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 §12945.7 and may be more fully defined under Government Code §12945.2.

**Paid Holidays** – Fourteen (14) paid holidays per calendar year. Holidays are as follows:

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

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 only exception is for all holidays to fall within the same



calendar year. The Office of Administration/Human Resources shall issue in November of each year a schedule of holidays according to the provisions of this section.

Holiday pay calculation shall be on a shift basis.

### **Floating Holidays**

Appointed/At-Will (Department Head) employees, *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 (2) weeks in advance.

Appointed/At-Will (Department Head) employees either *newly hired or re-hired after January 1, 2014*, shall be permitted to take 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.

## **4. Salary**

The anniversary date is defined as follows:

- A. Appointment – Every Appointed/At-Will employee who begins their employment in a permanent position on any date from the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of a month shall have an anniversary date on the first (1<sup>st</sup>) of that month. Every employee who begins their employment on a date from the sixteenth (16<sup>th</sup>) through the end of a month shall have an anniversary date on the first (1<sup>st</sup>) of the following month. If an employee begins their employment on the first (1<sup>st</sup>) working day of the month, it shall be considered for this section that such employment began on the first (1<sup>st</sup>) calendar day of the month.
- B. Reclassification – If an Appointed/At-Will (Department Head) employee is reclassified to a class having the same salary range, they shall retain their anniversary date. If an Appointed/At-Will (Department Head) employee is reclassified to a class having a higher salary range, they shall receive a new anniversary date, that date being the date of their permanent reclassification appointment. If an Appointed/At-Will (Department Head) employee's position is reclassified to a lower salary range, they shall retain their anniversary date.
- C. 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.
- D. Salaries – Additional Merit Pay – Appointed/At-Will (Department Head) employees shall follow the Department Head Evaluation Policy and Procedure which is made a part of this policy as Attachment B.

## **5. Supplemental Pay: On-Call Compensation**

### **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 their 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 their service; (2) to be reached by telephone, pager, or the radio; (3) to remain within a specified distance from their normal work station; and (4) to refrain from activities which might impair their ability to perform their assigned duties. In addition to the above, departments may establish written guidelines regarding On-call protocols.

### **B. On-Call Compensation**

Any employee required by their 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.

### **Bilingual Pay**

The parties agree that any Appointed/At-Will (Department Head) 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.

## **6. State Disability Insurance**

Coordination of Benefits – Appointed/At-Will (Department Head) 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. Appointed/At-Will Employees (Department Head) 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.

## **7. Employee Assistance Program (EAP)**

The County provides access to an EAP that offers confidential counseling and support services for personal and work-related issues. This resource is designed to assist you in maintaining a healthy work-life balance. For a listing of the approved facilities, a brochure can be obtained through the Office of Administration/Human Resources.

## **8. At-Will Employment**

At-will employment is a fundamental aspect of the County’s employment policy. It means that your employment with the County is voluntary and can be terminated by either you or the County at any time, for any lawful reason, without prior notice. This overview is designed to provide flexibility for both the employee and the employer.

Key points to understand about at-will employment:

- 1. Employment Relationship:** Your employment with the County is on an at-will basis, which means it is not for a specific term or duration. You have the freedom to resign from your position at any time and the County retains the right to terminate your employment at any time.
- 2. Termination:** As an at-will employee, the County can terminate your employment for various reasons, including but not limited to poor performance, violation of county policies or procedures, changes in county needs, or economic factors. Similarly, you have the right to end your employment without providing a reason or prior notice.
- 3. Exceptions:** While the default employment relationship is at-will, there may be exceptions to this policy. For example, if you have a written employment contract that specifies conditions under which termination can occur, the terms of an approved contract supersede the at-will contract. Additionally, certain state or federal laws may provide specific protections or limitations on at-will employment.
- 4. Discrimination and Retaliation:** The County is committed to maintaining a fair and inclusive work environment. We prohibit any form of discrimination or harassment based on protected characteristics, such as race, color, national origin, religion, gender, age, disability, or any other protected status. Likewise, retaliation against employees who engage in protected activities, such as reporting discrimination or participating in an investigation, is strictly prohibited.

## **9. Review and Contact Information**

It is important to note that this outline serves as a general overview, and specific details regarding eligibility, coverage, and enrollment procedures can be found in the official benefits and supplemental pay documentation provided to you. The County encourages you to review these materials carefully and consult with the Human Resources department if you have any questions or require further information.

The County thanks our employees and is committed to fostering a positive work environment that values and supports our employees. The County believes these benefits and supplemental pay demonstrate our dedication to our employees' well-being and professional growth.

Thank you for your contributions to the County of Modoc to make Modoc County a collaborative community where people, families, government, and businesses live, work, and thrive.

The County looks forward to your continued success as a valued member of our team. If you have any queries or require assistance, please do not hesitate to contact the Human Resources department at (530) 233-7660.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Board of Supervisors has approved the Outline of Benefits and Supplemental Pays for Appointed/At-Will Employees on the date and year set forth below:

DocuSigned by:

*Kathie Rhoads*

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Kathie Rhoads

Chair of the Board

7/27/2023 | 11:25 AM PDT

Date

DocuSigned by:

*Chester Robertson*

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Chester Robertson

County Administrative Officer

8/7/2023 | 2:00 PM PDT

Date

DocuSigned by:

*Pam Randall*

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Pam Randall

Human Resource Director

7/27/2023 | 11:39 AM PDT

Date

**APPROVED AS TO FORM:**

DocuSigned by:

*M*

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Margaret E. Long

County Counsel

**ATTEST:**

DocuSigned by:

*Tiffany Martinez*

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Tiffany Martinez

Clerk of the Board

**Certificate Of Completion**

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chesterrobertson@co.modoc.ca.us

Executive Director

Modoc Siskiyou Community Action Agency

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Kathie Rhoads

kathierhoads@co.modoc.ca.us

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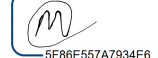
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County of Modoc

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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) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>DocuSigned by:  0B89E01A7F1F4E6...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 172.76.9.250</div>	Sent: 7/27/2023 10:28:37 AM Viewed: 7/27/2023 10:28:46 AM Signed: 7/27/2023 10:28:52 AM
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Completed	Security Checked	8/7/2023 2:00:42 PM
Payment Events	Status	Timestamps
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Modoc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

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](mailto: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](mailto: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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **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](mailto: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](mailto: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..

### **Required hardware and software**

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>.

### **Acknowledging your access and consent to receive and sign documents electronically**

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.

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