



# COUNTY OF MODOC

## Administrative Services

202 West 4<sup>th</sup> Street  
ALTURAS, CALIFORNIA 96101

(530) 233-6403 Office  
(530) 233-3132 Fax

RICK J RUDOMETKIN  
*Chief Administrative Officer*  
*Director of Transportation*

PAM RANDALL  
*INTERIM*  
*Chief Fiscal Officer*  
*Assistant*  
*Chief Administrative Officer*

## MEMORANDUM

Date: September 1, 2010

To: Elected, Appointed and General Unit MOU Employees

From: Administration

SUBJECT: UPEC GENERAL UNIT M.O.U. – 09/01/10 – 08/31/12

At its regular meeting of August 24, 2010, the Board of Supervisors revised and adopted the Memorandum of Understanding between United Public Employees of California (General Unit) and the County of Modoc for the period 09/01/2010 – 08/31/2012. This document should be placed in your department's Policy Binder and replaces the M.O.U. dated through August 31, 2012.

For your information, below are a few of the significant changes to the M.O.U. which will affect your employees.

1. Article 9 – Effective 09/01/2010 all employees covered by this agreement shall be frozen at their current step in salary range that they are at and shall not be eligible for a merit or longevity increase. This will last for one continuous year for each employee. At the end of that year each employee will be unfrozen and continue in their individual step/longevity process, (ie; an employee whose anniversary date would fall on March 1, 2011 and who is eligible to move to Step C on that date, will be frozen at Step B for a period of one year. On the anniversary date March 1, 2012, the employee will then become eligible to move to Step C.)
2. Article 10.1 – Insurance Plan – Effective 09/01/2010, the \$50.40 cash payment as well as the \$350.00 cash payment for waived insurance shall be eliminated for a period of two years. These will go back into effect no later than September 1, 2012.
3. Article 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 in hours that will in combination not to exceed their regular salary for the pay period only.
4. Article 12.9 – Effective September 1, 2010, Sick Leave Incentive will be eliminated for a period of two years. The Sick Leave Incentive will go back into effect no later than September 1, 2012.
5. Article 12.13 (C) (16) Effective January 1, 2011 all floating holidays will be eliminated for a period of two years. The floating holidays will go back into effect on January 1, 2013.
6. The term of this MOU shall be September 1, 2010 to August 31, 2012.

7. Completion of Negotiations – This side letter in addition to the Memorandum of Understanding concludes negotiations on salary, fringe benefits, working conditions and for all those items which may be part of the meet and confer process as required by California Government Code 3500 et seq., until commencement of the meet and confer process for the period beginning August 31, 2012. The parties desire to commence negotiations at least ninety (90) days prior to August 31, 2012.

COUNTY OF MODOC

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

Rick Haeg 9-14-2010  
Rick Haeg, County Negotiator Date

Mike Lyon 9-7-10  
Mike Lyon, UPEC Negotiator Date

Rick J. Rudometkin 9-7-10  
Rick J. Rudometkin, CAO Date

Bill Hall 9-7-10  
Bill Hall, Gen Unit Rep Date

Pam Randall 9-7-10  
Pam Randall, CFO Date

Betty Brown 9-7-10  
Betty Brown, Gen Unit Rep Date

Dan Macsay 9-7-10  
Dan Macsay, Chair, BOS Date

M. Carnahan 9-3-10  
Melissa Carnahan, Gen Unit Rep Date

Nancy Richardson 9/7/10  
Nancy Richardson, Gen Unit Rep Date

Dennis Seaton 9/7/10  
Dennis Seaton, Gen Unit Rep Date

Jessica Johnson 9/7/10  
Jessica Johnson, Gen Unit Rep Date

Brian Ascherman  
BRIAN ASCHERMAN DATE

# **MEMORANDUM OF UNDERSTANDING**

**between the**

**United Public Employees of California,**

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

**and the**

**County of Modoc**

Effective September 1, 2010  
through August 31, 2012

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## **Article I: Preamble**

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, pursuant 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.

## **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.
- 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 A 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.

## **Article 3: Recognition**

- 3.1 The employer hereby recognizes UPEC as the organization entitled to meet and confer on matters within the scope of representation for the above-mentioned unit provided that nothing contained in this Agreement shall prevent the employer from recognizing a unit properly formed pursuant to State of California law and local policy. No person employed by the County in a temporary, seasonal or extra-help status, in a UPEC represented class, shall be subject to the provisions of this MOU or be eligible for the benefits provided therein.

## **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 own choosing for the purpose of representation on all matters of employer-employee relations included 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, prior to 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 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.

#### **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 for the purpose of bringing 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, 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 a two-week period but worked in nine (9) days rather than ten (10), so that there is a three-day weekend once every 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 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 at any time should they deem it necessary. No prior notice shall be required. Nothing in this Article 7.3 shall be subject to the grievance procedure or be considered a grievable matter.
- 7.4 **SCHEDULE OF WORKING HOURS:** The department head shall determine the schedule of working hours for each employee in accordance with the needs of the department.

### **Article 8: Overtime**

- 8.1 **ASSIGNMENT OF OVERTIME:** The department head may require any employee to work in excess of the normal hours of work whenever the needs of the department so require, such additional work shall be compensated in accordance with the provisions of this article.
- 8.2 **OVERTIME COMPENSATION:** Whenever an employee is requested to work overtime, the employee shall have the choice of receiving one and one-half the hourly rate for the number of hours worked (or fraction thereof), or taking compensatory time off from employment in a ratio of one and one-half hours for each hour of overtime worked.
- 8.3 **COMPENSATORY TIME OFF:** All employees may reserve up to one hundred-sixty (160) actual overtime hours worked. Each employee shall have the choice of receiving the overtime in either pay or CTO. An employee who has accrued CTO shall be entitled to use such time off within a reasonable period after making a request to use the CTO so long as such use does not unduly disrupt departmental operations.<sup>6</sup>

8.4 OVERTIME CALCULATION: 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.

8.5 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 of time in addition to the normal work schedule in which an employee is required by his department head to remain available for 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 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 Employees shall be paid salaries for their classification pursuant to Attachment A of this Agreement.

Effective upon approval of this agreement, all employees covered by this agreement shall be frozen at their current step in salary range that they are at and shall not be eligible for a merit or longevity increase. This will last for one continuous year for each employee. At the end of that year each employee will be unfrozen and continue in their individual step/longevity process. The frozen one year shall not count towards merit or longevity step increase time.

For the purpose of this section, 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 in a month shall have an anniversary date 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 the purpose of 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, that 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 date 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 current salary, he shall continue to receive his current salary until the maximum step in his new range exceeds

his current salary, at which time he shall begin receiving the salary in the maximum step.

- F. Salaries - Reinstatement following Resignation - Any employee reinstated following resignation in good standing shall be considered as a new employee; provided, however, at the discretion of the Board, such employee may receive a starting salary higher than Step A, but not exceeding the step which he received at the time of his resignation.
- 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 in order to recruit an individual who has demonstrated superior knowledge and ability, and whose combined education and experience represents substantially better preparation for the duties of the position than required by the minimum employment standards.

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 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 \$75.00 per month above 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 this unit shall be covered by the CalPERS medical insurance program. The County shall contribute up to the following monthly premiums.

- 1 Employee only coverage - \$501.59
2. Employee + 1 dependent coverage - \$1,003.18
3. Employee + 2 or more dependents coverage - \$1,304.13

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

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

Effective upon agreement, the \$50.40 cash payment as well as the \$350.00 cash payment for waived insurance shall be eliminated for a period of two years. These will go back into effect no later than September 1, 2012.

- 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 in hours that will in combination not to exceed their regular salary for the pay period only.
- 10.3 The County shall contribute \$70.80 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 increases subsequent to September 1, 2010, the parties agree to meet and confer on the payment of such increases. Effective January 1, 2010, the County shall provide dental insurance through the CSAC-EIA (Delta) and pay \$60.40 as a composite rate. Effective the same date the County shall provide vision insurance through Ameritas and pay \$10.72 as a composite rate.
- 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 bare the cost of providing each eligible represented employee with \$10,000.00 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 Association, agree to reopen negotiations regarding such options.
- 11.2 Employee's Contribution - Employees shall pay their own employee's 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 PERS 2% at 55 - The County agrees to amend the PERS contract to provide for the PERS 2% at 55 formula when agreed to on a county-wide bargaining unit basis.
- 11.5 LIUNA PENSION - The Employer agrees to contribute to the Laborers National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article.

Beginning on September 1, 2009, and for the term of this Agreement, the Employer shall contribute to the Pension Fund fifty-seven (57) dollars and sixty (60) cents for each and every 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 on a monthly basis. Specifically contributions earned during a calendar month shall be due and paid by the twentieth (20<sup>th</sup>) 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 16<sup>th</sup> 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. In the event that 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 for the purposed of providing retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.

#### **Article 12: Paid Leave**

- 12.1 Vacation Leave - Employer agrees to the following vacation accrual schedule:
- A. Ten (10) days vacation for employees that have been in the service of the employer one (1) through three (3) years.
  - B. Fifteen (15) days of vacation for employees that have been in service of the employer four (4) through eleven (11) years.
  - C. Twenty (20) days of vacation for employees that have been in the service of the employer twelve (12) through nineteen (19) years.
  - D. Twenty-five (25) days vacation for employees that have been in the service of the employer over nineteen (19) years.
  - E. Thirty (30) days vacation for employees that have been in the service of the employer over twenty-five years.
- 12.2 Vacation Accumulation Cap - The parties agree that employees must take vacation within twenty-four months of the time and accrual or right thereto shall be lost. Employees who are over 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 time of separation from employment.
- 12.3 Vacation Leave - Use and Restrictions - Modoc County provides paid vacations to eligible employees for purposes of rest and relaxation in recognition of services provided. Vacations will be granted at the discretion of the department manager. Vacation

schedules are made by the department managers 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 taken vacation within twenty-four months of the time of accrual or 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 cancelled 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 employees 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 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. Any personal reason; sick leave for this reason shall be limited to one day per year.

- 12.6 Sick Leave - Eligibility

- A. On the day following completion of the equivalent of six months of continuous service, each employee shall be allowed seven and one-half days of credit for sick leave with pay. Thereafter, for each additional calendar month of service, or the equivalent thereof, he shall be allowed one and one-quarter days of credit for sick leave with pay. Sick leave may be accumulated indefinitely.

- B. All terminating employees who are eligible for retirement pay under the Public Employees' Retirement System shall be entitled to a lump-sum payment equal to the salary equivalent of one-half of their then accumulated sick leave. For purposes of this subsection accumulation of sick leave shall be limited to one hundred days. Any such employee who has lost sick leave by reason of any prior maximum accumulation limitation shall be entitled to reinstatement of such lost sick leave in an amount which, when combined with accumulated sick leave, does not exceed one hundred days.
- 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 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 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 child, parent, spouse, sister or brother of the employee.
- The above-stated six months accrued sick leave shall replace the forty (40) hours per fiscal year of employee sick leave that was available for family sick leave prior to January 1, 2000.
- 12.9 Sick Leave Incentive - Effective upon this agreement, Sick Leave Incentive will be eliminated for a period of two years. The Sick Leave Incentive will go back into effect no later than September 1, 2012.
- 12.10 PERS Sick Leave Credit Option - Retiring employees may opt to utilize that portion of their accumulated sick leave, in all or in part, for which the employee receives no compensation, in accordance with the provisions of Section 20862.8 as retirement credit.
- 12.11 Bereavement Leave - Every employee shall be entitled to no more than five (5) days per year of bereavement leave, which may be taken upon the death of a spouse, spousal 14

parent, sibling, or anyone bearing a relationship of lineal consanguinity to the employee. Bereavement leave calculation shall be on a shift basis. Effective following adoption of this MOU by the Board of Supervisors, employees shall be entitled to five (5) days of bereavement leave per episode of death instead of five (5) days per year.

12.12 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.

#### 12.13 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 of the regular hours of work in a calendar month shall be entitled to one-half of a paid holiday, and those who work at least seventy-five 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 1<sup>st</sup>
2. The third Monday in January, known as "Dr. Martin Luther King, Jr. Day"
3. February 12<sup>th</sup>, known as "Lincoln Day"
4. The third Monday in February, known as "Presidents Day"
5. The last Monday in May, known as "Memorial Day"
6. July 4<sup>th</sup>, 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 11<sup>th</sup>, known as "Veterans Day"
10. The Thursday in November appointed as "Thanksgiving Day"
11. The day after Thanksgiving Day
12. The day before Christmas Day
13. December 25<sup>th</sup>, known as "Christmas Day"<sup>15</sup>



14. December 31<sup>st</sup>, known as "New Years 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.

16. Effective January 1, 2011, all floating Holidays will be eliminated for a period of two years. The floating holidays will go back into effect on January 1, 2013.

- 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 immediate preceding Friday shall be a paid holiday. The Auditor's Office shall issue in January of each year a schedule of holidays pursuant to the provisions of this section.
  - E. Holiday pay calculation shall be on a shift basis.
  - F. County agrees to treat holidays as ten-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-hour days.
- 12.14 Emergency Leave with Pay - Any employee may be granted emergency leave with pay by his department head for personal reasons which the department head determines are of an "urgent nature," except for medical or dental care. Such emergency leave with pay shall not exceed four hours in any one instance, or a maximum of four hours in any one 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, excepting 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 economy, to 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 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. Appropriate exemption may be given to jobs which 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 lieu of Layoff

A. In lieu 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 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 set forth in that subsection.

#### 13.6 Layoff Notice

- A. Fourteen 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 said notice when the affected employee is notified.
- B. An employee receiving such written notice shall have five working days in which to reply. Within the five-day period, 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 Auditor 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 year. An employee, if recalled within one year, will resume employment with all the rights and benefits as though the employee had returned from an unpaid leave of absence, including accumulation of seniority, unpaid or unused vacation and sick leave, and reinstatement at the salary step level previously held. If an employee refused employment after recall from such reemployment list, his/her name shall be removed from the list.

- 13.8 Reduction in hours in lieu 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 percent 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 hour 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.<sup>18</sup>

- B. The County agrees that medical, dental and vision insurance premiums (family rate) will be paid by the County on the following basis:

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

- 14.2 Donation of Accrued Time - Serious Illness - Employees may donate vacation time directly to assist each other in cases of serious illness. Requests to so donate will be made in writing by the employee, submitted to the department head and forwarded to the Board of Supervisors for review and approval.
- 14.3 Donation of Accrued Time - Association Business - Employees may donate CTO or vacation time to an Association time bank not to exceed a maximum accumulation of forty (40) hours in one (1) year, to be used for Association business. Use of such time shall be on the same basis as use of CTO.
- 14.4 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 by the Board of Supervisors.
- 14.5 Education Reimbursement Program - County agrees to implement an educational reimbursement program for job-related study.
- 14.6 Extra-Help Employees - County department heads will make every reasonable effort to utilize extra-help employees where needed because of temporary absences of regular employees, temporary workload increased or other reasons.
- 14.7 Required Probationary Period
- A. Persons entering the County service shall serve a probationary period of twelve (12) months, such period to run from the first of the month following the date of employment; or, in the event the employment is on the first day of the month, then from that date. The length of individual probationary periods shall be increased

by adding thereto periods of time during which an employee, while serving as a probationer, is absent from 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.

B. Probationary period following promotion: An employee who is promoted to a new position in a higher range shall serve a six (6) month probationary period before attaining regular employee status in that position. Any probationary period following promotion shall have no affect on 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. It is the intent of this section 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 employee shall notify his appointing authority immediately upon receiving notice of jury duty. An employee who takes vacation or compensating time off while on jury duty shall not be required to remit or waive jury fees in order to receive his regular salary. This section does not apply to 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 pursuant to the Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty, and reasonable travel time connected therewith. An employee who does not return within the period of approved military leave shall be granted three months' additional military leave, and thereafter be terminated; provided, however, that an employee who is so terminated and who later requests to return to duty shall be granted any benefits and privileges which are required by the Military and Veterans Code.
1. An employee who is a member of the reserve corps of the armed forces, of the National Guard, or the Naval Militia, and who has one full year of continuous service immediately preceding the leave, and who takes temporary military leave of one hundred eighty days or less (including travel time) shall be maintained in his position and, upon his 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 position which he would have accrued had he not been absent on military leave.
  2. An employee who takes military leave other than as described in subsection B1 above, shall have the right, if released under other than dishonorable conditions, including while on terminal leave, to return to his former position within three 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 months after the first date he could terminate or could cause to have terminated his active military service. Such employee shall receive no benefits for the period of his absence, except as provided in subsection B3 of this section, but following his return to duty, such employee shall resume accrual of all benefits as though he had not been absent on military leave.
  3. An employee who has one full year of continuous service immediately prior to taking ordered military leave in accordance with subsection B1 or B2 above shall receive a payment equivalent to the salary he would have otherwise received for the first thirty calendar days of the military leave, upon submitting satisfactory evidence of military service. Only one such

payment shall be made during any one period of ordered military service, and the total amount of such payments shall not exceed the equivalent of thirty calendar days' salary in any one fiscal year. For the purpose of determining the one year of continuous service with respect to subsection B1 above, all service in the recognized military service shall be counted.

C. Any employee who resigned to enter military service shall have the right to return to county employment within six months of 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 months after the first date he could terminate or cause to have terminated his active military service. The employee shall be entitled to such status as he would have if he had not resigned. In all other regards, he shall be treated as a new employee.

- 14.11 Personnel Rules - At the County's request, the parties agree to meet and confer to adopt a comprehensive body of Personnel Rules.
- 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 minutes during each 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 minutes, nor more than one 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 may authorize the payment of a clothing allowance in lieu 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 of time during which an employee is not on the county payroll and is receiving no compensation whatever, either in the form of wages, vacation or sick leave, retirement or medical insurance. The following rules shall apply to employee leaves of absences.<sup>22</sup>

- A. Group medical and dental insurance may be maintained during periods of leaves of absence if the employee personally pays the premium to the Auditor's Office.
- B. Return following 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 Auditor's Office in the event that a leave of absence is granted.
- E. Maternity leaves of absence will be granted for four 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 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 assignment is for a period of at least thirty (30) consecutive calendar days, the County Administrative Services Director may approve additional compensation in the amount of 5% above the employee's base salary during such temporary assignment. No out of class assignment may continue for a period exceeding three (3) months.

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. Request from the employee must be made within six (6) calendar months from the date of medical termination. Employees who are medically reinstated shall be considered to be a new employee for purposes such as probationary period, seniority, benefit, accumulation, etc.

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 adoption of this agreement by the Board of Supervisors.<sup>23</sup>



- 14.21 Commercial Driver's License – Medical exams required for a 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 said medical exam.
- 14.22 New Employee Notification – If requested in writing monthly by UPEC, the County will provide the name, department, and job title of all newly hired employees in this bargaining unit.
- 14.23 Credit Card for County Travel – Effective as soon as practicable following adoption of this Agreement, but no later than December 1, 2006, the County shall implement a policy allowing employees to use a County issued credit card for work related out of County authorized travel expenses.

#### **Article 15: Agency Shop**

- 15.1
- a. Employees in this unit shall be subject to agency shop. Agency shop means an arrangement that requires an employee, as a condition of continued employment, either to join UPEC or to pay UPEC a service fee in an amount not to exceed UPEC dues for agency shop purposes.
  - b. Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support UPEC as a condition of County employment. The employee may be required, in lieu of UPEC agency shop dues, to pay sums equal to the agency shop dues to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee. Proof of the payments shall be made on a monthly basis to the County as a condition of continued exemption from the requirement of financial support to UPEC.
  - c. Agency shop shall not apply to employees who have been determined by the County to be in a management, confidential, or supervisory category.
  - d. UPEC shall indemnify and hold the County, its officers and agents and employees harmless from any liability resulting from any claims, demands, lawsuits, or any other action arising from compliance with any of the provisions of this Article.

#### **Article 16: Closing Provisions**

- 16.1 Completion of Negotiations - This Memorandum of Understanding concludes negotiations on salary, fringe benefits, working conditions and for all those items which

## ATTACHMENT A

### General Employees Classification List

#### Salary Ranges

Effective September 1, 2010 – August 31, 2012

Article 16: Closing Provisions

16.1 Completion of Negotiations - This Memorandum of Understanding concludes negotiations on salary, fringe benefits, working conditions and for all those items which may be part of the meet and confer process as required by California Government Code 3500 et seq., until commencement of the meet and confer process for the period beginning August 31, 2012. The parties desire to commence negotiations at least ninety (90) days prior to August 31, 2012.

16.2 The term of this MOU shall be September 1, 2010 to August 31, 2012.

COUNTY OF MODOC

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

Rick Haeg 9-16-2010  
Rick Haeg Date  
County Negotiator

Mike Lyon 9-7-10  
Mike Lyon Date  
UPEC Negotiator

Rick J. Rudometkin 8/25/10  
Rick J. Rudometkin Date  
Chief Administrative Officer

Bill Hall 9-7-10  
Bill Hall Date  
General Unit Representative

Pam Randall 8/25/10  
Pam Randall Date  
Chief Fiscal Officer

Betty Brown 9-7-10  
Betty Brown Date  
General Unit Representative

Dan Macsay 8/24/10  
Dan Macsay Date  
Chair, Board of Supervisors

M. Carnahan 8/24/10  
Melissa Carnahan Date  
General Unit Representative

Nancy Richardson 9/7/10  
Nancy Richardson Date  
General Unit Representative

Jessica Johnson 9/7/10  
Jessica Johnson Date  
General Unit Representative

Dennis Seaton 8/25/10  
Dennis Seaton Date  
General Unit Representative

Brian Ascherman 9/7/10  
BRIAN ASCHERMAN DATE

**ATTACHMENT A**  
**General Employees Class Titles/Ranges**

**Payroll**

**Class**

**Code**

**Class Description**

**Salary/Range**

001	Library Associate I	99
002	Library Associate II	137
004	Technical Services Associate	175
005	Branch Library Associate	132
006	Library Assistant	132
007	Building Maintenance Custodian	109
008	Assistant Recorder	118
009	Accountant/Auditor I	223
010	Accountant/Auditor II	236
011	Accounting Technician	155
012	Accounting Assistant I	99
013	Accounting Assistant II	118
019	Deputy Road Commissioner	296
020	Chief Building Inspector	209
021	Building Inspector I	178
022	Building Inspector II	189
023	Building and Grounds Maintenance Supervisor	184
024	Building and Grounds Maintenance Worker I	146
025	Building and Grounds Maintenance Worker II	155
027	Museum Curator	155
028	Deputy Public Works Director	296
029	Public Services Assistant	99
030	Public Services Specialist	118
031	Office Assistant	099
032	Office Specialist	118
033	Victim Witness Advocate	189
034	District Attorney Investigator	221
035	Child Support Specialist II	156
036	Director or Child Support Services	Flat Appointed
037	Legal Assistant I	164
038	Legal Assistant II	194
039	Machinist/A&E Mechanic	199
040	Executive Secretary	189
041	Assistant Planner	Flat Appointed
042	Associate Planner	231
043	Veteran's Service Officer	213
044	Assistant Treasurer	155
045	Planning Tech I	155
045	Planning Tech II	165
046	Probation Technician I	137

<b>Payroll Class Code</b>	<b>Class Description</b>	<b>Salary/Range</b>
047	Probation Technician II	146
048	Probation Officer I	170
049	Probation Officer II	189
050	Assistant Probation Officer	237
051	Road Maintenance Worker I	155
052	Road Maintenance Worker II	175
053	Sr. Road Maintenance Worker	189
054	Road Maintenance Supervisor	209
055	Assistant Engineer	246
056	Associate Engineer	246
057	Auto & Equipment Supervisor	217
058	Auto & Equipment Mechanic I	395
059	Auto & Equipment Mechanic II	189
060	Auto Parts Worker	137
061	Computer Systems Analyst	252
062	Administrative Assistant	199
063	Engineering Technician I	203
064	Engineering Technician II	223
065	Engineering Assistant	178
066	Road Maintenance Superintendent	252
067	Assistant Tax Collector	155
068	Transportation Manager	231
069	Deputy Road Commissioner	296
070	Deputy Agricultural Commissioner	209
071	Ag Weights & Measures Inspector I	175
072	Ag Weights & Measures Inspector II	194
073	Deputy County Clerk	127
074	Appraiser II	175
075	Appraiser I	194
076	Auditor/Appraiser I	194
077	Auditor/Appraiser II	209
078	Senior Appraiser	219
079	Sr. Deputy County Clerk	155
080	Staff Psychologist	280
081	Health Services Officer	Flat Appointed
082	Health Program Manager	262
083	Departmental Fiscal Officer	231
084	Mental Health Clinician/Case Manager	270
085	Health Services Specialist	217
086	MH Clinician/Children's Services Coordinator	280
087	Assistant Chief Administrative Officer/Chief Financial Officer	262
088	Administrative Analyst	223
089	Executive Secretary to CAO	209
090	CalWorks Program Manager	237
091	CalWorks Employment Specialist	166
092	Migrant Center Manager	175
093	Tobacco Control Project Manager	236

**Payroll****Class****Code****Class Description****Salary/Range**

095	Deputy Director of Substance Abuse	340
096	Deputy Director of Mental Health	350
097	Deputy Director	358
098	Auditor/Appraiser II with Certification	214
099	Community Health Outreach	123
100	Office Supervisor	137
101	A&D Health Services Specialist	217
102	Assessment Office Specialist I	127
103	Assessment Office Specialist II	146
104	Mental Health Assistant	231
105	Chief Deputy-Sheriff	219
108	Child Support Specialist III	260
109	Environmental Health Specialist I	221
110	Environmental Health Tech	176
133	Sr. Substance Abuse Counselor	184
134	Auto & Equipment Mechanic	189
135	Ag Field Technician	194
136	Assistant Clerk/Recorder	199
137	County Surveyor/Assistant Engineer	262
138	Clerk to the Board of Supervisors	179
142	Systems Tech/Drafter	199
158	Associate Civil Engineer	262
159	County Surveyor/Associate Civil Engineer	270
160	Support Services Administrator	252
162	Public Health Nurse Intern	285
163	Public Health Nurse	319
168	Information Technology/911 Computer System Manager	302
169	Deputy Director/Supervisor	252
170	Eligibility Worker I	128
171	Eligibility Worker II	146
172	Eligibility Worker III	166
173	Eligibility Worker Supervisor	190
174	Social Worker I	159
175	Social Worker II	185
176	Social Worker III	213
177	Public Health Fiscal Officer	219
179	Information Systems Cust. Coordinator	175
180	Program Manager	271
181	Information Systems Manager	302
182	Account Clerk	175
183	Sr. Environmental Health Sp	308
185	Assistant Auditor	276
186	Air Pollution Inspector I/II	177
187	Environmental Health Tech	176
188	Paralegal I/II	214
189	Social Services Program Manager	271
190	Information Systems Analyst	185
192	Social Worker Supervisor	252
193	Director of Environmental Health	358

**Payroll****Class****Code****Class Description****Salary/Range**

194	Office Specialist II	128
195	Office Specialist III	138
196	Account Clerk III	138
216	Watermaster	204
217	Deputy Watermaster	175
218	Assistant Sheriff-Administration	Flat Appointed
219	Assistant Sheriff-Field	184
1091	Sheriff Admin Assistant	178
1092	Correctional Officer I	172
1093	Correctional Officer II	182
1094	Correctional Officer III	192
1116	Deputy Sheriff I	182
1117	Deputy Sheriff II	192
1118	Sergeant	221
1186	Dispatcher I,II,III	168
1188	Deputy Director of Emergency Services	188
1189	Chief Civil Deputy	221
5000	Extra Help	Hourly
5001	Extra Help-Seasonal	Hourly
5002	Extra Help-Sheriff	Hourly
6000	Cemetery Worker	Cemetery
9001	Agricultural Commissioner	Flat Appointed
9004	Assessor	Elected
9006	Auditor/Recorder/Clerk/Registrar of Voters	Elected
9014	Librarian	Flat Appointed
9016	Chief Administrative Officer	Flat Appointed
9017	County Clerk	Elected
9019	Sr. Clerk to the Board	199
9025	District Attorney	Elected
9026	Assistant District Attorney	316
9028	Director of Health Services	Flat Appointed
9030	Board of Supervisor	Elected
9031	Planning Director	Flat Appointed
9032	Chief Probation Officer	Flat Appointed
9036	Director of Transportation	Flat Appointed
9037	Road Commissioner/Public Works Director	Flat Appointed
9039	Sheriff/Coroner	Elected
9040	Treasurer/Tax Collector	Elected
9041	Undersheriff	Flat Appointed
9045	Director	Flat Appointed
9045	Director of Social Services	Flat Appointed
9050	Children and Families Commission Director	Flat Appointed
9051	Director of Natural Resources	Flat Appointed
9052	Radio Tech	188

RANGE	STEP 1 A	STEP 2 B	STEP 3 C	STEP 4 D	STEP 5 E	STEP 6 F	STEP 7 F + 5%	STEP 8 F + 10%	STEP 9 F + 15%	STEP 10 F + 20%
1	982	1,031	1,083	1,137	1,194	1,254	1,317	1,383	1,452	1,525
2	987	1,036	1,088	1,142	1,199	1,259	1,322	1,388	1,457	1,530
3	992	1,042	1,094	1,149	1,206	1,266	1,329	1,395	1,465	1,538
4	997	1,047	1,099	1,154	1,212	1,273	1,337	1,404	1,474	1,548
5	1,002	1,052	1,105	1,160	1,218	1,279	1,343	1,410	1,481	1,555
6	1,007	1,057	1,110	1,166	1,224	1,285	1,349	1,416	1,487	1,561
7	1,012	1,063	1,116	1,172	1,231	1,293	1,358	1,426	1,497	1,572
8	1,017	1,068	1,121	1,177	1,236	1,298	1,363	1,431	1,503	1,578
9	1,022	1,073	1,127	1,183	1,242	1,304	1,369	1,437	1,509	1,584
10	1,027	1,078	1,132	1,189	1,248	1,310	1,376	1,445	1,517	1,593
11	1,032	1,084	1,138	1,195	1,255	1,318	1,384	1,453	1,526	1,602
12	1,037	1,089	1,143	1,200	1,260	1,323	1,389	1,458	1,531	1,608
13	1,042	1,094	1,149	1,206	1,266	1,329	1,395	1,465	1,538	1,615
14	1,047	1,099	1,154	1,212	1,273	1,337	1,404	1,474	1,548	1,625
15	1,052	1,105	1,160	1,218	1,279	1,343	1,410	1,481	1,555	1,633
16	1,057	1,110	1,166	1,224	1,285	1,349	1,416	1,487	1,561	1,639
17	1,062	1,115	1,171	1,230	1,292	1,357	1,425	1,496	1,571	1,650
18	1,067	1,120	1,176	1,235	1,297	1,362	1,430	1,502	1,577	1,656
19	1,072	1,126	1,182	1,241	1,303	1,368	1,436	1,508	1,583	1,662
20	1,077	1,131	1,188	1,247	1,309	1,374	1,443	1,515	1,591	1,671
21	1,082	1,136	1,193	1,253	1,316	1,382	1,451	1,524	1,600	1,680
22	1,087	1,141	1,198	1,258	1,321	1,387	1,456	1,529	1,605	1,685
23	1,092	1,147	1,204	1,264	1,327	1,393	1,463	1,536	1,613	1,694
24	1,097	1,152	1,210	1,271	1,335	1,402	1,472	1,546	1,623	1,704
25	1,102	1,157	1,215	1,276	1,340	1,407	1,477	1,551	1,629	1,710
26	1,108	1,163	1,221	1,282	1,346	1,413	1,484	1,558	1,636	1,718
27	1,114	1,170	1,229	1,290	1,355	1,423	1,494	1,569	1,647	1,729
28	1,120	1,176	1,235	1,297	1,362	1,430	1,502	1,577	1,656	1,739
29	1,126	1,182	1,241	1,303	1,368	1,436	1,508	1,583	1,662	1,745
30	1,132	1,189	1,248	1,310	1,376	1,445	1,517	1,593	1,673	1,757
31	1,138	1,195	1,255	1,318	1,384	1,453	1,526	1,602	1,682	1,766
32	1,144	1,201	1,261	1,324	1,390	1,460	1,533	1,610	1,691	1,776
33	1,150	1,208	1,268	1,331	1,398	1,468	1,541	1,618	1,699	1,784
34	1,156	1,214	1,275	1,339	1,406	1,476	1,550	1,628	1,709	1,794
35	1,162	1,220	1,281	1,345	1,412	1,483	1,557	1,635	1,717	1,803
36	1,168	1,226	1,287	1,351	1,419	1,490	1,565	1,643	1,725	1,811
37	1,174	1,233	1,295	1,360	1,428	1,499	1,574	1,653	1,736	1,823
38	1,180	1,239	1,301	1,366	1,434	1,506	1,581	1,660	1,743	1,830
39	1,186	1,245	1,307	1,372	1,441	1,513	1,589	1,668	1,751	1,839
40	1,192	1,252	1,315	1,381	1,450	1,523	1,599	1,679	1,763	1,851
41	1,198	1,258	1,321	1,387	1,456	1,529	1,605	1,685	1,769	1,857
42	1,204	1,264	1,327	1,393	1,463	1,536	1,613	1,694	1,779	1,868
43	1,210	1,271	1,335	1,402	1,472	1,546	1,623	1,704	1,789	1,878
44	1,216	1,277	1,341	1,408	1,478	1,552	1,630	1,712	1,798	1,888
45	1,222	1,283	1,347	1,414	1,485	1,559	1,637	1,719	1,805	1,895
46	1,228	1,289	1,353	1,421	1,492	1,567	1,645	1,727	1,813	1,904
47	1,234	1,296	1,361	1,429	1,500	1,575	1,654	1,737	1,824	1,915
48	1,240	1,302	1,367	1,435	1,507	1,582	1,661	1,744	1,831	1,923
49	1,246	1,308	1,373	1,442	1,514	1,590	1,670	1,754	1,842	1,934
50	1,252	1,315	1,381	1,450	1,523	1,599	1,679	1,763	1,851	1,944
51	1,258	1,321	1,387	1,456	1,529	1,605	1,685	1,769	1,857	1,950
52	1,264	1,327	1,393	1,463	1,536	1,613	1,694	1,779	1,868	1,961
53	1,270	1,334	1,401	1,471	1,545	1,622	1,703	1,788	1,877	1,971
54	1,276	1,340	1,407	1,477	1,551	1,629	1,710	1,796	1,886	1,980
55	1,282	1,346	1,413	1,484	1,558	1,636	1,718	1,804	1,894	1,989
56	1,288	1,352	1,420	1,491	1,566	1,644	1,726	1,812	1,903	1,998
57	1,294	1,359	1,427	1,498	1,573	1,652	1,735	1,822	1,913	2,009
58	1,300	1,365	1,433	1,505	1,580	1,659	1,742	1,829	1,920	2,016
59	1,307	1,372	1,441	1,513	1,589	1,668	1,751	1,839	1,931	2,028
60	1,314	1,380	1,449	1,521	1,597	1,677	1,761	1,849	1,941	2,038
61	1,321	1,387	1,456	1,529	1,605	1,685	1,769	1,857	1,950	2,048



RANGE	STEP 1 A	STEP 2 B	STEP 3 C	STEP 4 D	STEP 5 E	STEP 6 F	STEP 7 F + 5%	STEP 8 F + 10%	STEP 9 F + 15%	STEP 10 F + 20%
62	1,328	1,394	1,464	1,537	1,614	1,695	1,780	1,869	1,962	2,060
63	1,335	1,402	1,472	1,546	1,623	1,704	1,789	1,878	1,972	2,071
64	1,342	1,409	1,479	1,553	1,631	1,713	1,799	1,889	1,983	2,082
65	1,349	1,416	1,487	1,561	1,639	1,721	1,807	1,897	1,992	2,092
66	1,356	1,424	1,495	1,570	1,649	1,731	1,818	1,909	2,004	2,104
67	1,363	1,431	1,503	1,578	1,657	1,740	1,827	1,918	2,014	2,115
68	1,370	1,439	1,511	1,587	1,666	1,749	1,836	1,928	2,024	2,125
69	1,377	1,446	1,518	1,594	1,674	1,758	1,846	1,938	2,035	2,137
70	1,384	1,453	1,526	1,602	1,682	1,766	1,854	1,947	2,044	2,146
71	1,391	1,461	1,534	1,611	1,692	1,777	1,866	1,959	2,057	2,160
72	1,398	1,468	1,541	1,618	1,699	1,784	1,873	1,967	2,065	2,168
73	1,405	1,475	1,549	1,626	1,707	1,792	1,882	1,976	2,075	2,179
74	1,412	1,483	1,557	1,635	1,717	1,803	1,893	1,988	2,087	2,191
75	1,419	1,490	1,565	1,643	1,725	1,811	1,902	1,997	2,097	2,202
76	1,426	1,497	1,572	1,651	1,734	1,821	1,912	2,008	2,108	2,213
77	1,433	1,505	1,580	1,659	1,742	1,829	1,920	2,016	2,117	2,223
78	1,440	1,512	1,588	1,667	1,750	1,838	1,930	2,027	2,128	2,234
79	1,447	1,519	1,595	1,675	1,759	1,847	1,939	2,036	2,138	2,245
80	1,454	1,527	1,603	1,683	1,767	1,855	1,948	2,045	2,147	2,254
81	1,461	1,534	1,611	1,692	1,777	1,866	1,959	2,057	2,160	2,268
82	1,468	1,541	1,618	1,699	1,784	1,873	1,967	2,065	2,168	2,276
83	1,475	1,549	1,626	1,707	1,792	1,882	1,976	2,075	2,179	2,288
84	1,482	1,556	1,634	1,716	1,802	1,892	1,987	2,086	2,190	2,300
85	1,489	1,563	1,641	1,723	1,809	1,899	1,994	2,094	2,199	2,309
86	1,496	1,571	1,650	1,733	1,820	1,911	2,007	2,107	2,212	2,323
87	1,503	1,578	1,657	1,740	1,827	1,918	2,014	2,115	2,221	2,332
88	1,511	1,587	1,666	1,749	1,836	1,928	2,024	2,125	2,231	2,343
89	1,519	1,595	1,675	1,759	1,847	1,939	2,036	2,138	2,245	2,357
90	1,527	1,603	1,683	1,767	1,855	1,948	2,045	2,147	2,254	2,367
91	1,535	1,612	1,693	1,778	1,867	1,960	2,058	2,161	2,269	2,382
92	1,543	1,620	1,701	1,786	1,875	1,969	2,067	2,170	2,279	2,393
93	1,551	1,629	1,710	1,796	1,886	1,980	2,079	2,183	2,292	2,407
94	1,559	1,637	1,719	1,805	1,895	1,990	2,090	2,195	2,305	2,420
95	1,567	1,645	1,727	1,813	1,904	1,999	2,099	2,204	2,314	2,430
96	1,575	1,654	1,737	1,824	1,915	2,011	2,112	2,218	2,329	2,445
97	1,583	1,662	1,745	1,832	1,924	2,020	2,121	2,227	2,338	2,455
98	1,591	1,671	1,755	1,843	1,935	2,032	2,134	2,241	2,353	2,471
99	1,599	1,679	1,763	1,851	1,944	2,041	2,143	2,250	2,363	2,481
100	1,607	1,687	1,771	1,860	1,953	2,051	2,154	2,262	2,375	2,494
101	1,615	1,696	1,781	1,870	1,964	2,062	2,165	2,273	2,387	2,506
102	1,623	1,704	1,789	1,878	1,972	2,071	2,175	2,284	2,398	2,518
103	1,631	1,713	1,799	1,889	1,983	2,082	2,186	2,295	2,410	2,531
104	1,639	1,721	1,807	1,897	1,992	2,092	2,197	2,307	2,422	2,543
105	1,647	1,729	1,815	1,906	2,001	2,101	2,206	2,316	2,432	2,554
106	1,655	1,738	1,825	1,916	2,012	2,113	2,219	2,330	2,447	2,569
107	1,663	1,746	1,833	1,925	2,021	2,122	2,228	2,339	2,456	2,579
108	1,671	1,755	1,843	1,935	2,032	2,134	2,241	2,353	2,471	2,595
109	1,679	1,763	1,851	1,944	2,041	2,143	2,250	2,363	2,481	2,605
110	1,687	1,771	1,860	1,953	2,051	2,154	2,262	2,375	2,494	2,619
111	1,695	1,780	1,869	1,962	2,060	2,163	2,271	2,385	2,504	2,629
112	1,703	1,788	1,877	1,971	2,070	2,174	2,283	2,397	2,517	2,643
113	1,712	1,798	1,888	1,982	2,081	2,185	2,294	2,409	2,529	2,655
114	1,721	1,807	1,897	1,992	2,092	2,197	2,307	2,422	2,543	2,670
115	1,730	1,817	1,908	2,003	2,103	2,208	2,318	2,434	2,556	2,684
116	1,739	1,826	1,917	2,013	2,114	2,220	2,331	2,448	2,570	2,699
117	1,748	1,835	1,927	2,023	2,124	2,230	2,342	2,459	2,582	2,711
118	1,757	1,845	1,937	2,034	2,136	2,243	2,355	2,473	2,597	2,727
119	1,766	1,854	1,947	2,044	2,146	2,253	2,366	2,484	2,608	2,738
120	1,775	1,864	1,957	2,055	2,158	2,266	2,379	2,498	2,623	2,754
121	1,784	1,873	1,967	2,065	2,168	2,276	2,390	2,510	2,636	2,768
122	1,793	1,883	1,977	2,076	2,180	2,289	2,403	2,523	2,649	2,781

RANGE	STEP 1 A	STEP 2 B	STEP 3 C	STEP 4 D	STEP 5 E	STEP 6 F	STEP 7 F + 5%	STEP 8 F + 10%	STEP 9 F + 15%	STEP 10 F + 20%
123	1,802	1,892	1,987	2,086	2,190	2,300	2,415	2,536	2,663	2,796
124	1,811	1,902	1,997	2,097	2,202	2,312	2,428	2,549	2,676	2,810
125	1,820	1,911	2,007	2,107	2,212	2,323	2,439	2,561	2,689	2,823
126	1,829	1,920	2,016	2,117	2,223	2,334	2,451	2,574	2,703	2,838
127	1,838	1,930	2,027	2,128	2,234	2,346	2,463	2,586	2,715	2,851
128	1,847	1,939	2,036	2,138	2,245	2,357	2,475	2,599	2,729	2,865
129	1,856	1,949	2,046	2,148	2,255	2,368	2,486	2,610	2,741	2,878
130	1,865	1,958	2,056	2,159	2,267	2,380	2,499	2,624	2,755	2,893
131	1,874	1,968	2,066	2,169	2,277	2,391	2,511	2,637	2,769	2,907
132	1,883	1,977	2,076	2,180	2,289	2,403	2,523	2,649	2,781	2,920
133	1,892	1,987	2,086	2,190	2,300	2,415	2,536	2,663	2,796	2,936
134	1,901	1,996	2,096	2,201	2,311	2,427	2,548	2,675	2,809	2,949
135	1,911	2,007	2,107	2,212	2,323	2,439	2,561	2,689	2,823	2,964
136	1,921	2,017	2,118	2,224	2,335	2,452	2,575	2,704	2,839	2,981
137	1,931	2,028	2,129	2,235	2,347	2,464	2,587	2,716	2,852	2,995
138	1,941	2,038	2,140	2,247	2,359	2,477	2,601	2,731	2,868	3,011
139	1,951	2,049	2,151	2,259	2,372	2,491	2,616	2,747	2,884	3,028
140	1,961	2,059	2,162	2,270	2,384	2,503	2,628	2,759	2,897	3,042
141	1,971	2,070	2,174	2,283	2,397	2,517	2,643	2,775	2,914	3,060
142	1,981	2,080	2,184	2,293	2,408	2,528	2,654	2,787	2,926	3,072
143	1,991	2,091	2,196	2,306	2,421	2,542	2,669	2,802	2,942	3,089
144	2,001	2,101	2,206	2,316	2,432	2,554	2,682	2,816	2,957	3,105
145	2,011	2,112	2,218	2,329	2,445	2,567	2,695	2,830	2,972	3,121
146	2,021	2,122	2,228	2,339	2,456	2,579	2,708	2,843	2,985	3,134
147	2,031	2,133	2,240	2,352	2,470	2,594	2,724	2,860	3,003	3,153
148	2,041	2,143	2,250	2,363	2,481	2,605	2,735	2,872	3,016	3,167
149	2,051	2,154	2,262	2,375	2,494	2,619	2,750	2,888	3,032	3,184
150	2,061	2,164	2,272	2,386	2,505	2,630	2,762	2,900	3,045	3,197
151	2,071	2,175	2,284	2,398	2,518	2,644	2,776	2,915	3,061	3,214
152	2,081	2,185	2,294	2,409	2,529	2,655	2,788	2,927	3,073	3,227
153	2,091	2,196	2,306	2,421	2,542	2,669	2,802	2,942	3,089	3,243
154	2,101	2,206	2,316	2,432	2,554	2,682	2,816	2,957	3,105	3,260
155	2,112	2,218	2,329	2,445	2,567	2,695	2,830	2,972	3,121	3,277
156	2,123	2,229	2,340	2,457	2,580	2,709	2,844	2,986	3,135	3,292
157	2,134	2,241	2,353	2,471	2,595	2,725	2,861	3,004	3,154	3,312
158	2,145	2,252	2,365	2,483	2,607	2,737	2,874	3,018	3,169	3,327
159	2,156	2,264	2,377	2,496	2,621	2,752	2,890	3,035	3,187	3,346
160	2,167	2,275	2,389	2,508	2,633	2,765	2,903	3,048	3,200	3,360
161	2,178	2,287	2,401	2,521	2,647	2,779	2,918	3,064	3,217	3,378
162	2,189	2,298	2,413	2,534	2,661	2,794	2,934	3,081	3,235	3,397
163	2,200	2,310	2,426	2,547	2,674	2,808	2,948	3,095	3,250	3,413
164	2,211	2,322	2,438	2,560	2,688	2,822	2,963	3,111	3,267	3,430
165	2,222	2,333	2,450	2,573	2,702	2,837	2,979	3,128	3,284	3,448
166	2,233	2,345	2,462	2,585	2,714	2,850	2,993	3,143	3,300	3,465
167	2,244	2,356	2,474	2,598	2,728	2,864	3,007	3,157	3,315	3,481
168	2,255	2,368	2,486	2,610	2,741	2,878	3,022	3,173	3,332	3,499
169	2,266	2,379	2,498	2,623	2,754	2,892	3,037	3,189	3,348	3,515
170	2,277	2,391	2,511	2,637	2,769	2,907	3,052	3,205	3,365	3,533
171	2,288	2,402	2,522	2,648	2,780	2,919	3,065	3,218	3,379	3,548
172	2,299	2,414	2,535	2,662	2,795	2,935	3,082	3,236	3,398	3,568
173	2,310	2,426	2,547	2,674	2,808	2,948	3,095	3,250	3,413	3,584
174	2,322	2,438	2,560	2,688	2,822	2,963	3,111	3,267	3,430	3,602
175	2,334	2,451	2,574	2,703	2,838	2,980	3,129	3,285	3,449	3,621
176	2,346	2,463	2,586	2,715	2,851	2,994	3,144	3,301	3,466	3,639
177	2,358	2,476	2,600	2,730	2,867	3,010	3,161	3,319	3,485	3,659
178	2,370	2,489	2,613	2,744	2,881	3,025	3,176	3,335	3,502	3,677
179	2,382	2,501	2,626	2,757	2,895	3,040	3,192	3,352	3,520	3,696
180	2,394	2,514	2,640	2,772	2,911	3,057	3,210	3,371	3,540	3,717
181	2,406	2,526	2,652	2,785	2,924	3,070	3,224	3,385	3,554	3,732
182	2,418	2,539	2,666	2,799	2,939	3,086	3,240	3,402	3,572	3,751
183	2,430	2,552	2,680	2,814	2,955	3,103	3,258	3,421	3,592	3,772

RANGE	STEP 1 A	STEP 2 B	STEP 3 C	STEP 4 D	STEP 5 E	STEP 6 F	STEP 7 F + 5%	STEP 8 F + 10%	STEP 9 F + 15%	STEP 10 F + 20%
184	2,442	2,564	2,692	2,827	2,968	3,116	3,272	3,436	3,608	3,788
185	2,454	2,577	2,706	2,841	2,983	3,132	3,289	3,453	3,626	3,807
186	2,466	2,589	2,718	2,854	2,997	3,147	3,304	3,469	3,642	3,824
187	2,478	2,602	2,732	2,869	3,012	3,163	3,321	3,487	3,661	3,844
188	2,490	2,615	2,746	2,883	3,027	3,178	3,337	3,504	3,679	3,863
189	2,502	2,627	2,758	2,896	3,041	3,193	3,353	3,521	3,697	3,882
190	2,515	2,641	2,773	2,912	3,058	3,211	3,372	3,541	3,718	3,904
191	2,528	2,654	2,787	2,926	3,072	3,226	3,387	3,556	3,734	3,921
192	2,541	2,668	2,801	2,941	3,088	3,242	3,404	3,574	3,753	3,941
193	2,554	2,682	2,816	2,957	3,105	3,260	3,423	3,594	3,774	3,963
194	2,567	2,695	2,830	2,972	3,121	3,277	3,441	3,613	3,794	3,984
195	2,580	2,709	2,844	2,986	3,135	3,292	3,457	3,630	3,812	4,003
196	2,593	2,723	2,859	3,002	3,152	3,310	3,476	3,650	3,833	4,025
197	2,606	2,736	2,873	3,017	3,168	3,326	3,492	3,667	3,850	4,043
198	2,619	2,750	2,888	3,032	3,184	3,343	3,510	3,686	3,870	4,064
199	2,632	2,764	2,902	3,047	3,199	3,359	3,527	3,703	3,888	4,082
200	2,645	2,777	2,916	3,062	3,215	3,376	3,545	3,722	3,908	4,103
201	2,658	2,791	2,931	3,078	3,232	3,394	3,564	3,742	3,929	4,125
202	2,671	2,805	2,945	3,092	3,247	3,409	3,579	3,758	3,946	4,143
203	2,684	2,818	2,959	3,107	3,262	3,425	3,596	3,776	3,965	4,163
204	2,697	2,832	2,974	3,123	3,279	3,443	3,615	3,796	3,986	4,185
205	2,710	2,846	2,988	3,137	3,294	3,459	3,632	3,814	4,005	4,205
206	2,724	2,860	3,003	3,153	3,311	3,477	3,651	3,834	4,026	4,227
207	2,738	2,875	3,019	3,170	3,329	3,495	3,670	3,854	4,047	4,249
208	2,752	2,890	3,035	3,187	3,346	3,513	3,689	3,873	4,067	4,270
209	2,766	2,904	3,049	3,201	3,361	3,529	3,705	3,890	4,085	4,289
210	2,780	2,919	3,065	3,218	3,379	3,548	3,725	3,911	4,107	4,312
211	2,794	2,934	3,081	3,235	3,397	3,567	3,745	3,932	4,129	4,335
212	2,808	2,948	3,095	3,250	3,413	3,584	3,763	3,951	4,149	4,356
213	2,822	2,963	3,111	3,267	3,430	3,602	3,782	3,971	4,170	4,379
214	2,836	2,978	3,127	3,283	3,447	3,619	3,800	3,990	4,190	4,400
215	2,850	2,993	3,143	3,300	3,465	3,638	3,820	4,011	4,212	4,423
216	2,864	3,007	3,157	3,315	3,481	3,655	3,838	4,030	4,232	4,444
217	2,878	3,022	3,173	3,332	3,499	3,674	3,858	4,051	4,254	4,467
218	2,892	3,037	3,189	3,348	3,515	3,691	3,876	4,070	4,274	4,488
219	2,906	3,051	3,204	3,364	3,532	3,709	3,894	4,089	4,293	4,508
220	2,921	3,067	3,220	3,381	3,550	3,728	3,914	4,110	4,316	4,532
221	2,936	3,083	3,237	3,399	3,569	3,747	3,934	4,131	4,338	4,555
222	2,951	3,099	3,254	3,417	3,588	3,767	3,955	4,153	4,361	4,579
223	2,966	3,114	3,270	3,434	3,606	3,786	3,975	4,174	4,383	4,602
224	2,981	3,130	3,287	3,451	3,624	3,805	3,995	4,195	4,405	4,625
225	2,996	3,146	3,303	3,468	3,641	3,823	4,014	4,215	4,426	4,647
226	3,011	3,162	3,320	3,486	3,660	3,843	4,035	4,237	4,449	4,671
227	3,026	3,177	3,336	3,503	3,678	3,862	4,055	4,258	4,471	4,695
228	3,041	3,193	3,353	3,521	3,697	3,882	4,076	4,280	4,494	4,719
229	3,056	3,209	3,369	3,537	3,714	3,900	4,095	4,300	4,515	4,741
230	3,071	3,225	3,386	3,555	3,733	3,920	4,116	4,322	4,538	4,765
231	3,086	3,240	3,402	3,572	3,751	3,939	4,136	4,343	4,560	4,788
232	3,101	3,256	3,419	3,590	3,770	3,959	4,157	4,365	4,583	4,812
233	3,117	3,273	3,437	3,609	3,789	3,978	4,177	4,386	4,605	4,835
234	3,133	3,290	3,455	3,628	3,809	3,999	4,199	4,409	4,629	4,860
235	3,149	3,306	3,471	3,645	3,827	4,018	4,219	4,430	4,652	4,885
236	3,165	3,323	3,489	3,663	3,846	4,038	4,240	4,452	4,675	4,909
237	3,181	3,340	3,507	3,682	3,866	4,059	4,262	4,475	4,699	4,934
238	3,197	3,357	3,525	3,701	3,886	4,080	4,284	4,498	4,723	4,959
239	3,213	3,374	3,543	3,720	3,906	4,101	4,306	4,521	4,747	4,984
240	3,229	3,390	3,560	3,738	3,925	4,121	4,327	4,543	4,770	5,009
241	3,245	3,407	3,577	3,756	3,944	4,141	4,348	4,565	4,793	5,033
242	3,261	3,424	3,595	3,775	3,964	4,162	4,370	4,589	4,818	5,059
243	3,277	3,441	3,613	3,794	3,984	4,183	4,392	4,612	4,843	5,085
244	3,293	3,458	3,631	3,813	4,004	4,204	4,414	4,635	4,867	5,110

RANGE	STEP 1 A	STEP 2 B	STEP 3 C	STEP 4 D	STEP 5 E	STEP 6 F	STEP 7 F + 5%	STEP 8 F + 10%	STEP 9 F + 15%	STEP 10 F + 20%
245	3,309	3,474	3,648	3,830	4,022	4,223	4,434	4,656	4,889	5,133
246	3,326	3,492	3,667	3,850	4,043	4,245	4,457	4,680	4,914	5,160
247	3,343	3,510	3,686	3,870	4,064	4,267	4,480	4,704	4,939	5,186
248	3,360	3,528	3,704	3,889	4,083	4,287	4,501	4,726	4,962	5,210
249	3,377	3,546	3,723	3,909	4,104	4,309	4,524	4,750	4,988	5,237
250	3,394	3,564	3,742	3,929	4,125	4,331	4,548	4,775	5,014	5,265
251	3,411	3,582	3,761	3,949	4,146	4,353	4,571	4,800	5,040	5,292
252	3,428	3,599	3,779	3,968	4,166	4,374	4,593	4,823	5,064	5,317
253	3,445	3,617	3,798	3,988	4,187	4,396	4,616	4,847	5,089	5,343
254	3,462	3,635	3,817	4,008	4,208	4,418	4,639	4,871	5,115	5,371
255	3,479	3,653	3,836	4,028	4,229	4,440	4,662	4,895	5,140	5,397
256	3,496	3,671	3,855	4,048	4,250	4,463	4,686	4,920	5,166	5,424
257	3,513	3,689	3,873	4,067	4,270	4,484	4,708	4,943	5,190	5,450
258	3,531	3,708	3,893	4,088	4,292	4,507	4,732	4,969	5,217	5,478
259	3,549	3,726	3,912	4,108	4,313	4,529	4,755	4,993	5,243	5,505
260	3,567	3,745	3,932	4,129	4,335	4,552	4,780	5,019	5,270	5,534
261	3,585	3,764	3,952	4,150	4,358	4,576	4,805	5,045	5,297	5,562
262	3,603	3,783	3,972	4,171	4,380	4,599	4,829	5,070	5,324	5,590
263	3,621	3,802	3,992	4,192	4,402	4,622	4,853	5,096	5,351	5,619
264	3,639	3,821	4,012	4,213	4,424	4,645	4,877	5,121	5,377	5,646
265	3,657	3,840	4,032	4,234	4,446	4,668	4,901	5,146	5,403	5,673
266	3,675	3,859	4,052	4,255	4,468	4,691	4,926	5,172	5,431	5,703
267	3,693	3,878	4,072	4,276	4,490	4,715	4,951	5,199	5,459	5,732
268	3,711	3,897	4,092	4,297	4,512	4,738	4,975	5,224	5,485	5,759
269	3,730	3,917	4,113	4,319	4,535	4,762	5,000	5,250	5,513	5,789
270	3,749	3,936	4,133	4,340	4,557	4,785	5,024	5,275	5,539	5,816
271	3,768	3,956	4,154	4,362	4,580	4,809	5,049	5,301	5,566	5,844
272	3,787	3,976	4,175	4,384	4,603	4,833	5,075	5,329	5,595	5,875
273	3,806	3,996	4,196	4,406	4,626	4,857	5,100	5,355	5,623	5,904
274	3,825	4,016	4,217	4,428	4,649	4,881	5,125	5,381	5,650	5,933
275	3,844	4,036	4,238	4,450	4,673	4,907	5,152	5,410	5,681	5,965
276	3,863	4,056	4,259	4,472	4,696	4,931	5,178	5,437	5,709	5,994
277	3,882	4,076	4,280	4,494	4,719	4,955	5,203	5,463	5,736	6,023
278	3,901	4,096	4,301	4,516	4,742	4,979	5,228	5,489	5,763	6,051
279	3,921	4,117	4,323	4,539	4,766	5,004	5,254	5,517	5,793	6,083
280	3,941	4,138	4,345	4,562	4,790	5,030	5,282	5,546	5,823	6,114
281	3,961	4,159	4,367	4,585	4,814	5,055	5,308	5,573	5,852	6,145
282	3,981	4,180	4,389	4,608	4,838	5,080	5,334	5,601	5,881	6,175
283	4,001	4,201	4,411	4,632	4,864	5,107	5,362	5,630	5,912	6,208
284	4,021	4,222	4,433	4,655	4,888	5,132	5,389	5,658	5,941	6,238
285	4,041	4,243	4,455	4,678	4,912	5,158	5,416	5,687	5,971	6,270
286	4,061	4,264	4,477	4,701	4,936	5,183	5,442	5,714	6,000	6,300
287	4,081	4,285	4,499	4,724	4,960	5,208	5,468	5,741	6,028	6,329
288	4,101	4,306	4,521	4,747	4,984	5,233	5,495	5,770	6,059	6,362
289	4,122	4,328	4,544	4,771	5,010	5,261	5,524	5,800	6,090	6,395
290	4,143	4,350	4,568	4,796	5,036	5,288	5,552	5,830	6,122	6,428
291	4,164	4,372	4,591	4,821	5,062	5,315	5,581	5,860	6,153	6,461
292	4,185	4,394	4,614	4,845	5,087	5,341	5,608	5,888	6,182	6,491
293	4,206	4,416	4,637	4,869	5,112	5,368	5,636	5,918	6,214	6,525
294	4,227	4,438	4,660	4,893	5,138	5,395	5,665	5,948	6,245	6,557
295	4,248	4,460	4,683	4,917	5,163	5,421	5,692	5,977	6,276	6,590
296	4,269	4,482	4,706	4,941	5,188	5,447	5,719	6,005	6,305	6,620
297	4,290	4,505	4,730	4,967	5,215	5,476	5,750	6,038	6,340	6,657
298	4,311	4,527	4,753	4,991	5,241	5,503	5,778	6,067	6,370	6,689
299	4,333	4,550	4,778	5,017	5,268	5,531	5,808	6,098	6,403	6,723
300	4,355	4,573	4,802	5,042	5,294	5,559	5,837	6,129	6,435	6,757
301	4,377	4,596	4,826	5,067	5,320	5,586	5,865	6,158	6,466	6,789
302	4,399	4,619	4,850	5,093	5,348	5,615	5,896	6,191	6,501	6,826
303	4,421	4,642	4,874	5,118	5,374	5,643	5,925	6,221	6,532	6,859
304	4,443	4,665	4,898	5,143	5,400	5,670	5,954	6,252	6,565	6,893
305	4,465	4,688	4,922	5,168	5,426	5,697	5,982	6,281	6,595	6,925

RANGE	STEP 1 A	STEP 2 B	STEP 3 C	STEP 4 D	STEP 5 E	STEP 6 F	STEP 7 F + 5%	STEP 8 F + 10%	STEP 9 F + 15%	STEP 10 F + 20%
306	4,487	4,711	4,947	5,194	5,454	5,727	6,013	6,314	6,630	6,962
307	4,509	4,734	4,971	5,220	5,481	5,755	6,043	6,345	6,662	6,995
308	4,532	4,759	4,997	5,247	5,509	5,784	6,073	6,377	6,696	7,031
309	4,555	4,783	5,022	5,273	5,537	5,814	6,105	6,410	6,731	7,068
310	4,578	4,807	5,047	5,299	5,564	5,842	6,134	6,441	6,763	7,101
311	4,601	4,831	5,073	5,327	5,593	5,873	6,167	6,475	6,799	7,139
312	4,624	4,855	5,098	5,353	5,621	5,902	6,197	6,507	6,832	7,174
313	4,647	4,879	5,123	5,379	5,648	5,930	6,227	6,538	6,865	7,208
314	4,670	4,904	5,149	5,406	5,676	5,960	6,258	6,571	6,900	7,245
315	4,693	4,928	5,174	5,433	5,705	5,990	6,290	6,605	6,935	7,282
316	4,716	4,952	5,200	5,460	5,733	6,020	6,321	6,637	6,969	7,317
317	4,740	4,977	5,226	5,487	5,761	6,049	6,351	6,669	7,002	7,352
318	4,764	5,002	5,252	5,515	5,791	6,081	6,385	6,704	7,039	7,391
319	4,788	5,027	5,278	5,542	5,819	6,110	6,416	6,737	7,074	7,428
320	4,812	5,053	5,306	5,571	5,850	6,143	6,450	6,773	7,112	7,468
321	4,836	5,078	5,332	5,599	5,879	6,173	6,482	6,806	7,146	7,503
322	4,860	5,103	5,358	5,626	5,907	6,202	6,512	6,838	7,180	7,539
323	4,884	5,128	5,384	5,653	5,936	6,233	6,545	6,872	7,216	7,577
324	4,908	5,153	5,411	5,682	5,966	6,264	6,577	6,906	7,251	7,614
325	4,933	5,180	5,439	5,711	5,997	6,297	6,612	6,943	7,290	7,655
326	4,958	5,206	5,466	5,739	6,026	6,327	6,643	6,975	7,324	7,690
327	4,983	5,232	5,494	5,769	6,057	6,360	6,678	7,012	7,363	7,731
328	5,008	5,258	5,521	5,797	6,087	6,391	6,711	7,047	7,399	7,769
329	5,033	5,285	5,549	5,826	6,117	6,423	6,744	7,081	7,435	7,807
330	5,058	5,311	5,577	5,856	6,149	6,456	6,779	7,118	7,474	7,848
331	5,083	5,337	5,604	5,884	6,178	6,487	6,811	7,152	7,510	7,886
332	5,108	5,363	5,631	5,913	6,209	6,519	6,845	7,187	7,546	7,923
333	5,134	5,391	5,661	5,944	6,241	6,553	6,881	7,225	7,586	7,965
334	5,160	5,418	5,689	5,973	6,272	6,586	6,915	7,261	7,624	8,005
335	5,186	5,445	5,717	6,003	6,303	6,618	6,949	7,296	7,661	8,044
336	5,212	5,473	5,747	6,034	6,336	6,653	6,986	7,335	7,702	8,087
337	5,238	5,500	5,775	6,064	6,367	6,685	7,019	7,370	7,739	8,126
338	5,264	5,527	5,803	6,093	6,398	6,718	7,054	7,407	7,777	8,166
339	5,290	5,555	5,833	6,125	6,431	6,753	7,091	7,446	7,818	8,209
340	5,316	5,582	5,861	6,154	6,462	6,785	7,124	7,480	7,854	8,247
341	5,343	5,610	5,891	6,186	6,495	6,820	7,161	7,519	7,895	8,290
342	5,370	5,639	5,921	6,217	6,528	6,854	7,197	7,557	7,935	8,332
343	5,397	5,667	5,950	6,248	6,560	6,888	7,232	7,594	7,974	8,373
344	5,424	5,695	5,980	6,279	6,593	6,923	7,269	7,632	8,014	8,415
345	5,451	5,724	6,010	6,311	6,627	6,958	7,306	7,671	8,055	8,458
346	5,478	5,752	6,040	6,342	6,659	6,992	7,342	7,709	8,094	8,499
347	5,505	5,780	6,069	6,372	6,691	7,026	7,377	7,746	8,133	8,540
348	5,533	5,810	6,101	6,406	6,726	7,062	7,415	7,786	8,175	8,584
349	5,561	5,839	6,131	6,438	6,760	7,098	7,453	7,826	8,217	8,628
350	5,589	5,868	6,161	6,469	6,792	7,132	7,489	7,863	8,256	8,669
351	5,617	5,898	6,193	6,503	6,828	7,169	7,527	7,903	8,298	8,713
352	5,645	5,927	6,223	6,534	6,861	7,204	7,564	7,942	8,339	8,756
353	5,673	5,957	6,255	6,568	6,896	7,241	7,603	7,983	8,382	8,801
354	5,701	5,986	6,285	6,599	6,929	7,275	7,639	8,021	8,422	8,843
355	5,730	6,017	6,318	6,634	6,966	7,314	7,680	8,064	8,467	8,890
356	5,759	6,047	6,349	6,666	6,999	7,349	7,716	8,102	8,507	8,932
357	5,788	6,077	6,381	6,700	7,035	7,387	7,756	8,144	8,551	8,979
358	5,817	6,108	6,413	6,734	7,071	7,425	7,796	8,186	8,595	9,025
359	5,846	6,138	6,445	6,767	7,105	7,460	7,833	8,225	8,636	9,068
360	5,875	6,169	6,477	6,801	7,141	7,498	7,873	8,267	8,680	9,114
361	5,904	6,199	6,509	6,834	7,176	7,535	7,912	8,308	8,723	9,159
362	5,934	6,231	6,543	6,870	7,214	7,575	7,954	8,352	8,770	9,209
363	5,964	6,262	6,575	6,904	7,249	7,611	7,992	8,392	8,812	9,253
364	5,994	6,294	6,609	6,939	7,286	7,650	8,033	8,435	8,857	9,300
365	6,024	6,325	6,641	6,973	7,322	7,688	8,072	8,476	8,900	9,345
366	6,054	6,357	6,675	7,009	7,359	7,727	8,113	8,519	8,945	9,392

RANGE	STEP 1 A	STEP 2 B	STEP 3 C	STEP 4 D	STEP 5 E	STEP 6 F	STEP 7 F + 5%	STEP 8 F + 10%	STEP 9 F + 15%	STEP 10 F + 20%
367	6,084	6,388	6,707	7,042	7,394	7,764	8,152	8,560	8,988	9,437
368	6,114	6,420	6,741	7,078	7,432	7,804	8,194	8,604	9,034	9,486
369	6,145	6,452	6,775	7,114	7,470	7,844	8,236	8,648	9,080	9,534
370	6,176	6,485	6,809	7,149	7,506	7,881	8,275	8,689	9,123	9,579
371	6,207	6,517	6,843	7,185	7,544	7,921	8,317	8,733	9,170	9,629
372	6,238	6,550	6,878	7,222	7,583	7,962	8,360	8,778	9,217	9,678
373	6,269	6,582	6,911	7,257	7,620	8,001	8,401	8,821	9,262	9,725
374	6,300	6,615	6,946	7,293	7,658	8,041	8,443	8,865	9,308	9,773
375	6,332	6,649	6,981	7,330	7,697	8,082	8,486	8,910	9,356	9,824
376	6,364	6,682	7,016	7,367	7,735	8,122	8,528	8,954	9,402	9,872
377	6,396	6,716	7,052	7,405	7,775	8,164	8,572	9,001	9,451	9,924
378	6,428	6,749	7,086	7,440	7,812	8,203	8,613	9,044	9,496	9,971
379	6,460	6,783	7,122	7,478	7,852	8,245	8,657	9,090	9,545	10,022
380	6,492	6,817	7,158	7,516	7,892	8,287	8,701	9,136	9,593	10,073
381	6,524	6,850	7,193	7,553	7,931	8,328	8,744	9,181	9,640	10,122
382	6,557	6,885	7,229	7,590	7,970	8,369	8,787	9,226	9,687	10,171
383	6,590	6,920	7,266	7,629	8,010	8,411	8,832	9,274	9,738	10,225
384	6,623	6,954	7,302	7,667	8,050	8,453	8,876	9,320	9,786	10,275
385	6,656	6,989	7,338	7,705	8,090	8,495	8,920	9,366	9,834	10,326
386	6,689	7,023	7,374	7,743	8,130	8,537	8,964	9,412	9,883	10,377
387	6,722	7,058	7,411	7,782	8,171	8,580	9,009	9,459	9,932	10,429
388	6,756	7,094	7,449	7,821	8,212	8,623	9,054	9,507	9,982	10,481
389	6,790	7,130	7,487	7,861	8,254	8,667	9,100	9,555	10,033	10,535
390	6,824	7,165	7,523	7,899	8,294	8,709	9,144	9,601	10,081	10,585
391	6,858	7,201	7,561	7,939	8,336	8,753	9,191	9,651	10,134	10,641
392	6,892	7,237	7,599	7,979	8,378	8,797	9,237	9,699	10,184	10,693
393	6,926	7,272	7,636	8,018	8,419	8,840	9,282	9,746	10,233	10,745
394	6,961	7,309	7,674	8,058	8,461	8,884	9,328	9,794	10,284	10,798
395	6,996	7,346	7,713	8,099	8,504	8,929	9,375	9,844	10,336	10,853
396	7,031	7,383	7,752	8,140	8,547	8,974	9,423	9,894	10,389	10,908
397	7,066	7,419	7,790	8,180	8,589	9,018	9,469	9,942	10,439	10,961
398	7,101	7,456	7,829	8,220	8,631	9,063	9,516	9,992	10,492	11,017
399	7,137	7,494	7,869	8,262	8,675	9,109	9,564	10,042	10,544	11,071
400	7,173	7,532	7,909	8,304	8,719	9,155	9,613	10,094	10,599	11,129
401	7,209	7,569	7,947	8,344	8,761	9,199	9,659	10,142	10,649	11,181
402	7,245	7,607	7,987	8,386	8,805	9,245	9,707	10,192	10,702	11,237
403	7,281	7,645	8,027	8,428	8,849	9,291	9,756	10,244	10,756	11,294
404	7,317	7,683	8,067	8,470	8,894	9,339	9,806	10,296	10,811	11,352
405	7,354	7,722	8,108	8,513	8,939	9,386	9,855	10,348	10,865	11,408
406	7,391	7,761	8,149	8,556	8,984	9,433	9,905	10,400	10,920	11,466
407	7,428	7,799	8,189	8,598	9,028	9,479	9,953	10,451	10,974	11,523
408	7,465	7,838	8,230	8,642	9,074	9,528	10,004	10,504	11,029	11,580
409	7,502	7,877	8,271	8,685	9,119	9,575	10,054	10,557	11,085	11,639
410	7,540	7,917	8,313	8,729	9,165	9,623	10,104	10,609	11,139	11,696
411	7,578	7,957	8,355	8,773	9,212	9,673	10,157	10,665	11,198	11,758
412	7,616	7,997	8,397	8,817	9,258	9,721	10,207	10,717	11,253	11,816
413	7,654	8,037	8,439	8,861	9,304	9,769	10,257	10,770	11,309	11,874
414	7,692	8,077	8,481	8,905	9,350	9,818	10,309	10,824	11,365	11,933
415	7,730	8,117	8,523	8,949	9,396	9,866	10,359	10,877	11,421	11,992
416	7,769	8,157	8,565	8,993	9,443	9,915	10,411	10,932	11,479	12,053
417	7,808	8,198	8,608	9,038	9,490	9,965	10,463	10,986	11,535	12,112
418	7,847	8,239	8,651	9,084	9,538	10,015	10,516	11,042	11,594	12,174
419	7,886	8,280	8,694	9,129	9,585	10,064	10,567	11,095	11,650	12,233
420	7,925	8,321	8,737	9,174	9,633	10,115	10,621	11,152	11,710	12,296
421	7,965	8,363	8,781	9,220	9,681	10,165	10,673	11,207	11,767	12,355
422	8,005	8,405	8,825	9,266	9,729	10,215	10,726	11,262	11,825	12,416
423	8,045	8,447	8,869	9,312	9,778	10,267	10,780	11,319	11,885	12,479
424	8,085	8,489	8,913	9,359	9,827	10,318	10,834	11,376	11,945	12,542
425	8,125	8,531	8,958	9,406	9,876	10,370	10,889	11,433	12,005	12,605
426	8,166	8,574	9,003	9,453	9,926	10,422	10,943	11,490	12,065	12,668
427	8,207	8,617	9,048	9,500	9,975	10,474	10,998	11,548	12,125	12,731

**ATTACHMENT B**

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

1. **Policy**

In order to establish and maintain a harmonious and cooperative relationship between Modoc County and its employees, it is recognized that County management has a responsibility to provide an orderly, fair and expeditious means of resolving problems arising from working relationships and conditions of employment. In addition, employees are assured of having the right 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 had knowledge of such event, the employee shall informally present the complaint to his/her immediate supervisor for resolve. The supervisor shall have five (5) working days to respond. If the employee is dissatisfied with the response to the complaint, or if no response is provided, the employee may, within five (5) working days after the response was due, submit the complaint as a formal grievance in accordance with the following procedure.

b. ***Formal Grievance Procedure***

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

***Step I*** - The grievance shall be formally submitted to the immediate supervisor in writing on the form provided for this purpose, clearly stating the nature of the grievance and giving time, place, other persons involved and any other pertinent information. The immediate supervisor shall, within five (5) working days of receipt of the grievance, supply an answer in writing to the grievance explaining clearly his/her decision, proposed action and reasons therefor.

***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 therefor.

***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 County Personnel Office 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, be represented and with findings to support the decision.

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

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

## **ATTACHMENT C**

### **DISCIPLINARY PROCEDURES: AUTHORITY AND CAUSE FOR DISCIPLINE**

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

## **TYPES OF DISCIPLINARY ACTION**

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

## **IMPOSING DISCIPLINARY ACTION**

1. The County recognizes the concept of progressive discipline, and it is understood that progressive discipline will be utilized whenever appropriate. When a Department Head intends to impose disciplinary action on a permanent employee that involves suspension 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 pursuant to the Public Safety Officer Procedural Bill of Rights Act.
  - a. The Department Head shall issue a written notice of the proposed action to the employee which shall contain the following:
    - 1) The employee's name and address
    - 2) Classification
    - 3) Proposed action
    - 4) The reason for such proposed action
    - 5) A statement that copies of the materials upon which the proposed action is based are attached or available for inspection upon request
    - 6) A notice that the employee has a right to respond to the charges, either orally, or in writing, to the Department Head initiating the action

- 7) The date and time by which the employee must respond to the charges in order that they may be considered before the proposed action is executed
- 8) The date and time at which the proposed action is to take place

The written notice shall either be given to the employee in person or mailed. If mailed, the notice shall be deemed to have been received three 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 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 remain 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 or mailing to him of the order, appeal through the County Clerk to the Labor Relations Committee from such order, which appeal shall be in writing. The County Clerk 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 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 rely in the conduct of serious affairs. Failure to enter timely objection to evidence constitutes a waiver of the objection. Upon request of any party, the Hearing Officer will issue subpoenas and subpoena duces tecum.
  - a) Findings. The Hearing Officer shall issue a written decision and findings which shall be final and binding.
  - b) Appeal to the courts. Should the employee or the county choose to appeal the decision to the courts, said appeal or writ shall be filed within ninety (90) days of the date of the decision of the Hearing Officer.

**Attachment D**

**COUNTY OF MODOC**

**ZERO TOLERANCE POLICY**

**AGAINST HARASSMENT**

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**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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# **ZERO TOLERANCE POLICY AGAINST HARASSMENT**

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# **ZERO TOLERANCE POLICY AGAINST HARASSMENT**

## **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 the legal standards and consequences of harassment are constantly evolving, the County policy is one of "zero tolerance." This means that our policy prohibits all harassment, even if it may not be considered illegal. This is because the County strongly believes that all employees deserve to be treated with respect, dignity, and professionalism. It does not matter whether or not an accused employee intended to offend another employee, or whether they believed their comments or actions were welcomed by another employee. The County policy is violated whenever an employee, either as a recipient or as an observer, is offended by comments, behavior, or material which is based on those protected harassment categories outlined above.

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 citizens. Under this "zero tolerance" policy, the County will not tolerate any harassment of its employees by any person encountered in the workplace, including co-workers, supervisors, managers, Board of Supervisor members, Board or Commission members, vendors or citizens. Any employee engaging in harassing behavior which is found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

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

#### **IV. DEFINITION OF HARASSMENT**

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

- **"Quid Pro Quo" Harassment** - This type of harassment occurs when submission to some form of unwelcome sexual advance is used either as a condition of employment, or as the basis for employment decisions affecting an employee. This could range from receiving a poor performance evaluation after refusing to date the reviewer, to sexual favors being requested in exchange for a promotion. Quid Pro Quo harassment can only be engaged in by an employee in a position of authority over the complainant.
- **"Hostile Environment" Harassment** - This type of harassment occurs when unwelcome verbal, physical, and/or visual conduct based on any of the protected harassment categories has the purpose or effect of unreasonably interfering with an individual's work performance, or when such conduct creates an intimidating hostile, or offensive work environment. The prohibited conduct need not be directed specifically at an employee in order for a hostile environment to exist and typically involves more than a single incident or event. This is a much broader category and examples of this type of harassment include, but are not limited to the following:

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

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

## **VI. COMPLAINT AND INVESTIGATION PROCEDURE**

Employees are encouraged, whenever possible, to let a person know if 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 alleged harassing conduct to any of the following, either orally or in writing:

- Employee's immediate supervisor (an employee is not required to make a complaint to 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 immediately. It is important to note that, once notified of a potential sexual harassment complaint, the County has a legal obligation to investigate the circumstances, regardless of whether the harassed employee has filed a complaint.

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

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

Although the County will make every reasonable effort to maintain confidentiality for the benefit of both the complainant and the accused, complete confidentiality cannot be guaranteed. In order to conduct a full and fair investigation, the accused harasser will be informed of the identity of the complainant, and each employee interviewed will be admonished to maintain confidentiality regarding the investigation or be subject to

disciplinary action. To the greatest extent possible, the County will limit access to information contained in the complaint and obtained during the investigation process to those persons who need it to complete the investigation or to take appropriate disciplinary action or other forms of resolution.

Interviews will be held with (1) the complainant; (2) the accused harasser; and (3) any other persons the County Administrative Officer has reason to believe may have relevant knowledge concerning the complaint, which may include employees who have experienced 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, giving consideration to all the factual information, and the totality of circumstances, including the nature of the verbal, physical, visual or sexual conduct and the context in which the alleged conduct occurred.
- Promptly report the results of the investigation and the determination as to whether this policy has been violated to appropriate persons, including the complainant, the alleged harasser, the supervisor, the department head, and as appropriate, to all others directly concerned.
- If a violation of this policy has been established, the County Administrative Officer shall take prompt and effective discipline against the harasser, in keeping with the severity of the offense.
- If discipline is imposed, this will be communicated to the complainant, however, to protect the privacy rights of the accused, the complainant will not be told what the specific disciplinary action was. The nature and severity of the discipline will vary depending upon the nature and severity of the harassment, whether or not the employee was in a supervisory or management position, any past history 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 to the County Administrative Office
- Based on the findings of the investigation, implementing, or assisting in the implementation of, any actions necessary to prevent further harassment from occurring

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

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

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

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

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

## **VIII. RETALIATION**

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

Examples of retaliation include:

- A supervisor gives a poor performance evaluation to a complainant after he files a harassment charge against 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 or his or 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.)

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

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

#### **IX. DUTY TO COOPERATE IN THE INVESTIGATION PROCESS**

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

#### **X. DISTRIBUTION OF POLICY**

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

Any questions regarding harassment and/or this complaint procedure should be directed to the County Administrative Officer at 530-233-6426.

**ATTACHMENT E**  
**Policy for the Prevention of Violence in the Workplace**

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

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



# **POLICY FOR THE PREVENTION OF VIOLENCE IN THE WORKPLACE**

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## **POLICY FOR THE PREVENTION OF VIOLENCE IN THE WORKPLACE**

### **I. Purpose of the Policy**

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

### **II. Statement of Intent**

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

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

### **III. Definition of Workplace Violence**

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

### **IV. Examples of Prohibited Violent or Potentially Violent Conduct**

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

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

- Threatening, physically aggressive or violent behavior, such as intimidation of or attempts to instill fear in others – May include physically dominating or “bullying” someone, whether actually touching them or not, such as looming over them, blocking their path, etc., or shoving, pushing, striking, or otherwise physically assaulting or harming someone, with or without the use of a weapon or other object.
- Other behavior that suggests a propensity toward violence – May include belligerent speech, excessive arguing or swearing; sabotage, or threats of sabotage, of county property; or a demonstrated pattern of refusal to follow County policies and procedures, or to maintain effective working relationships with County employees and others contacted in the course of work.
- Vandalism or other destructive acts – May include defacing County property or causing physical damage to County property and/or facilities.
- Carrying weapons – With the exception of authorized 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 (s)he 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 hours of counseling per calendar year. For more information about reaching the EAP, please obtain a brochure from your supervisor or from the County Administrative Office.

#### **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, (s)he is to notify the CAO immediately. Further, employees should notify the CAO whenever a restraining order has been issued, or if a violent or potentially violent non-work related situation exists which could result in violence

in the workplace. The CAO will then begin an appropriate investigation into the allegations of threats or violence.

**VII. Investigation Procedure**

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

**VIII. Corrective Action and Discipline**

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

**IX. Retaliation**

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

**X. Duty to Cooperate in the Investigation Process**

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

**XI. Distribution of Policy**

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

Any questions regarding violence in the workplace and/or this policy should be directed to the County Administrative Office at (530)233-6412.

## **ATTACHMENT F**

### **COUNTY OF MODOC EDUCATIONAL REIMBURSEMENT POLICY**

The following is adopted as an official policy of the County of Modoc for full-time employees in the General Employees Representation Unit.

1. The County of Modoc encourages and supports educational and training programs which provide full-time employees opportunity for personal career development and which directly benefits 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 which 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 which 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. The following provisions apply:
  - A. Application for reimbursement shall be made on a form which the County Administrative Office is authorized to prescribe. Applicants shall comply with the instructions contained in such form.
  - B. Such application must be presented to the County Administrative Office, with prior recommendations for approval by the applicant's immediate supervisor and department head, within one month prior to the start of the academic period (or, in the case of a correspondence course, within one month prior to enrollment). The department head's recommendation for approval shall clearly define the way in which 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 review of the request. The County Administrative Office retains the sole right and discretion to determine whether to approve or disapprove a request for educational reimbursement in accordance with this policy.
  - D. Approval for reimbursement shall be granted by the County Administrative Officer upon his being presented evidence, as required by him, 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-Controller, 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-Controller may require a claim and such other documentation as is legally necessary.
  - F. All reimbursement which is made pursuant 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 pursuant 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 resolution.

## **ATTACHMENT G**

### **CATASTROPHIC LEAVE POLICY**

- 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 thirty (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.
- B. Paid leave time may be donated under the following conditions:
1. Any permanent employee may donate accumulated vacation, compensatory time or holiday 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 remain with 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 holiday credit.
  5. Employees donating paid leave time shall do so in writing on a form donated by the County.
  6. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.
- C. Paid leave time may be used under the following conditions:
1. 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 with 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.

2. 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.
3. Any paid leave time accrued by the affected employee while using donated time must be used during the next pay period.
4. Only permanent employees are eligible to receive donated paid leave time.
5. The use of donated paid leave time shall not exceed three months for any one catastrophic illness or injury.