

MEMORANDUM OF UNDERSTANDING

Between the

United Public Employees of California,

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

and

County of Modoc

(Term = Two Years from Ratification [Art. I])

TABLE OF CONTENTS

Article	Page
1: Preamble	3
2: Definitions	3
3: Recognition	3
4: Employer Rights	3-4
5: Employee Rights/UPEC Representatives	4
6: Compliance with Memorandum	4
7: Hours of Work	4-5
8: Overtime	5
9: Salary	6-8
10: Insurance Plans	8-9
11: Retirement Plan	9-11
12: Paid Leave	11-16
13: Layoff Provisions	16-18
14: Miscellaneous Provisions	18-27
15: Maintenance of Membership	27-28
16: Closing Provisions	28
Attachment A - Classifications and Salary List.....	30-35
Attachment B - Grievance Procedure for Employees.....	36-38
Attachment C - Disciplinary Procedures.....	39-42
Attachment D - Zero Tolerance Policy against Harassment.....	43-51
Attachment E - Policy for the Prevention of Violence in the Workplace.....	52-56
Attachment F - Dress Code Policy.....	57-59
Attachment G - Education Policy.....	60-61

Article I: Preamble/Term

Representatives of the United Public Employees of California, Local 792, LIUNA, AFL-CIO, General Unit, hereinafter "UPEC", and representatives of the County of Modoc, hereinafter the "County", having met and conferred in good faith, 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. *This Memorandum shall expire two (2) years from the date of ratification by the membership.*

Article 2: Definitions

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

Article 3: Recognition

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

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 matters 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. 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 within a reasonable amount of time (two weeks) to allow for employees to adjust to the personal needs such as childcare or other family commitments. All alternate work schedules that are approved shall be kept on file in the Office of Administration (HR). Nothing in this Article 7.3 shall be subject to the grievance procedure or be considered a grievable matter. In the case of emergency the alternate schedule may be adjusted as necessary to meet the demands of emergency in the sole judgment of the department head until such emergency is over.
- 7.4 **SCHEDULE OF WORKING HOURS:** The Department Head shall determine the schedule of working hours for each employee 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:** Each employee shall have the choice of receiving the overtime in either pay or compensatory time off (CTO) at the rate of one and one-half times the hourly rate or hours worked. All employees may accumulate up to one hundred sixty (160) CTO hours. An employee who has accrued CTO shall be entitled to use such time off within a reasonable period after making a request to use the CTO so long as such use does not unduly disrupt departmental operations.
- 8.3 **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.

8.4 ON-CALL:

A. On-Call Assignment Policy

On-call duty may be assigned by a Department Head. On-call is defined to mean "a period 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 There shall be no salary/compensation adjustments during this agreement, except as proposed by the Reclassification Review and Salary Adjustment Committee and approved by the Board of Supervisors.

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/her current salary, he/she shall continue to receive his current salary until the maximum step in his/her new range exceeds his current salary, at which time he/she shall begin receiving the salary in the maximum step.
- F. Salaries - Reinstatement following Resignation - Any employee reinstated following resignation in good standing shall be considered as a new employee; provided, however, at the discretion of the Board, such employee may receive a starting salary higher than Step A.
- G. Salaries - Return following leave without pay - Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits shall be based on actual service.
- H. Salaries - Exceptional Applicants - At the request of the Department Head, the Board may approve a step above Step A 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.
- I. Longevity - Employees reaching the top step of his/her salary range (Step F) and having been employed, or in a specified job classification, for a minimum period of time exceeding five years shall receive longevity pay at the rate of 2% every two (2) years beginning two years from the last merit increase upon satisfactory performance. County and Union agree to meet and confer regarding the PERSability of this issue during the term of this agreement.
- J. In the event an employee does not receive a merit and/or longevity increase because a performance evaluation has not been provided in a timely manner (30 days of anniversary), HR shall notify Department Head in writing that the evaluation is due and when employee shall receive merit or longevity increase which shall be retroactive to the date evaluation was first due. Administration

shall develop an evaluation process to be implemented by management to assure that evaluations are timely performed.

- 9.2 Bilingual Pay - The parties agree that any employee who regularly uses a second language in the performance of their assigned duties shall receive a five percent (5%) increase in their pay rate for the duration of such assignment.
- 9.3 Employees placed on standby duty may choose to continue whatever standby pay policy applies to his/her classification or may, alternately, choose to receive \$2.75 per hour for each hour assigned on standby, not to exceed eight (8) hours of compensation in any twenty-four (24) hour period.
- 9.4 Mechanic Differential

In recognition of the specialized training and tools possessed by employees in the following classifications, the parties agree that each employee shall receive an additional \$100 per month above 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 The parties have agreed to cease insurance coverage under the CalPERS (PEMCHA) health plan effective December 31, 2015. Employees in this unit shall be covered by the Special District Risk Management Authority (SDRMA) insurance plan. The County shall contribute up to the following monthly premiums.
1. Employee only coverage - \$550
 2. Employee + 1 dependent coverage - \$1,050
 3. Employee + 2 or more dependents coverage - \$1,400

Said amounts shall be available through the County's Flexible Benefit Plan. The General Unit and the County agree to meet and confer regarding an allowance to employees of any excess premium contribution toward a health savings account (HSA) or gap insurance through the County's Flexible Benefit Plan prior to open enrollment.

For both current employees and future retirees, the County shall contribute an amount equal to the minimum monthly premium for medical insurance as required by CalPERS regulations. 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.

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

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

- 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 exceed their regular salary for the pay period only. Employees shall be charged only for the use of accrued leave time that in combination with SDI equals up to 100% of their regular rate of pay. Any additional hours that may have been depleted during the coordination process shall be restored to the employee’s leave balances
- 10.3 The County shall contribute \$85 monthly toward dental and vision coverage to eligible participants under the current program. In the event costs of providing the current level of dental and vision coverage increases subsequent to September 1, 2019, the parties shall agree to meet and confer on the payment of such increases. County shall continue to provide dental insurance through Trindel Dental pool through CSAC-EIA (Delta). County shall continue to provide vision insurance through VSP Vision Plan and life insurance provided by ReliaStar or comparable plans that are mutually agreed upon by both parties.
- 10.4 The County agrees to implement a group term life insurance plan for all eligible represented employees. The group life insurance plan shall be provided by an insurance company of the County’s choosing and shall be implemented as soon as possible following approval by the Board of Supervisors of this M.O.U. The County shall bear the cost of providing each eligible represented employee with \$20,000.00 worth of group life insurance.

Article 11: Retirement Plan

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

In addition to the above CalPERS retirement provisions, the county will comply with and apply the California Public Employee’s Pension Reform Act of 2013 and all applicable amendments thereto. Changes in the cost sharing formula for employees hired prior to January 1, 2013, shall be agreed upon by the parties prior to the expiration of this Agreement.

PEPRA New Members-Miscellaneous: Employee rate 6.25%. Formula 2% at 62.

- 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 LIUNA PENSION – Employees hired after December 31, 2012, shall not be eligible for LIUNA Pension. For eligible employees, county shall contribute to the LIUNA Default Plan paid by employer for the duration of this Agreement or the length of the current LIUNA Rehabilitation Plan, whichever comes first. However, the parties to this Memorandum of Understanding agree to meet and confer regarding this section upon the conclusion of currently occurring discussions between LIUNA and County. The parties agree to begin meet and confer sessions in June 2019, if no resolution has been finalized in the discussions between LIUNA and County.

County shall for the term of this Agreement contribute to the Pension Fund at the rate agreed upon under the default plan 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 (20th) day of the immediately following calendar month.

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

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

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

Contributions to the Pension Fund are part of the compensation package that the Employer has agreed to pay the employees covered by the Agreement for their labor. 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 Fund's Agreement and Declaration of Trust which governs the operations of the Pension Fund as a trust fund established for the purpose of providing retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust have 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 who have been in the service of the employer one (1) through three (3) years.
- B. Fifteen (15) days' of vacation for employees who have been in service of the employer four (4) through eleven (11) years.
- C. Twenty (20) days' of vacation for employees who have been in the service of the employer twelve (12) through nineteen (19) years.
- D. Twenty-five (25) days' vacation for employees who have been in the service of the employer over nineteen (19) years.
- E. Thirty (30) days' vacation for employees who 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.

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

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

Vacations will be granted at the discretion of the Department Head. Vacation schedules are made by the Department Heads who must consider the wishes of all employees in their departments, as well as the needs of the departments. The Department Heads shall determine when vacation leave may be taken. Every effort will be made to allow employees to take vacation time when desired. The parties agree that employees must take 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;
- F. Domestic violence, sexual assault, or stalking as appropriately verified.

12.6 Sick Leave – Eligibility

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

All terminating employees who are eligible for retirement pay under the Public Employees' Retirement System shall be entitled to a lump-sum payment equal to

the salary equivalent of one-half 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/she may require the employee to submit substantiating evidence, including but not limited to, a physician's certificate. If the Department Head does not consider the evidence adequate, he/she shall disapprove the request for sick leave.
- 12.8 Family Sick Leave- The County shall implement Section 233 of the California Labor Code regarding family sick leave. Employees, each calendar year, may use an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a family member.

A family member means any of the following:

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

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

- 12.9 PERS Sick Leave Credit Option - Retiring employees may opt to utilize that portion of their accumulated sick leave, in all or in part, for which the employee receives no compensation, in accordance with the provisions of Government Code Section 20965 as retirement credit.
- 12.10 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 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.

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

12.12 Holidays

- A. All full-time employees of the County shall be entitled to holidays with pay. Part-time employees who work at least fifty percent 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 1st, known as "New Year's Day"
 - 2. The third Monday in January, known as "Dr. Martin Luther King, Jr. Day"
 - 3. February 12th, known as "Lincoln's Birthday"
 - 4. The third Monday in February, known as "Presidents Day"
 - 5. The last Monday in May, known as "Memorial Day"
 - 6. July 4th, known as "Independence Day"
 - 7. The first Monday in September, known as "Labor Day"
 - 8. The second Monday in October, known as "Columbus Day"
 - 9. November 11th, known as "Veterans Day"
 - 10. The Thursday in November appointed as "Thanksgiving Day"
 - 11. The day after Thanksgiving Day
 - 12. The day before Christmas Day
 - 13. December 25th, known as "Christmas Day"
 - 14. December 31st, known as "New Year's Eve"
 - 15. Any day designated as a holiday by proclamation of the Governor of this state or the President of the United States, when affirmatively made a holiday by resolution by the Board of Supervisors.
- D. Whenever any legal holiday falls on a Sunday, the first business day thereafter shall be a paid holiday. Whenever any legal holiday falls on a Saturday, the immediate preceding Friday shall be a paid holiday. The Office of Administration/HR 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 Union in the Road Department for the portion of the year when Road Department employees are assigned to work ten-hour days.

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

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

12.13 Leave Donation / Catastrophic Leave Policy:

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

hours are used rather than as a credit to the affected employee's leave balances.

5. Employees donating paid leave time shall do so in writing on a form provided by the County.
6. All donating transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

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

1. The employee requesting "short term leave" shall submit a written request to their Department Head for review. If the Department Head approves the request, employees within the County shall be made aware of the affected employee's request for donation through the county email system. Employees shall not be prohibited from donating to family members.
2. The employee requesting "catastrophic leave" shall submit a written request to their Department Head for review. The request must include a written statement from a licensed physician verifying the illness or injury. If the Department Head approves the request, it shall be forwarded to the County Auditor who shall include the next payroll an announcement which shall state: "(employee's name) has requested Catastrophic Leave. If you would like to donate some of your accrued leave time to this employee, please contact the County Auditor for a donation form. The County Auditor shall implement the catastrophic leave donation and usage program in accordance with this.
3. The affected employee must have exhausted any accumulated paid leave time for which they are eligible (sick, vacation, compensatory, holiday) prior to utilizing catastrophic leave.
4. Any paid leave time accrued by the affected employee while using donated time must be used during the next pay period.
5. Only permanent employees are eligible to receive donated paid leave time.
6. The use of donated paid leave time shall not exceed three months for any one catastrophic illness or injury.

- 12.14 Emergency Leave with Pay - Any employee may be granted emergency leave with pay by his/her 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/she had previously served.

B. In the event an employee elects to follow the procedure outlined in subsection A of this section, the employee may not transfer or demote into such a job if he would displace an employee whose total county service exceeds that of any employee transferring or demoting.

- C. An employee replaced by a demotion or transfer described in subsection A of this section will have the same right as 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 hours shall not affect health plan benefits. The County recognizes its obligation to participate in the meet and confer process regarding the method of implementing work furloughs.

Article 14: Miscellaneous Provisions

14.1 Permanent Part-time Employees

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

<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 Vacation Donation Policy

A. Purpose

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

B. Definitions

- 1. Catastrophic Illness or Injury: A serious life-threatening illness, injury, impairment, or physical or mental condition that:
 - A. Is expected to incapacitate the employee or the employee's family member;
 - B. Causes a loss of income due to the employee having exhausted all paid leave accruals;
 - C. Creates absence(s) that are not currently eligible to receive payment of temporary disability benefits from either workers' compensation or the employee-paid Supplemental Disability Insurance benefits

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

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

substantially equivalent to a State of California-registered domestic partnership.

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

C. Persons Affected

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

D. Exceptions

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

E. Policy Statement

1. Provisions of Leave

A. Applicable Situations

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

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

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

- C. Donating-Employee Conditions – A donating employee must:
 - a. Be in a position that accrues compensatory time or vacation leave;
 - b. Retain a minimum of 40 hours of vacation leave for personal use;
 - c. Have sufficient compensatory time or vacation leave to cover the donation (Leave may not be donated prior to its accrual.)
 - d. Complete an Employee Donation Leave request which states:
 - i. The name of the donating employee, social security number, and department name;
 - ii. the name and department of the eligible employee to whom the time is being donated;
 - iii. the number of hours the employee wishes to donate and whether they are compensatory time or vacation time hours; and
 - iv. the request must be signed by the donating employee authorizing the transfer of donated time to the eligible employee.
- D. Donation
 - a. The donating employee may donate any available amount of compensatory time or vacation credit so long as they retain a minimum of 40 hours of vacation accrual.
 - b. The donation shall be on an hour-for-hour basis regardless of differences in pay scales of the Donating and Receiving employee. (i.e. an employee who makes \$15 per hour donates 8 hours to an employee who makes \$7.50 per hour. The total donation credited to the receiving employee will be 8 hours.)
 - c. Donations are voluntary and are irrevocable.
- E. Minimum Donation
 - a. The minimum donation of vacation leave under this policy is eight (8) hours. Donations above this amount must be made in four-hour (4-hour) increments.
- F. Maximum Credit
 - a. A receiving-employee will not be credited with compensatory time or vacation credits that exceed the number of hours needed to ensure continuance of the employee’s regular salary during the period of the approved catastrophic leave.
- G. Misuse of leave
 - a. Misrepresenting for requesting time off, or misrepresenting reasons in applying for a leave of absence, may result in disciplinary action, including suspension without pay and/or termination from employment.

- b. An employee on a leave of absence may not utilize leave on an intermittent basis for purposes of eligibility for holiday pay and employer-paid contributions towards benefits.
- c. Individuals on approved leaves of absence for which a medical certification is required may jeopardize their right to leave and/or their continued employment by engaging in activities that are incompatible with the medical certification submitted in support of the leave.

2. Tax Consequences

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

F. Roles and Responsibilities

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

14.3 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.

14.4 Education Reimbursement Program: Refer to Attachment G.

14.5 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.

14.6 Required Probationary Period - Persons entering the County service shall serve a probationary period of twelve (12) months, such period to run from the first of the month following the date of employment; or, in the event the employment is on the first day of the month, then from that date. The length of individual probationary periods shall be increased by adding thereto periods 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.

- A. Probationary period following promotion: An employee who is promoted to a new position in a higher range shall serve a six (6) month probationary period before attaining regular employee status in that position. Any probationary period following promotion shall have no effect on vacation, health insurance or sick leave benefits.

14.7 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.

- 14.8 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.

14.9 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.
- C. 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/her position and, upon his/her return to duty after the prescribed period of temporary leave, shall receive all vacation, sick leave, and benefits arising from seniority in the county and in his/her position which he/she would have accrued had he/she not been absent on military leave.
- D. An employee who takes military leave other than as described in subsections B or C above, shall have the right, if released under other than dishonorable conditions, including while on terminal leave, to return to his/her former position within three 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/she could terminate or could cause to have terminated his/her active military service. Such employee shall receive no benefits for the period of his/her absence, except as provided in subsections B or C of this section, but following his/her return to duty, such employee shall resume accrual of all benefits as though he/she had not been absent on military leave.

An employee who has one full year of continuous service immediately prior to taking ordered military leave in accordance with subsections B or C 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 subsections B or C above, all service in the recognized military service shall be counted.

- E. Any employee who resigned to enter military service shall have the right to return to county employment within six months of termination of his/her active military service; provided, however, such right to return shall not be granted an employee who fails to return to duty within twelve months after the first date he/she could terminate or cause to have terminated his/her active military service. The employee shall be entitled to such status as he/she would have if he/she had not resigned. In all other regards, he/she shall be treated as a new employee.
- 14.10 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.
- 14.11 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.
- 14.12 Uniforms and Special Clothing - When required for the convenience and benefit of the County, employees may be required to wear uniform clothing, as specified by the Department Head. Upon approval of the board, the Department Head may authorize the provision or partial provision for such clothing, and/or the cleaning and maintenance of such clothing, or he/she may authorize the payment of a clothing allowance in lieu of such provisions.
- 14.13 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.
- 14.14 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, either in the form of wages, vacation or sick leave, retirement or medical insurance. The following rules shall apply to employee leaves of absences.
- A. Group medical and dental insurance may be maintained during periods of leaves of absence if the employee personally pays the premium to the Human Resources Office.
 - B. Return following 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.
- 14.15 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 Officer 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 six (6) months. If an emergency situation or extenuating circumstances exist, the time may be extended with the approval of the County Administrative Officer.
- 14.16 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.
- 14.17 Medical Reinstatement - An employee who was medically terminated and is no longer incapacitated, may, with the approval of the Department Head, be reinstated to a vacant position in the class from which they were terminated. A request from the employee must be made within six (6) calendar months from the date of medical termination. Employees who are medically reinstated shall be considered to be a new employee for purposes such as probationary period, seniority, benefit, accumulation, etc.
- 14.18 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.
- 14.19 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.

- 14.20 New Employee Notification – The County will provide the name, address, phone number and job title of all newly hired employees in this bargaining unit pursuant to state law. The parties shall meet and confer regarding the implementation of AB119 for new employee orientations.

Article 15: Maintenance of Membership

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

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

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

Article 16: Savings Clause

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

Article 17: Closing Provisions

- 17.1 Completion of Negotiations - This Memorandum of Understanding concludes negotiations on salary, fringe benefits, working conditions and for all those items which may be part of the meet and confer process as required by California Government Code 3500. The parties shall have authority to initiate negotiations of a successor contract no sooner than 6 months prior to the expiration of this MOU.
- 17.2 The term of this MOU shall be for a period of two years beginning upon ratification by UPEC and County.

COUNTY OF MODOC

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

Sophia R. Meyer Date
County Negotiator

Ron Copeland Date
UPEC Negotiator

Kathie Rhoads Date
Chair, Board of Supervisors

Crystal Lima Date
General Unit Representative

Chester Robertson Date
County Administrative Officer

Michelle Otterson Date
General Unit Representative

Pam Randall Date
H.R. Director/Risk Management

Steve Allen Date
UPEC Business Manager

APPROVED AS TO FORM:

Margaret E. Long Date
County Counsel

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

General Unit

Class Code	Class Description	Range	Salary Steps A-F
	A&E Mechanic/Field Coordinator	194	\$2,567 - \$3,277
0182	Account Clerk I	122	\$1,793 - \$2,289
0014	Account Clerk II	132	\$1,883 - \$2,403
0196	Account Clerk III	152	\$2,081 - \$2,655
0009	Accountant/Auditor I	227	\$3,026 - \$3,862
0010	Accountant/Auditor II	240	\$3,229 - \$4,121
0012	Accounting Assistant I	122	\$1,793 - \$2,289
0013	Accounting Assistant II	132	\$1,883 - \$2,403
0011	Accounting Technician	169	\$2,266 - \$2,892
0088	Administrative Analyst	227	\$3,026 - \$3,862
0062	Administrative Assistant	203	\$2,684 - \$3,425
0071	Ag Weights & Measures Inspector I	179	\$2,382 - \$3,040
0072	Ag Weights & Measures Inspector II	198	\$2,619 - \$3,343
0135	Agricultural Field Technician	198	\$2,619 - \$3,343
0186	Air Pollution Inspector I/II	181	\$2,406 - \$3,070
0075	Appraiser I	198	\$2,619 - \$3,343
0074	Appraiser II	213	\$2,822 - \$3,602
0102	Assessment Office Specialist I	131	\$1,874 - \$2,391
0103	Assessment Office Specialist II	150	\$2,061 - \$2,630
0111	Assistant Clerk	131	\$1,874 - \$2,391
0055	Assistant Engineer	250	\$3,394 - \$4,331
0041	Assistant Planner	215	\$2,850 - \$3,638
0067	Assistant Tax Collector	220	\$2,921 - \$3,728

<p>Modoc County General Bargaining Unit Attachment A: Classification and Salary List</p>	<p>General Unit</p>
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Class Code	Class Description	Range	Salary Steps A-F
0044	Assistant Treasurer	220	\$2,921 - \$3,728
0158	Associate Civil Engineer	266	\$3,675 - \$4,691
0056	Associate Engineer	275	\$3,844 - \$4,907
0098	Auditor/Appraiser II with Certification	218	\$2,892 - \$3,691
0058	Auto & Equipment Mechanic I	217	\$2,878 - \$3,674
0059	Auto & Equipment Mechanic II	227	\$3,026 - \$3,862
0057	Auto & Equipment Supervisor	276	\$3,863 - \$4,931
0060	Auto Parts Worker	141	\$1,971 - \$2,517
0029	Behavioral Health Clinician I	274	\$3,825 - \$4,881
0081	Behavioral Health Clinician II	284	\$4,021 - \$5,132
0095	Behavioral Health Clinician III	324	\$4,908 - \$6,264
0017	Behavioral Health Nurse I	255	\$3,479 - \$4,440
0016	Behavioral Health Nurse II	265	\$3,657 - \$4,668
0014	Behavioral Health Nurse III	276	\$3,863 - \$4,931
0003	Behavioral Health Program Manager	266	\$3,675 - \$4,691
0015	Behavioral Health Services Peer Specialist II	221	\$2,936 - \$3,747
9070	Behavioral Health Specialist II	221	\$2,936 - \$3,747
0221	Behavioral Health Specialist III	235	\$3,149 - \$4,018
0084	BH Clinician/Case Manager	274	\$3,825 - \$4,881
0086	BH Clinician/Children's Svc Coordinator	284	\$4,021 - \$5,132
0085	BH Services Specialist	221	\$2,936 - \$3,747
0005	Branch Library Associate	136	\$1,921 - \$2,452
0021	Building Inspector I	182	\$2,418 - \$3,086
0022	Building Inspector II	193	\$2,554 - \$3,260
0007	Building Maintenance Custodian	113	\$1,712 - \$2,185
0023	Buildings & Grounds Mtce Supervisor	188	\$2,490 - \$3,178

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

General Unit

Class Code	Class Description	Range	Salary Steps A-F
0024	Buildings & Grounds Mtce Worker I	150	\$2,061 - \$2,630
0025	Buildings & Grounds Mtce Worker II	159	\$2,156 - \$2,752
0091	CalWorks Employment Specialist	170	\$2,277 - \$2,907
0026	Child Support Specialist I	160	\$2,167 - \$2,765
0035	Child Support Specialist II	160	\$2,167 - \$2,765
0108	Child Support Specialist III	196	\$2,593 - \$3,310
0099	Community Health Outreach	127	\$1,838 - \$2,346
0061	Computer Systems Analyst	256	\$3,496 - \$4,463
0073	Deputy Clerk	131	\$1,874 - \$2,391
9020	Deputy Clerk of the Board	227	\$3,026 - \$3,862
0136	Deputy Recorder	131	\$1,874 - \$2,391
0217	Deputy Watermaster	179	\$2,382 - \$3,040
0034	District Attorney Investigator	225	\$2,996 - \$3,823
0170	Eligibility Worker I	185	\$2,454 - \$3,132
0171	Eligibility Worker II	195	\$2,580 - \$3,292
0172	Eligibility Worker III	215	\$2,850 - \$3,638
0177	Eligibility Specialist Trainee	165	\$2,222 - \$2,837
0091	Employment Specialist	170	\$2,277 - \$2,907
0065	Engineering Assistant	182	\$2,418 - \$3,086
0063	Engineering Technician I	222	\$2,951 - \$3,767
0064	Engineering Technician II	242	\$3,261 - \$4,162
0109	Environmental Health Specialist I	225	\$2,996 - \$3,823
0110	Environmental Health Specialist II	264	\$3,639 - \$4,645
0187	Environmental Health Technician	180	\$2,394 - \$3,057
0089	Executive Secretary to CAO	213	\$2,822 - \$3,602

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

General Unit

Class Code	Class Description	Range	Salary Steps A-F
1091	Fiscal Admin Assistant/OES	227	\$3,026 - \$3,862
0040	Executive Secretary	193	\$2,554 - \$3,260
0104	Health Assistant	235	\$3,149 - \$4,018
0082	Health Program Manager	266	\$3,675 - \$4,691
0101	Health Services Specialist	221	\$2,936 - \$3,747
9070	Health Services Specialist II	221	\$2,936 - \$3,747
0221	Health Services Specialist III	235	\$3,149 - \$4,018
0168	Info Tech/911 Computer Systems Manager	306	\$4,487 - \$5,727
9056	Information Sys Communications Manager	249	\$3,377 - \$4,309
0179	Information Sys Customer Coordinator	179	\$2,382 - \$3,040
0190	Information Systems Analyst I	189	\$2,502 - \$3,193
0191	Information Systems Analyst II	199	\$2,632 - \$3,359
0142	Information Systems Technician	189	\$2,502 - \$3,193
0037	Legal Assistant I	168	\$2,255 - \$2,878
0038	Legal Assistant II	198	\$2,619 - \$3,343
0006	Library Assistant	136	\$1,921 - \$2,452
0001	Library Associate I	131	\$1,874 - \$2,391
0002	Library Associate II	141	\$1,971 - \$2,517
0039	Machinist/A&E Equipment Mechanic	242	\$3,261 - \$4,162
0027	Museum Curator	159	\$2,156 - \$2,752
0198	Office Assistant I	122	\$1,793 - \$2,289
0194	Office Assistant II	132	\$1,883 - \$2,403
0195	Office Assistant III	142	\$1,981 - \$2,528
9056	Office Information Systems/Communications Manager	249	\$3,377 - \$4,309
9061	Office Maintenance Worker	143	\$1,991 - \$2,542

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

General Unit

Class Code	Class Description	Range	Salary Steps A-F
0100	Office Supervisor	141	\$1,971 - \$2,517
0031	Office Specialist I	122	\$1,793 - \$2,289
0032	Office Specialist II	132	\$1,883 - \$2,403
0188	Paralegal I	218	\$2,892 - \$3,691
0045	Planning Technician I	159	\$2,156 - \$2,752
0068	Planning Technician II	169	\$2,266 - \$2,892
0048	Probation Officer I	213	\$2,822 - \$3,602
0049	Probation Officer II	232	\$3,101 - \$3,959
0046	Probation Technician I	141	\$1,971 - \$2,517
0047	Probation Technician II	150	\$2,061 - \$2,630
0165	Psychiatric Nurse Practitioner I	379	\$6,460 - \$8,245
9063	Psychiatric Nurse Practitioner II	389	\$6,790 - \$8,667
0163	Public Health Nurse	323	\$4,884 - \$6,233
0162	Public Health Nurse (Intern)	289	\$4,122 - \$5,261
0030	Public Services Specialist	122	\$1,793 - \$2,289
9052	Radio Technician	192	\$2,541 - \$3,242
0054	Road Maintenance Supervisor	260	\$3,567 - \$4,552
0051	Road Maintenance Worker I	198	\$2,619 - \$3,343
0052	Road Maintenance Worker II	218	\$2,892 - \$3,691
0053	Road Senior Maintenance Worker	240	\$3,229 - \$4,121
0215	Senior Civil Engineer	286	\$4,061 - \$5,183
0079	Senior Deputy County Clerk	203	\$2,684 - \$3,425
0183	Senior Environmental Health Specialist	322	\$4,860 - \$6,202
0133	Senior Substance Abuse Counselor	188	\$2,490 - \$3,178
1091	Sheriff/Fiscal Admin Assistant/OES	227	\$3,026 - \$3,862

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

General Unit

Class Code	Class Description	Range	Salary Steps A-F
9054	Sheriff/OES/Civil/Office Specialist	169	\$2,266 - \$2,892
0178	Social Service Aide	185	\$2,454 - \$3,132
0174	Social Worker I	205	\$2,710 - \$3,459
0175	Social Worker II	221	\$2,936 - \$3,747
0176	Social Worker III	245	\$3,309 - \$4,223
9058	Social Worker IV (A)	277	\$3,882 - \$4,955
9059	Social Worker IV (B)	287	\$4,081 - \$5,208
9062	Social Worker IV (C)	297	\$4,290 - \$5,476
0200	Staff Services Analyst I	227	\$3,026 - \$3,862
0201	Staff Services Analyst II	240	\$3,229 - \$4,121
0139	System Support Analyst	199	\$2,632 - \$3,359
0140	System Support Technician	182	\$2,418 - \$3,086
0143	Systems Technician/Drafter	203	\$2,684 - \$3,425
0004	Technical Service Coordinator	179	\$2,382 - \$3,040
0093	Tobacco Control Project Manager	240	\$3,229 - \$4,121
0033	Victim Witness Advocate	193	\$2,554 - \$3,260
0145	Vocational Assistant	149	\$2,051 - \$2,619
9066	Welfare Fraud Investigator I	268	\$3,711 - \$4,738
9067	Welfare Fraud Investigator II	278	\$3,901 - \$4,979

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. *Informed 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 therefore.

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

Step III – If the grievance is not resolved within the department, the grievant may, within three (3) working days after receipt of the department head's written decision, appeal in writing to the County Administrative Officer.

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

4. **Handling During Working Hours**

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

5. **Time Limits**

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

6. **Grievance Filing**

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

7. Appeal Hearing

- A.** Upon receipt of a written notice of appeal, the County Administrative Officer shall check it as to form and timeliness and shall then select the county representative of the Labor Relations Committee. The appellant shall notify the County Administrative Officer with the name of his/her representative to the committee. The two committee members shall jointly request a list of five (5) neutrals from the State Conciliation Service. Within five (5) working days after receiving the list of neutrals, the parties shall select a name from the list and shall notify the State Conciliation Service of the name of the selected Hearing Officer. If the parties are unable to agree on a name, the Hearing Officer shall be selected by alternately striking a name from the list with the first option to strike determined by lot. Any cost of the service of the Hearing Officer shall be shared equally by the parties.
- B.** The hearing shall be conducted before the Hearing Officer as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross-examine opposing witnesses, and be represented and with findings to support the decision.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to 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

- I. Neglect or willful damage to public property or waste of supplies or equipment

- m. Excessive absenteeism

TYPES OF DISCIPLINARY ACTION

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

2. The following actions shall not be considered disciplinary actions:
 - a. Verbal reprimands
 - b. Written reprimands
 - c. Employee performance evaluations

IMPOSING DISCIPLINARY ACTION

The county recognizes the concept of progressive discipline, and it is understood that progressive discipline will be utilized whenever appropriate. When a Department Head intends to impose disciplinary action on a permanent employee that involves 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/her or mailing to him/her of the order, appeal through the Office of Administration/HR to the Labor Relations Committee from such order, which appeal shall be in writing.

Administration/HR shall check it as to form and timeliness then refer the appeal to the County Administrative Officer for hearing.

APPEAL HEARING

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

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

ATTACHMENT D

ZERO TOLERANCE POLICY AGAINST HARASSMENT

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

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

TABLE OF CONTENTS

I.	Purpose of Policy.....	44
II.	Statement of Intent.....	44
III.	Zero Tolerance.....	44-45
	Protected Harassment Categories	
	Zero Tolerance Explained	
IV.	Definition of Harassment.....	45-46
	Quid-Pro Quo	
	Hostile Environment	
V.	Examples of Prohibited Harassing Conduct.....	46-49
	Verbal Harassment	
	Physical Harassment	
	Visual Harassment	
	Sexual Favors	
	“Reasonable Person” Standard	
VI.	Complaint and Investigation Procedure.....	47-49
	Legal Obligation to Investigate	
	County Administrative Office Responsibility	
	Confidentiality	
	The Investigation Process	
	Disciplinary Action	
VII.	Manager and Supervisor Responsibilities.....	49
	Management and Supervisory Employees Liability	
VIII.	Retaliation.....	49-50
	Making or Filing a Harassment Complaint	
	Making or Filing a False Harassment Complaint	
IX.	Duty to Cooperate in the Investigation Process.....	50
X.	Distribution of Policy.....	50

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 citizen(s). Under this “zero tolerance” policy, the county will not tolerate any harassment of its employees by any person encountered in the workplace, including co-workers, supervisors, managers, Board of Supervisor members, Board or Commission members, vendors or citizens. Any employee engaging in harassing behavior 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 menacing 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 request 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/HR immediately. It is important to note that, once notified of a potential sexual harassment complaint, the county has a legal obligation to investigate the circumstances, regardless of whether the harassed employee has filed a complaint.

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

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

Although the county will make every reasonable effort to maintain confidentiality for the benefit of both the complainant and the accused, complete confidentiality cannot be guaranteed. 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 one (1) complainant; (2) the accused harasser; and (3) any other person(s) the County Administrative Officer has reason to believe may have relevant knowledge concerning the complaint, which may include employees who have experienced similar conduct. During his or her interview, the complainant may specify the type of relief they feel is warranted from the alleged harasser, and this will be considered in evaluating the complaint and in determining the appropriate disciplinary action, if the charge is confirmed.

- Review factual information gathered through the investigation process; determine whether a violation of this policy has occurred, 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/HR
- Based on the findings of the investigation, implementing, or assisting in the implementation of, any actions necessary to prevent further harassment from occurring

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

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

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

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

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

VIII. RETALIATION

Employees have the right to complain about the harassment without fear of retaliation. Any retaliation against an employee for making a harassment charge, filing a harassment complaint, or participating in a harassment investigation will not be tolerated and will be

taken as seriously as harassment itself. Any employee found to be retaliating against another employee will be subject to disciplinary action, up to and including termination.

Examples of retaliation include:

- A supervisor gives a poor performance evaluation to a complainant after he files a harassment charge against him/her.
- A complainant finds notes on her car's windshield with the word "Snitch" on them.
- An employee who participated in a harassment investigation is shunned by the co-worker friends of the accused harasser.

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

Complaints of retaliation will be investigated in the same manner as harassment complaints. Any employee engaging in retaliatory behavior which is found to 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 Administration Office/HR at (530)-233-7660.

ATTACHMENT E

POLICY FOR THE PREVENTION OF VIOLENCE IN THE WORKPLACE

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

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

TABLE OF CONTENTS

I.	Purpose of Policy.....	53
II.	Statement of Intent.....	53
III.	Definition of Workplace Violence.....	53
IV.	Examples of Prohibited Violent or Potentially Violent Conduct.....	53-54
V.	Employee Assistance Program.....	54
VI.	Reporting Violent or Potentially Violent Situations.....	54
VII.	Investigation Procedure.....	55
VIII.	Corrective Action and Discipline.....	55
IX.	Retaliation.....	55
X.	Duty to Cooperate in the investigation Process.....	55
XI.	Distribution of Policy.....	55

I. **Purpose of the Policy**

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

II. **Statement of Intent**

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

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

III. **DEFINITION OF WORKPLACE VIOLENCE**

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

IV. **EXAMPLES OF PROHIBITED VIOLENT OR POTENTIALLY VIOLENT CONDUCT**

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

- **Threats of any kind** – Violence in the workplace is not limited to physical acts. Verbal threats such as, "I'll make you pay for this," or "You'll be sorry!" Whether or not such comments are accompanied by any physical component, 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 he/she may have a problem that could lead to the type of violent behavior described above is encouraged to use the county employee assistance program (EAP). The EAP is a *confidential* counseling service that is available to all regular full-time employees and their eligible family members (temporary employees should contact their supervisor, department head, or risk management to determine what assistance is available to them). Counseling through the EAP can assist in resolving emotionally difficult issues, marital and family conflict, stress, chemical dependency, conflicts at work, and other types of personal concerns. The EAP counselor can help to clarify a problem and develop a plan for its resolution, by providing information to you over the phone and/or arranging for you to meet with a local counselor. EAP services are paid in full for the employee up to a total of six 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 Officer/HR.

VI. **REPORTING VIOLENT OR POTENTIALLY VIOLENT SITUATIONS**

If an individual observes or otherwise becomes aware of any of the above-listed actions or behavior by any person in the workplace, he/she is to notify the CAO 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.

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 INVESTIGATIVE 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/HR at (530)-233-7660.

ATTACHMENT F

MODOC COUNTY DRESS CODE

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

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

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

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

Employees are expected to abide by the following standards:

- Employees shall present a neat, clean and professional appearance in their performance of duties at all times based on employees’ assignment and/or work location.
- Employees must dress in a manner that will not hinder their ability to effectively and safely complete their work assignments, including consideration of the communities served, customer expectations, business needs or standards of the department and the employee’s safety.

- Employees are expected to practice personal hygiene that does not interfere with the public and/or co-workers in their work environment.
- Employees should be mindful of, and dress appropriately for, special events, meetings and appointments with customers.
- Official photo identification badges and uniforms (where applicable) should be worn in the performance of county business and in all county facilities in order to identify employees as legitimate county representatives.
- Employees shall abide by specific dress requirements intended to ensure job-related safety such as when operating equipment or machinery, working with potentially dangerous chemicals, or for public health consideration.

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

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

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

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

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

ATTACHMENT G

EDUCATIONAL REIMBURSEMENT POLICY

The following is adopted as an official policy of the County of Modoc for full-time employees in the General employee's 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/HR.

The following provisions apply:

- A. Application for reimbursement shall be made on a form which the County Administrative Office/HR is authorized to prescribe. Applicants shall comply with the instructions contain in such form.
- B. Such application must be presented to the County Administrative Officer, with prior recommendations for approval by the applicant's immediate supervisor and department head, within one 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/HR 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/her being presented evidence as required by him/her, of satisfactory completion of the course. "Satisfactory completion" of a course means the receipt of a grade of "C" or better in a graded course or a completion certificate in a course in which no grades are given.

 - E. The Auditor, upon being notified of the amount of reimbursement approved hereunder by the County Administrative Officer, shall make payment of the approved amount to the appropriate individual. The Auditor may require a claim and such other documentation as is legally necessary.

 - F. All reimbursement which is made 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.