

**MEMORANDUM OF UNDERSTANDING**

*between the*

*Modoc County Deputy Sheriffs Association*

*and the*

*County of Modoc*

*Effective September 1, 2007 through August 31, 2008*

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>Page</u>
1:	Preamble.....	3
2:	Recognition.....	3
3:	Severance.....	3
4:	Maintenance of Benefits.....	3
5:	Association Rights.....	3
6:	Management Rights.....	4
7:	Hours of Work.....	6
8:	Overtime.....	6
9:	Salary and Related.....	8
10:	Allowances and Reimbursements.....	11
11:	Insurance Plans.....	11
12:	Retirement Plan.....	13
13:	Paid and Unpaid Leave.....	13
14:	Layoff Procedures.....	17
15:	Miscellaneous Provisions.....	19
16:	Recommendation of Representatives.....	21
17:	No Strike - No Lockout.....	21
18:	Term and Renegotiation.....	23

Signatures

Attachment A - Pay Rates

Attachment B - Grievance Procedure

Attachment C - Discipline Procedure

Attachment D – Zero Tolerance Policy Against Harassment

Attachment E – Policy for the Prevention of Violence in the Workplace

**Article 1: Preamble**

- 1.1 This Memorandum of Understanding (MOU) is made and entered into between the County Supervisors of the County of Modoc, hereinafter referred to as the “County”, and Modoc County Deputy Sheriffs’ Association, hereinafter referred to as the “Association”, pursuant to California Government Code Sections 3500, et seq. The purpose of this MOU is the establishment of rates of compensation, hours of work, and other terms and conditions of employment.

**Article 2: Recognition**

- 2.1 The County recognizes the Association as the representative for all employees of the Sheriffs’ Department holding a regular, full-time position in a classification listed on Appendix A.

No person employed by the County in a part-time, temporary, seasonal or extra-help status, in a Modoc County Deputy Sheriffs’ Association-represented class, shall be subject to the provisions of this MOU or be eligible for the benefits provided therein.

**Article 3: Severance**

- 3.1 If any provision of the MOU should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the MOU shall remain in full force and effect for the duration of the MOU.

**Article 4: Maintenance of Benefits**

- 4.1 All wages, hours and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set forth in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- 4.2 The County will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

**Article 5: Association Rights**

- 5.1 The Association shall have the following rights and responsibilities:
- a. Reasonable advance notice of any County ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board.

- b. Reasonable use of one (1) bulletin board at the Sheriffs' Department.
- c. The right to payroll deductions made for payments of organizational dues for County-approved programs.
- d. The right to represent its members before the County Board of Supervisors or advisory boards or commissions with regard to wages, hours, and other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations. This is not intended to authorize paid leave beyond what is provided for elsewhere in this MOU or in the County Personnel Rules.
- e. The use of County facilities for regular, normal and lawful Association activities, provided that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- f. The County Board or its designated representative making copies of its meeting agenda available.
- g. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operation of any department or with established safety or security requirements.

**Article 6: Management Rights**

- 6.1 The Sheriff-Coroner reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the Sheriff-Coroner-Jail-Dispatch Departments and Office of Emergency Services, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law shall include, but not be limited to, the following rights:
- a. To manage the Sheriff-Coroner-Jail-Dispatch Departments and Office of Emergency Services generally and to determine policy.
  - b. To determine the existence or non-existence of facts which are the basis of management's decisions.
  - c. To determine the necessity of organization of any service or activity conducted by the departments and expand or diminish services, within budgetary limits as authorized by the Board of Supervisors.

- d. To determine the nature, manner, means and technology and extent of services to be provided to the public, within budgetary limits.
- e. To determine the types of equipment or technology to be used, within budgetary limits.
- f. To determine and change the facilities, methods, technological means, and size of the work force by which the department's operations are to be conducted, within budgetary limits.
- g. To determine and change the number of locations, relocations, and type of operations, processes and materials or equipment to be used in carrying out all departmental functions, within budgetary limits.
- h. To assign work to and schedule employees in accordance with requirements as determined by the Sheriff-Coroner and to establish and change work schedules and assignments upon reasonable notice and in accordance with this Agreement.
- i. To establish and modify productivity and performance, programs and standards.
- j. To discharge, suspend, demote or otherwise discipline employees for proper cause.
- k. To determine job classifications and to reclassify employees in accordance with this Agreement and applicable resolutions, codes, and approval of the Board of Supervisors.
- l. To hire, transfer, promote and demote employees for nondisciplinary reasons in accordance with this Agreement and applicable resolutions, codes and policy of the Board of Supervisors.
- m. To determine and administer policies, procedures and standards for selection, training, and promotion of employees in accordance with this Agreement and applicable resolution and codes of the County within budgetary limits.
- n. To establish employee performance standards, including but not limited to qualification and quantity standards and to require compliance thereto.
- o. To maintain order and efficiency in department facilities and operations.
- p. To establish and promulgate and/or modify departmental rules and regulations to maintain order and safety in the County of Modoc which are not in contravention with this Agreement.

- q. To take any and all necessary action to carry out the mission of the department in emergencies.
- 6.2 Except in emergencies, or where the departments are required to make changes in their operations because of the requirements of law, whenever the exercise of management's rights shall impact any employees of the bargaining unit, the Sheriff-Coroner agrees to meet and confer with representatives of the Association regarding the exercise of such rights unless the matter of the exercise of such rights is provided for in this Agreement. By agreeing to meet and confer with the Association as to the impact and exercise of any of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.

### **Article 7: Hours of Work**

- 7.1 Workweek: Except as hereinafter provided, the basic workweek shall consist of five (5) consecutive days of which the employee is scheduled to work an eight (8) hour shift which shall include a thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks. Breaks cannot be combined to start shift late or go off early without prior approval of the Sheriff, Undersheriff, or the Sheriff designee.
- 7.2 Briefing Period: Employees working in the jail and dispatch may be required to attend a ten (10) minute briefing period prior to the beginning of their shift.

### **Article 8: Overtime**

- 8.1 Assignment of Overtime: It is agreed and understood that the assignment of overtime work is a function of Management. However, supervisors shall not assign overtime work as a reward or penalty, but solely in accordance with the County's needs. In assigning employees to overtime work, the County will give first consideration to those employees having special skills required by the overtime assignment. Otherwise, overtime work will be distributed fairly among qualified employees with the proper job training. Overtime shall be paid at the time and one-half rate for all hours in excess of eight (8) in one (1) day or forty (40) in one (1) week.
- 8.2 Call back: When an employee is called back at a time outside of, and unconnected with, the employee's scheduled hours of work to perform unscheduled overtime work, the Association and the County agree that callback shall be paid at a three (3) hour minimum at time and one-half pay. Employees called back to work while on a regular day off or on assigned vacation, shall be paid at a four (4) hour minimum at time and one-half pay.
- 8.3 Standby: Standby duty shall be considered time worked for the purpose of determining pay and overtime.

- 8.4 Compensatory Time Off: Overtime compensation may be paid as compensatory time off at time and one-half with the consent of the employee within the restrictions established by the Fair Labor Standards Act. No employee shall accrue more than one hundred seventy-three and three tenths (173.3) hours compensatory time unless approved by the sheriff. Use of compensatory time accrued shall require consent of employee and department head. Employees shall receive a separate check when receiving compensatory time cash-out.
- 8.5 Court Time: A minimum of three (3) hours overtime shall be paid or accrued in compensatory time off for all court time, when an employee is required to go to court on off-duty time. An employee scheduled for court appearance shall call the District Attorney's Office between 1600 hours and 1700 hours of the business day prior to court. If the employee calls, is not advised of a cancellation and appears, he/she is entitled to minimum court pay even if court is canceled on the day of his/her appearance. If the employee does not call and court is canceled, he/she is not entitled to be paid the minimum.
- 8.6 On-Call: Employees assigned on-call duty will receive a seven and one-half percent (7.5%) increase in base pay. Effective November 1, 2006, on-call pay shall be increased to a total of eight and one-half percent (8.5%) increase in base pay. When assigned to be on-call, employees shall be able to begin responding to a call for service within approximately thirty (30) minutes and make every effort (depending on the location of the call) to be at the scene of the call within thirty (30) minutes. While on-call, employees will be allowed reasonable in-County use of their assigned vehicle. Except for emergencies, on-call duty will not be scheduled on an employee's regular day off. On-call duty will be assigned consecutively but not more than three (3) consecutive days. Notwithstanding the assigned on-call duty, so long as there is available backup to respond to call, a reasonable attempt will be made by the Sheriff or the Sheriff's designee to accommodate requests to be out of an employee's assigned area.
- 8.7 Briefing Time: When employees working in the jail and dispatch are scheduled to report to work ten (10) minutes before their shift begins for briefing, such employee shall receive the choice of pay or compensatory time off (CTO) at the end of the month.
- 8.8 Early Call-Out: If an employee is called to work four (4) or more hours prior to the beginning of the employee's shift, the employee may opt, with management's consent, to begin the employee's shift at that time.
- 8.9 Holiday Overtime Pay: Overtime of time and one-half will be paid to employees required to work on a scheduled holiday. Holiday overtime pay shall be in addition to holiday pay provided under Article 13.9.

## Article 9: Salary

- 9.1 Employees shall be paid salaries for their classification pursuant to Attachment "A" of this Agreement. The Salary Range Table included in Attachment A shall be used for employees in this unit.

Effective the first pay period following adoption of this Agreement by the Board of Supervisors, employees shall receive a 7 salary range (approximately 3.5%) increase. Effective the same day as employees begin paying their own employee's portion of the retirement contribution, employees shall receive salary increases as follows: PERS safety members – 18 salary ranges (approximately 9%); PERS miscellaneous members – 14 salary ranges (approximately 7%).

Employees shall advance to the next step of their salary range on their anniversary date provided that they have rendered overall satisfactory service in the preceding year. Each employee who has reached the top step of the employee's designated range shall receive a five percent (5%) increase after three (3) additional years of successful service, and shall receive a five percent (5%) increase at the successful completion of each additional three (3) year period thereafter. For the purpose of this section, anniversary date is defined as:

- a. Appointment: Every regular employee who begins the employee's employment in a permanent position on any date from the first through the fifteenth in a month shall have an anniversary date on the first of that month. Every regular employee who begins the employee's employment on a date from the sixteenth through the end of the month shall have an anniversary date on the first of the following month.
- b. Promotion: When an employee is promoted to a position in a class having a higher salary range than the class of the position which the employee formerly occupied, the employee shall receive a new anniversary date, that date being the date of the employee's promotional appointment to a permanent position, provided that a minimum salary increase of five percent (5%) was realized because of the promotion.
- c. Demotion: Whenever a permanent employee is demoted for reasons other than unsatisfactory performance, the employee shall retain the employee's anniversary date. Whenever an employee is demoted for unsatisfactory performance, the employee shall receive a new anniversary date, that date being the date of the employee's demotional appointment.
- d. Reclassification: If an employee's position is reclassified to a class having the same salary range, the employee shall retain the employee's anniversary date. If an employee's position is reclassified to a class having a higher salary range, the employee shall receive a new anniversary date, that date being the date of the

employee's permanent reclassification appointment. If an employee's position is reclassified to a lower salary range, the employee shall retain the employee's anniversary date.

- e. Salaries return following leave without pay: Return following leave without pay is not an appointment, but is a continuation of service, however, salary and benefits shall be based on actual service.
- f. Salaries exceptional applicants: At the request of the department head, the Board may approve a step above Step A in order to recruit an individual who has demonstrated superior knowledge and ability, and whose combined education and experience represents substantially better preparation for the duties of the position than required by the minimum employment standards.
- g. Decrease in salaries - adjustments: Any employee who would suffer an actual decrease in salary as a result of the application of the salary rates provided for in this chapter shall move to the step in his new range with the next higher salary; or, in the event the maximum step in the employee's new range is lower than his current salary, he shall continue to receive his current salary until the maximum step in his new range exceeds his current salary, at which time he shall begin receiving the salary at the maximum step.
- h. Salaries reinstatement following resignation: Any employee reinstated following resignation in good standing shall be considered as a new employee; provided, however, at the discretion of the Board, such employee may receive a starting salary higher than Step A, but not exceeding the step which he received at the time of his resignation.

9.2 Resident Deputy Pay: Resident deputies shall receive a ten percent (10%) increase in base pay when so assigned. Effective November 1, 2006 resident deputy pay shall be increased to a total of fifteen percent (15%) increase in base pay when so assigned.

9.3 Night Shift Differential: Employees shall receive a seven percent (7%) differential when required to work swing shift (generally after 4:00 p.m.). Employees shall receive a ten percent (10%) differential when required to work graveyard shift (generally after 12:00 a.m.). A relief shift differential shall be established with a twelve percent (12%) differential pay. Effective the first pay period following adoption of this Agreement, relief shift differential shall be increased to fifteen percent (15%). Relief shift hours shall be:

- (2) midnight - 0800
- (1) 1600 - 2400
- (2) 0800 - 1600 (on Saturday and Sunday)

An employee receiving shift differential pay (night shift or relief shift) shall only be eligible for one shift differential pay regardless of the actual hours worked. An employee assigned to a night shift or relief shift shall be compensated for all hours worked during the pay period (or work period) with the appropriate shift differential pay.

9.4 Bilingual Pay: Two (2) departmental employees, designated by the Sheriff, who are fluent in the Spanish language shall receive a five percent (5%) increase in salary to provide interpreter duties as needed.

9.5 Professional Pay Program: Employees shall be paid additional compensation for possession of college degrees or P.O.S.T. certificates as set forth below:

Degree-Certificate Increase in Base Salary:

Two-year degree or Intermediate POST	5%
Four-year degree or Advance POST	10%

To be eligible for degree pay, employees hired after July 1, 1993 must have a degree in one of the following degree program areas:

- a. Psychology
- b. Sociology
- c. Social Science
- d. Police Science
- e. Welfare and Corrections
- f. Political Science
- g. Business Administration
- h. Public Administration
- i. Pre-Law
- j. Criminal Justice
- k. Criminology
- l. Any other degree program area which may be approved by the Sheriff

9.6 Training Pay: Whenever an employee classified as Deputy Sheriff I or II, or Correctional Officer I, II or Correctional Corporal or Dispatcher I or II, is specifically assigned and authorized by the Sheriff or Undersheriff for one (1) full working day or more to train another employee, such training employee shall have their regular pay rate increased by five percent (5%) for the training period.

9.7 Cross Training: Effective the pay period following adoption of this Agreement a cross training pay program shall be established as follows. Subject to the Sheriff's certification, employees in the class of Dispatcher who have been cross trained as Correctional Officers shall receive a 10 salary range (approximately 5%) increase (upon certification) in base pay. Employees in the class of Correctional Officer who have been

cross trained as Dispatchers shall receive a 10 salary range (approximately 5%) increase (upon certification) in base pay.

### **Article 10: Uniform Allowance**

- 10.1 Employee Uniform Allowance: Effective November 1, 2007, the uniform allowance shall be increased to a total nine hundred dollars (\$900) per year paid to uniformed personnel in two (2) installments, paid by check separate from the employee's normal paycheck. Each installment shall consist of four hundred fifty dollars (\$450); the first installment to be paid on the first pay day in February, the second installment to be paid on the first pay day in August.
- 10.2 Newly Hired Employees: Newly hired employees shall receive four hundred fifty dollars (\$450) upon date of appointment. At the first regular uniform allowance payment date (February or August), the employee shall receive an amount equivalent to one-sixth (1/6) of the four hundred fifty dollars (\$450) semi-annual amount for each full month or major fraction thereof between the employee's appointment date and the first regular uniform allowance payment date (February or August).
- 10.3 Personal Property Reimbursement: Employees shall be paid the cost of replacing or repairing uniforms, clothing or prostheses or other personal property of an employee, such as eyeglasses, hearing aides, dentures, watches, or articles of clothing necessarily worn or carried by the employee or required by the nature of the employee's duties, when such items are damaged or destroyed in the line of duty without fault of the employee or stolen from County facilities. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The County shall establish the procedure to be followed by employees in submitting claims for damaged or replacement of items of personal property used on County business unless they have more than minor value and are listed in an inventory of such items which has received department head certification that such items are necessary for the conduct of County business.

### **Article 11: Insurance Plans**

- 11.1 Employees in this unit shall be covered by the Blue Shield Contractor's Choice Health and Welfare program through the Clerks and Lumber Handlers Health and Welfare Trust. The County shall contribute, during the term of this MOU, \$996.30 monthly for each eligible represented employee, for use towards purchasing the above-referenced health insurance program. Should the cost of purchasing the above-referenced health insurance be more than \$996.30 monthly, the employee shall pay the difference through payroll deduction. This contribution is not to be applied toward any dental, vision or life insurance coverage. An eligible employee who can provide the County with proof of

other valid, current health insurance coverage may choose not to be covered by the above-referenced health insurance program and shall receive \$100.00 monthly from the County in case. Such cash compensation is understood not to be considered compensation for PERS purposes.

The County will explore expanded use of the Modoc Medical Center and associated clinic(s) to see if services can be provided to employees and their eligible dependents at reduced costs.

- 11.2 Hold Harmless Clause: The Modoc County Deputy Sheriffs Association (MCDSA) and the United Public Employees of California (UPEC) shall indemnify and hold harmless Modoc County and its officers, agents, officials and employees from and against all claims, damages, losses and expenses including attorney fees arising out of the agreement between Modoc County and MCDSA and UPEC to implement the Laborers Northern California District Council Health and Welfare Trust Special Plan III for the Deputy Sheriffs Association Unit Employees which is caused in whole or part by any negligent act of omission of MCDSA and/or UPEC, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

The County of Modoc shall indemnify and hold harmless MCDSA, UPEC and its officers, agents, officials and employees from and against all claims, damages, losses and expenses including attorney fees arising out of the administrative functions required of Modoc County to collect and distribute premiums necessary for the participation of all Deputy Sheriffs Association Unit Employees in the Laborers Northern California District Council Health and Welfare Trust Special Plan III which is caused in whole or part by any negligent act or omission of the County of Modoc, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the MCDSA or UPEC.

- 11.3 State Disability Insurance: Employees will participate in the State Disability Insurance (SDI) program. The County will deduct the SDI premium from employee's paycheck and remit to SDI.
- 11.4 The County shall contribute \$70.98 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, 2007, the parties agree to meet and confer on the payment of such increases.

## **Article 12: Retirement Plan**

- 12.1 **Public Employees Retirement System Contract:** County agrees to maintain the current PERS contract that provides the 3% @ 50 retirement plan benefit to classifications covered by this Agreement. Employees in the dispatcher series classifications and the Deputy Director of Emergency Services shall be covered by the County's "miscellaneous employee" PERS contract. If legislation is approved which provides options for enhanced PERS retirement options, the parties, upon request of the Association, agree to reopen negotiations regarding such options.
- 12.2. **Employee's Contribution:** County agrees to pay the employee's contribution to the Public Employees' Retirement System to be credited to the employee's account as if the employee was paying it. Effective as soon as practicable, the County shall implement 414(h)(2) of the Internal Revenue Code and employees shall pay their own employee's portion of the retirement contribution.
- 12.3 **Sick Leave & Military Credit:** County agrees to amend the PERS contract to provide for the Sick Leave Credit option and the Military Service Credit option for Safety employees.
- 12.4 **Laborer's Pension:** The County agrees to implement the LIUNA pension plan.
- a. It is understood and agreed by the County and the Modoc County Deputy Sheriffs' Association that employees in this unit do not have to be members of the Modoc County Deputy Sheriffs' Association, LIUNA, or the United Public Employees of California to be able to participate in the LIUNA pension plan.
  - b. Beginning on September 1, 2006 and for the term of this Agreement, the County shall contribute to the LIUNA Pension Fund one hundred and eight dollars (\$108.00) for each and every month or portion of a month for which an employee covered by this Agreement is paid by the County (including months or portions of months of paid holidays, vacation, sick leave, personal leave, other paid leave, and overtime).

## **Article 13: Paid Leave**

- 13.1 **Vacation Leave:** Employees shall accrue and be entitled to vacation leave with pay, in accordance with the following schedule:
- a. Ten (10) workdays upon completion of the equivalent of one (1) year of full-time continuous service, subject to reduction at the rate of ten-twelfths (10/12) of one (1) day for each month (or major fraction thereof if the month is not completed) of unpaid absence. No vacation time may be used, nor shall any compensation therefor be due or payable at termination prior to the completion of one year of continuous service. The vacation formula set forth in this subsection shall apply to the first four years of service;

- b. One and one-fourth (1-1/4) days for and upon completion of each month of actual service (or major fraction thereof if the month is not completed) during the fourth through the eleventh year of continuous full-time service;
- c. One and two-thirds (1-2/3) workdays for and upon completion of each month of actual service (or major fraction thereof if the month is not completed) during the twelfth through the nineteenth year of continuous full-time service;
- d. Two and one-twelfth (2-1/12) workdays for and upon completion of each month of actual service (or major fraction thereof if the month is not completed) during the twentieth year and each year thereafter of continuous full-time service until termination of employment.

13.2 Vacation Leave - Use and Restrictions:

- a. Vacation entitlement accrued for the first year of continuous service shall be taken within twelve months of the time of accrual or right thereto shall be lost. Vacation entitlement accrued after the first year of continuous service shall be taken within twenty-four months of the time of accrual or right thereto shall be lost. Vacation taken shall be credited against the accumulated time which has been accrued the longest. The maximum time limits for vacation accrual may be extended by order of the Board of Supervisors, provided good cause is shown therefor. The department head shall determine when vacation leave may be taken. At the time of an employee's termination, any accumulated vacation leave may be paid off in a lump sum or taken off to serve to defer the termination date.
- b. Employees may cash in up to forty (40) hours of vacation time, once each year, paid by separate check from the regular pay check.
- c. Employees will be eligible to take one vacation per calendar year which is equal in duration to the employee's annual vacation (e.g., 15 day accrual = 15 day vacation). Such vacations shall be subject to approval of the Sheriff, giving due consideration to the needs of the department. Current procedures for granting vacations of lesser duration are not affected by this provision.

13.3 Sick Leave - Eligibility:

- a. On the day following completion of the equivalent of six months of continuous service, each employee (except elected officials) shall be allowed seven and one-half (7-1/2) days of credit for sick leave with pay. Thereafter, for each additional calendar month of service, or the equivalent thereof, he shall be allowed one and one quarter (1-1/4) days of credit for sick leave with pay. There shall be no limit on the amount of sick leave which can be accumulated.

- b. All terminating employees who are eligible for retirement pay under the Public Employees Retirement System shall be entitled to a lump-sum payment equal to the salary equivalent of one-half (1/2) of their then accumulated sick leave, to a maximum of four hundred (400) hours of pay. Any such employee who has lost sick leave by reason of any prior maximum accumulation limitation shall be entitled to reinstatement of such lost sick leave in an amount which, when combined with accumulated sick leave, does not exceed one hundred days.

13.4 Sick Leave - Approval Required: The Department Head shall approve sick leave only after having ascertained that the absence was for an authorized reason. 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 shall disapprove the request for sick leave.

13.5 Sick Leave Incentive: Operating on a calendar year basis, employees shall be granted Sick Leave Incentive pay in accordance with the following formula:

- 1) using less than 16 hours of sick leave within the calendar year entitles an employee to 16 hours of pay at their base salary rate.
- 2) using 16 hours but less than 24 hours of sick leave within the calendar year entitles an employee to 8 hours or pay at their base salary rate.

Payment of Sick Leave Incentive pay shall be included on the employee's pay check which is received on the first pay day in February of the year following the year in which the Sick Leave Incentive pay is earned. Effective upon adoption of this agreement, all newly hired employees shall be eligible for Sick Leave Incentive after the completion of one (1) full calendar year of employment (e.g. January through December) regardless of their date of hire.

13.6 SDI Coordination: Employees shall have the option to integrate sick leave with SDI so that the employee receives an amount equal to regular compensation.

13.7 Family Sick Leave: Effective 7/1/99 through 12/31/99, an employee may use up to forty (40) hours per fiscal year of employee sick leave for the care and attendance of their immediate family member. Immediate family members are limited to father, mother, husband, wife, son, daughter, sister or brother. Use of sick leave for family sick leave purposes shall be in accordance with the provisions of sick leave usage. Effective January 1, 2000, the County shall implement Section 233 of the California Labor Code regarding family sick leave. Employees, each calendar year, may use an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, parent, spouse, sister or brother of the employee.

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

13.8 Bereavement Leave: Every employee shall be entitled to three days per year of bereavement leave, which may be taken upon the death of a spouse, sibling, or anyone bearing a relationship of lineal consanguinity to the employee. Effective following adoption of this MOU by the Board of Supervisors, employees shall be entitled to three (3) days of bereavement leave per episode of death instead of three (3) days per year.

13.9 Holidays: All full-time employees shall be entitled to holidays with pay.

- a. As used in this section, "time worked" shall include any leave time taken.
- b. Holidays include:
  1. New Years Day - January 1
  2. The third Monday in January, known as "Dr. Martin Luther King, Jr. Day"
  3. February 12<sup>th</sup>, known as "Lincoln Day"
  4. The third Monday in February, known as "Presidents Day"
  5. The last Monday in May, known as "Memorial Day"
  6. July 4<sup>th</sup>, known as "Independence Day"
  7. The first Monday in September, known as "Labor Day"
  8. The second Monday in October, known as "Columbus Day"
  9. November 11<sup>th</sup>, known as "Veterans Day"
  10. The Thursday in November appointed as "Thanksgiving Day"
  11. The day after Thanksgiving Day
  12. The day before Christmas Day
  13. December 25<sup>th</sup>, known as "Christmas Day"
  14. December 31<sup>st</sup>, known as "New Years Eve"
- c. 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 of the Board of Supervisors.
- d. Each employee shall be permitted to take a 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.
- e. Employees whose regular day off falls on a holiday shall receive eight (8) hours of holiday pay.

## Article 14: Layoff Procedures

- 14.1 Definition of Layoff: A “layoff” is an action or series of actions, where the Board of Supervisors determines that a reduction in the employment force is necessary, and as a consequence, an individual employee’s employment with the county is terminated, subject to the conditions set forth herein.
- 14.2 Scope of Layoff Procedure: All county employees, excepting social service employees covered under state personnel procedure, shall be covered by the layoff procedure described herein.
- 14.3 Procedure for Determination of Layoff: Layoffs shall be made solely under the direction of the Board of Supervisors. Under the direction of the Board of Supervisors, the Department Head may lay off employees for the following reasons:
- a. Necessity, based on lack of funds or work;
  - b. In the interest of the economy, to reduce the departmental staff;
  - c. Return of another employee with greater seniority, from a leave of absence.
- 14.4 Order of Layoff:
- a. The order of layoff among employees shall be as follows:
    1. Temporary/extra-help employees
    2. Probationary employees
    3. Permanent part-time employees
    4. Permanent employees
  - 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 a.1. through a.4. above.

14.5 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 had served with permanent status in said employee's department or another department in the county in which he had previously served.
- b. In the event an employee elects to follow the procedure outlined in subsection a. of this section, the employee may not transfer or demote into such a job, if he would displace an employee whose total county service exceeds that of an employee transferring or demoting.
- c. An employee replaced by a demotion or transfer described in subsection a. of this section will have the same right as set forth in that subsection.

14.6 Layoff - Notice:

- a. Fourteen (14) calendar days before the effective date of the layoff, written notice of the intended layoff action will be provided to the affected employee. Said written notice shall state the reasons for which the layoff procedure is necessary, together with the effective date of the action. A copy of the layoff procedure shall be made a part of the notice.
- b. An employee receiving such written notice shall have five (5) working days in which to reply. Within the five-day period, the employee shall notify his Department Head in writing of the alternative the affected employee has selected, if any.

14.7 Reemployment Rights: Permanent and probationary employees laid off shall be placed on a 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 the layoff within specific classifications in each department. Persons on this list will be afforded the first opportunity for appointment to any future employment in said class, for a period of one year. An employee, if recalled within one year, will resume employment with all the rights and benefits as though the employee had returned from an unpaid leave of absence, including accumulation of seniority, unpaid or unused vacation and sick leave, and reinstatement at the salary step level previously held. If an employee refuses employment after recall from such reemployment list, his name shall be removed from the list.

## Article 15: Miscellaneous Provisions

15.1 IRS-125 Plan: The County shall provide an IRS-125 Plan for employees in this unit.

15.2 Military Absences:

- a. The County Auditor is designated to administer the mandatory military absence provisions of the Military and Veterans Code, and to establish such rules and procedures as are necessary or expedient. The following provisions, which are essential to effective salary administration, are incorporated in the ordinance codified in this chapter, and are also delegated to the County Auditor for administration.
- b. A specific calendar period of military leave shall be established for each employee who is granted leave pursuant to the Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty and reasonable travel time connected therewith. An employee who does not return within the period of approved military leave shall be granted three months additional military leave, and thereafter be terminated; provided, however, that an employee who is so terminated and who later requests to return to duty shall be granted any benefits and privileges which are required by the Military and Veterans Code.
  1. An employee who is a member of the reserve corps of the armed forces, of the National Guard, or the Naval Militia, and who has one full year of continuous service immediately preceding the leave, and who takes temporary military leave of one hundred eighty (180) days or less (including travel time) shall be maintained in his position and, upon his return to duty after the prescribed period of temporary leave, shall receive all vacation, sick leave, and benefits arising from seniority in the county and in his position which he would have accrued had he not been absent on military leave.
  2. An employee who takes military leave other than described in b.1. above, shall have the right, if released under other than dishonorable conditions, including while on terminal leave, to return to his former position within three months after termination of his active military service; provided, however, such right to return shall not be granted an employee who fails to return to duty within twelve months after the first date he could terminate or could cause to have terminated his active military service. Such employee shall receive no benefits for the period of his absence, except as provided in subsection b.3. of this section, but following his return to duty, such employee shall resume accrual of all benefits as though he had not been absent on military leave.

3. An employee who has one full year of continuous service immediately prior to taking ordered military leave in accordance with subsection b.1. or b.2. above shall receive a payment equivalent to the salary he would have otherwise received for the first thirty calendar days of the military leave, upon submitting satisfactory evidence of military service. Only one such payment shall be made during any one period of ordered military service, and the total amount of such payments shall not exceed the equivalent of thirty calendar days' salary in any one fiscal year. For the purpose of determining the one year of continuous service with respect to subsection b.1. above, all service in the recognized military service shall be counted.
- c. Any employee who resigns to enter military service shall have the right to return to county employment within six months of the termination of his active military service; provided, however, such right to return shall not be granted an employee who fails to return to duty within twelve months after the first date he could terminate or cause to have terminated his active military service the employee shall be entitled to such status as he would have if he had not resigned. In all other regards, he shall be treated as a new employee.

### 15.3 Probationary Period:

- a. Persons entering the county service shall serve a probationary period of twelve (12) months, such period to run from the first of the month following the date of employment; or, in the event the employment is on the first day of the month, then from that date. The length of individual probationary periods shall be increased by adding thereto periods of time during which an employee, while serving as a probationer, is absent from his position. However, a person reemployed 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 the probationary period if such reemployment occurs within two (2) years from the date of separation.

- b. Probationary Period - Following Promotion:

An employee who is promoted to a new position in a higher range shall serve a six (6) month probationary period except for Sergeants who will serve twelve (12) months 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.

- c. Probationary Employees - Discharge Procedure:

Any probationer may be discharged by the Department Head during the probationary period. An employee discharged during their probationary period shall have no right to appeal their discharge. An employee serving a promotional probation period who does not pass their probation period shall have the right to

return to their former position provided that they have permanent status in the former position.

- 15.4 Personnel Rules: At the County's request, the parties agree to meet and confer to adopt countywide rules regarding issues of liability.
- 15.5 Medical Termination: An employee may be terminated when the employee's ability to perform 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. An employee with an accepted work related illness or injury shall not be subject to these provisions.
- 15.6 Medical Reinstatement: An employee who was medically terminated and is no longer incapacitated, may, with the approval of the department head, be reinstated to a vacant position in the class from which they were terminated. Request from the employee must be made within six (6) calendar months from the date of medical termination. Employees who are medically reinstated shall be considered to be a new employee for purposes such as probationary period, seniority, benefit accumulation, etc.
- 15.7 Preparation of Memorandum of Understanding: The parties agree that it is important to prepare this agreement as quickly as possible and both agree to do so in the most expeditious fashion possible following adoption of this agreement by the Board of Supervisors.

#### **Article 16: Recommendation of Representatives**

- 16.1 The representatives of the County and the representatives of the Association, having met and conferred in good faith, have mutually agreed to recommend to the County of Modoc and the general membership of the Association, that this Memorandum of Understanding be adopted and ratified and that the wages, hours, and other terms and conditions set forth herein be implemented.

#### **Article 17: No Strike - No Lockout**

- 17.1 Prohibited Conduct:
- a. The Association, its officers, agents, representatives, and/or members, agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

- b. The Sheriff-Coroner agrees that the County will not lock out the employees during the term of this Agreement. The term “lockout” is hereby defined so as not to include the discharge, suspension, termination, lay-off, failure to recall, or failure to return to work of employees in the exercise of their rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.
- c. Any employee who participates in any conduct prohibited above may be subject to disciplinary action up to and including discharge.

17.2 Association Responsibility:

- a. In the event that any one or more employees, agents, representatives, or members of the Association engage in any of the conduct prohibited in 17.1 a. above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and they must immediately cease engaging in conduct prohibited in 17.1 a. above and return to work.
- b. If the Association performs all of the responsibilities set forth in 17.2 a. above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of 17.1 a. above.

**Article 18: Term and Renegotiation**

18.1 The term of this MOU shall be September 1, 2007 to August 31, 2008, and shall thereafter be extended unless superseded by a mutually negotiated replacement.

COUNTY OF MODOC

MODOC COUNTY DEPUTY  
SHERIFFS' ASSOCIATION

Rick Haeg 10-22-07  
Rick Haeg Date  
County Negotiator

Mike Lyon 10/18/07  
Mike Lyon Date  
DSA Negotiator

Randy Nickolaus 10-22-07  
Randy Nickolaus Date  
County Negotiator

Ken Richardson 10/19/2007  
Ken Richardson Date  
DSA Representative

Michael Maxwell 10/21/07  
Michael Maxwell Date  
County Administrative Officer

Greg Yeier 10-18-07  
Greg Yeier Date  
DSA Representative

Mike Dunn 10/23/07  
Mike Dunn Date  
Chair, Board of Supervisors

Kelly Rees 10-19-07  
Kelly Rees Date  
DSA Representative

**ATTACHMENT A  
DSA CLASSIFICATION LIST AND SALARY RANGES**

**SEPTEMBER 1, 2007 (Amended)**

Class Title	7/1/2006	9/1/2007 (*/**)
<u>DSA Safety *</u>		
Sergeant	196	221
Chief Deputy/Chief Civil Deputy	196	221
Deputy Sheriff II	167	192
Deputy Sheriff I	157	182
Correctional Officer III	167	192
Correctional Officer II	157	182
Correctional Officer I	147	172
Fraud Investigator	196	217
 <u>DSA Miscellaneous**</u>		
911 Dispatcher II	157	178
911 Dispatcher I	147	168
Deputy Director Emergency Services	167	188
Radio Tech		188
Dispatch Supervisor		178

\* 3.5% (7 salary range increase) effective 1<sup>st</sup> pay period following adoption of agreement. 9% (18 salary range increase) effective same day employees begin paying their own employee portion of retirement contribution. Total 25 salary ranges

\*\* 3.5% (7 salary range increase) effective 1<sup>st</sup> pay period following adoption of agreement. 7% (14 salary range increase) effective same day employees begin paying their own employee portion of retirement contribution. Total 21 salary ranges