

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 1st day of June 2021 an order was duly made and entered as follows:

*CAO-Personnel –
2021-2024
ICEA MOU*

CAO Quilter presented for approval a new Memorandum of Understanding between the County of Inyo and the Inyo County Employees Association. He thanked the Board for its direction and the ICEA and its negotiating team for a cooperative process where both sides were able to arrive at a mutually agreeable contract. Samantha Rottner, senior member of the ICEA negotiating team, read a statement on behalf of the American Federation of State, County and Municipal Employees (AFSCME) extending gratitude to the Board and especially County Administration for being willing to listen and hear ICEA's valid concerns and work toward a fair contract. Janelle Kent, vice president of the ICEA, said it was heartening to hear how well negotiations went, considering some of the difficulty experienced in the past. She thanked the Board and the County's negotiating team for providing a good experience. ICEA member Don Gockley also thanked the Board and staff, noting that the new contract will go a long way toward helping the Road Department recruit and retain qualified staff. Chairperson Griffiths said the new contract shows the value of working together in an environment of trust and mutual respect, adding that he believes the agreement protects taxpayers while valuing employees and he is happy with negotiators on both sides. Supervisor Kingsley said he agreed with the Chairperson, noting that he has always been impressed with the employees working for the County. Supervisor Pucci expressed his gratitude to staff and the ICEA.

Deputy Personnel Director Sue Dishion and CAO Quilter reviewed some of the highlights of the new contract. Jane McDonald, AFSCME's Eastern Sierra representative, said she very much appreciated the Board and Administration for listening to ICEA's needs. Supervisor Totheroh said this serves as a great example of what happens when groups work together for a common goal. Moved by Supervisor Totheroh and seconded by Supervisor Roeser to approve the July 1, 2021 - June 30, 2024 Memorandum of Understanding between the County of the Inyo and the Inyo County Employees Association (ICEA) and authorize the Chairperson to sign. Motion carried unanimously.

Routing
CC Purchasing Personnel X Auditor CAO X Other: AFSME DATE: June 4, 2021

WITNESS my hand and the seal of said Board this 1st
Day of June, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF INYO
AND
THE INYO COUNTY EMPLOYEES ASSOCIATION
(AFSCME LOCAL 315)
2021-2024**

Table of Contents

ARTICLE 1 - RECOGNITION 1

ARTICLE 2 - EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS 1

ARTICLE 3 - NON-DISCRIMINATION..... 1

ARTICLE 4 - WORKDAY AND WORKWEEK..... 1

ARTICLE 5 - OVERTIME AND COMPENSATORY TIME - FULL-TIME PERMANENT 2

ARTICLE 6 - STANDBY AND CALL-OUT COMPENSATION 3

ARTICLE 7 - SALARIES..... 4

ARTICLE 8 - PART-TIME BENEFITS..... 6

ARTICLE 9 - INSURANCE BENEFITS 9

ARTICLE 10 - FLEXIBLE BENEFIT PROGRAM..... 10

ARTICLE 11 - SHORT-TERM DISABILITY PROGRAM 10

ARTICLE 12 - DEFERRED COMPENSATION 10

ARTICLE 13 - CONTRACTING OUT, ADVANCE NOTICE 10

ARTICLE 14 - LABOR - MANAGEMENT TEAM..... 11

ARTICLE 15 - JOB DESCRIPTIONS 11

ARTICLE 16 - SICK LEAVE..... 11

ARTICLE 17 - VACATION LEAVE..... 12

ARTICLE 18 - FLEXIBLE LEAVE..... 12

ARTICLE 19 - HOLIDAYS 13

ARTICLE 20 - RETIREMENT PROVISIONS 13

ARTICLE 21 - PERSONNEL RULES 14

ARTICLE 22 - EMPLOYEE ASSISTANCE PROGRAM..... 23

ARTICLE 23 - TRAVEL PAY 23

ARTICLE 24 - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY 23

ARTICLE 26 - FLSA EXEMPT AND REPRESENTED EMPLOYEES 24

ARTICLE 27 - PROBATION PERIOD..... 24

ARTICLE 28 - UNIFORMS..... 25

ARTICLE 29 - SAFETY SHOES 25

ARTICLE 30 - PERFORMANCE EVALUATIONS 25

ARTICLE 31 - DRUG-FREE WORKPLACE/DEPARTMENT OF TRANSPORTATION DRUG TESTING POLICY 25

ARTICLE 32 - MATERNITY LEAVE OF ABSENCE..... 26

ARTICLE 33 – EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY 26

ARTICLE 34 - SMOKING 26

ARTICLE 35 - MISTAKEN OVERPAYMENTS..... 26

ARTICLE 36 - LETTER OF REPRIMAND 26

ARTICLE 37 - AUTHORIZED AGENTS 26

ARTICLE 38 - SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING 27

ARTICLE 39 - NO STRIKE-NO LOCKOUT 27

ARTICLE 40 - EMERGENCY WAIVER 28

ARTICLE 41 - SEPARABILITY 28

ARTICLE 42 - REOPENER CLAUSE..... 28

ARTICLE 43 - TERM..... 28

ARTICLE 44 - RATIFICATION AND EXECUTION..... 29

ARTICLE 1 - RECOGNITION

The County of Inyo (hereinafter called the "County") recognizes the Inyo County Employees Association (hereinafter called the "Association" or "Union"), American Federation of State County and Municipal Employees Local 315 as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

ARTICLE 2 - EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association and Resolutions approving such prior Memoranda of Understanding.

ARTICLE 3 - NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected union activities, or to refrain from joining or participating in protected union activities, in accordance with Government Code sections 3500 to 3511. Notwithstanding the definition of a grievance in Article 21, this section creates a basis upon which a grievance may be filed. If an employee or the Union elects to utilize the grievance process to address allegations of the County violating this Section, it shall be the exclusive process available. The election of the grievance process is irrevocable.

Section 2. The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation, whistleblower status, or on any other basis in violation of applicable federal, state, or municipal law(s). The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws. This section does not create a basis upon which an employee may file a grievance.

Section 3. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

ARTICLE 4 - WORKDAY AND WORKWEEK

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- A. Full-time permanent employees on either a seven (7) or eight (8) hour daily work schedule will work five (5) consecutive days, with two (2) consecutive days off. Any seven (7) hour per day position which becomes vacant shall be filled on an eight (8) hour per day basis. All future promotions and transfer of incumbent County employees shall be at with (8) hours per day.
- B. Employees may be assigned, and employees may request their Department Head recommend to the CAO, to work an alternative work schedule. This shall consist of a weekly work-week schedule consisting of no more than forty (40) work hours during the County designated workweek, as applicable, which may be at hours other than traditionally scheduled for the assigned shift. Such alternative work schedules may include a 4-10 (consecutive work days unless otherwise agreed to by the employee), 9-80, or other schedule approved by the County Administrative Officer, in his/her sole discretion. A denial of a Department Head's recommendation for an employee request shall be explained in writing.
- C. The County Administrative Officer may in his/her discretion based upon recommendation from a Department Head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.
- D. Temporary Alternative Scheduling During Public Health Crises and Community Emergencies (defined as local, state, or federally declared public health or community emergency).

The County and the Union affirm the importance and urgency of the County's mission to provide public services in the context of public health crises and community emergencies.

The County and Union shall continue to work together to ensure employees that are directly affected have the flexibility to address personal matters arising from such crises, in order that such needs not be in conflict with the provision of services.

Employees shall address temporary requests for flexible schedules to their Supervisor. Permanent requests shall be made in accordance with Section B.

As such crises dissipate, the parties agree to work together to develop a safe, supportive, and effective plan for return to the standard workplace environment.

ARTICLE 5 - OVERTIME AND COMPENSATORY TIME - FULL-TIME PERMANENT

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time nonexempt employees at the pay rate of time and one-half (1.5) for all overtime hours worked. Time and one-half (1.5) compensation shall be paid after thirty-five (35) hours worked for those non-exempt full-time employees scheduled on a thirty-five (35) hour week. Time and one-half (1.5) compensation will be paid after forty (40) hours worked for those full-time non-exempt

employees scheduled on a forty (40) hour work week. Non-exempt full-time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1.5) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- A. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- B. Overtime may be converted to compensatory time off at the rate of time and one-half (1.5). The compensatory time may be banked as provided in paragraph E. below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- C. Attachment A to this Agreement is a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise between the County and Association, a letter of ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- D. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- E. County will allow non-exempt full-time employees to carry forty (40) hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1.5) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

ARTICLE 6 - STANDBY AND CALL-OUT COMPENSATION

- A. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$75.00 for performing standby duties on each regularly scheduled day and \$120.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- B. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half (1.5). If the time worked is less than two (2) hours, the employee will receive two (2) hours compensation minimum at the rate of time and one-half (1.5). Provided, however, if the employee is not required to leave the location at which they would otherwise remain (e.g. the employee takes a call at home, and/or

makes calls from home) then the employee will receive time and one-half (1.5) for the actual hours (calculated in fifteen [15] minute increments) worked. If the time worked is more than two (2) hours, the employee will receive time and one-half (1.5) for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two (2) call-out instances per twelve (12)-hour period. Any call-out instance after the first two (2) in a twelve (12)-hour period will be paid at normal overtime rates.

- C. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee that they may be needed, but not formally placing the employee on standby.
- D. Meet to Consider Alternatives. Prior to implementing changes to on-call procedures, upon request by the Union, the parties shall meet within 7 days of notification in order to consider alternatives. Such request shall be sent to the labor management committee to discuss and come up with an agreement.

ARTICLE 7 - SALARIES

- A. Salaries: All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March to March change of the BLS (Bureau of Labor Statistics) Riverside -San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.
- B. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:
 - 10 years – 2%
 - 15 years – 2%
 - 20 years – 2%
 - 25 years - 2%

Employee will receive longevity on the anniversary date when eligible.

- C. Bilingual Pay: The County will provide four tiers of bilingual compensation based on the degree of fluency needed by the Department and demonstrated by an eligible Employee, as follows:
 - Tier I – Those who can communicate with the public = 2% of their base rate of pay.
 - Tier II – Those who interview and interrogate = 3% of their base rate of pay.
 - Tier III – Those who speak, read, and write = 5% of their base rate of pay.

- Tier IV – Those who are certified interpreters = 7.5% of their base rate of pay.

The County shall determine its need for bilingual communication skills including which positions qualify for pay under this section. The County may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite to being eligible for bilingual pay.

GRANDFATHERING PROVISION: This version of section C of Article 7 shall take effect on the first pay period after July 1, 2021 and apply prospectively to any Employee who was not already receiving bilingual pay as of that date under the previous version of Section C (which provided a flat 5% rate for bilingual skills); any Employee who was already receiving such bilingual pay as of that date shall continue to receive such pay until such time (if ever) as they may leave the department and/or position in which they were receiving that pay, or if and when they may qualify for any Tier IV level of fluency that the County determines it needs for their position, at which point this version of Section C shall then apply to them.

- D. Shift Differential: Employees working swing shifts (as designated by their Department Head) shall receive a shift differential of two percent (2%). Those working graveyard shifts (as designated by their Department Head) shall receive a shift differential of four percent (4%). Shifts subject to this subsection are attached to this MOU as Attachment C.
- E. Bi-Weekly Pay Period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).
- F. Equity Adjustments: In addition to being adjusted by COLA, the following Series which are below market shall be brought to full market as follows:
On the first pay period after July 1, 2021, up to 5% per title, on the first pay period after July 1, 2022 the remaining equity adjustment.

Addictions Counselor	5%
Deputy District Attorney	6%
Heavy Equipment Mechanic	6%
Librarian	7%
Network Analyst/Programmer Analyst	7%
Operations Manager, Tecopa	10%
Program Manager	5%
Deputy Public Administrator/Public Guardian	5%
Victim Witness Coordinator	7%
Dispatcher	3%
- G. Career Ladder Adjustments: The following new Career Ladders shall be effective the first pay period after July 1, 2021. Employees with positions on this list who meet the qualifications will automatically move to a 2 at that time. Employees with positions on this list who have 20 years of service will be automatically moved to the top step of their career ladder.

Prevention Specialist 1, 2, 3 Ranges 60, 63, 66
Gate Attendant 1, 2 Ranges 50, 52
Civil Officer and Evidence Tech 1, 2, 3 Ranges 64, 67, 70
Residential Caregiver 1, 2, 3 Ranges 53, 57, 60
PSA 1, 2, 3 Ranges 42, 44, 50.

- H. Part Time Employee Wages: Effective the first pay period after July 1, 2021, Part Time Employees shall be compensated in the same range as Full Time Employees, and the Part Time specific range in Appendix D. shall be eliminated.

ARTICLE 8 - PART-TIME BENEFITS

Section 1. The County will provide the following benefits at the following levels for the following classifications of part-time employees:

A-Par Employees

- A. Part-time, Non-benefited, Merit System Employees:
1. Defined as employees working between 1 to 19.99 hours per week;
 2. Hired through County recruitment process;
 3. Appeal rights under Article XII, Disciplinary Actions and Appeals Procedures, of the Personnel Rules, shall be limited to an appeal to the County Administrative Officer, whose decision shall be final and binding; such employees shall not be entitled to appeal any disciplinary matters to the Hearing Officer or any other higher authority;
 4. Any hours worked in excess of forty (40) during the two (2) week pay period will be paid at time and one half (1.5);
 5. Longevity Pay: Longevity pay for A-Par employees at two percent (2%) to be paid after ten (10) years of service at the pay step and category at the time of attainment of ten (10) years (not based upon the beginning pay at the time of hire). Additional two percent (2%) after each additional five (5) years of service, equal to four percent (4%) at fifteen (15) years, six percent (6%) at twenty (20) years, eight percent (8%) at twenty-five (25) years. If an A-Par employee moves to a miscellaneous full-time category, the initial hire date is used to calculate the longevity accrual;
 6. Flex Days: Employees will receive ten (10) hours of flex days per fiscal year – does not accrue;
 7. Holiday Pay: Holiday pay shall be paid at the rate of time and one-half (1.5) to A-Par employees for working on recognized County Holidays scheduled and

authorized by their department heads and according to the Holiday Policy Section 10.16 (f) page 62 of the Personnel Rules or any other classification that works on a county recognized holiday:

(a) Employees in this category will not receive holiday pay for county recognized holidays not worked;

8. Short-Term Disability Benefit: Employees in this category may opt into the County's Short-Term Disability program at their own expense through payroll deduction;
9. Such employees shall not receive any other benefits, including but not limited to those benefits provided for in Articles 9, 10, 11, 16, 17, 18, 20 or 33 of this Agreement or any other insurance, leave, or other benefits provided by the County to any other employees.

B-Par Employees

B. Part-time, Benefited, No PERS Retirement, Merit System Employees:

1. Defined as employees working between 20.00 to 29.99 hours per week;
2. Employees hired through the County recruitment process;
3. Merit System employees with full appellate rights under the Personnel Rules;
4. Employees shall be hourly employees and shall not receive any benefits provided for in Article 20 (PERS retirement benefits and limited payment of employee's contributions for Social Security and Medicare);
5. Employees shall receive the following benefits:
 - (a) The County will pay eighty percent (80%) contribution of the premium for employee only health benefits. (Employee has the option to purchase, at their own expense, dependent coverage);
 - (b) Dental and Vision Insurance: Employees will be allowed to opt into dental and vision insurance, premium to be paid by the employee through payroll deduction;
 - (c) Employees shall receive prorated vacation (Article 17 hereof and Personnel Rule 10.9) and sick leave (Article 16 hereof and Personnel Rule 10.10). Proration shall be determined by the number of hours worked by the employees. Employees will be allowed to participate in sick leave buy back. The buyback will be based on the budgeted position (20.00-29.99). Employee using less than five (5) days of

sick leave in a calendar year and having a minimum of ten (10) sick days on the books will be eligible to sell back up to five (5) days;

- (d) Any hours worked in excess of sixty (60) hours during the two-week pay period, will be paid at time and one half (1.5);
- (e) Longevity Pay: Longevity pay for B-Par employees to be paid at two percent (2%) after ten (10) years of service at the pay step and category at the time of attainment of ten (10) years (not based upon the beginning pay at the time of hire); additional two percent (2%) after each additional five (5) years of service, equal to four percent (4%) at fifteen (15) years, six percent (6%) at twenty (20) years, eight percent (8%) at twenty-five (25) years for B-Pars just as miscellaneous employees. If a B-Par moves to a miscellaneous category, the initial hire date is used to calculate the longevity accrual;
- (f) Flex Days: Employees will receive twenty (20) hours of flex days per fiscal year - does not accrue;
- (g) Holidays: Eleven (11) holidays per year will be paid to B-Par employees at four (4) hours per holiday. Flex hours may be used to complement hours in order to spare the use of accrued vacation time by B-Par employees for holidays when county departments are closed;
- (h) Holiday Pay: Holiday pay shall be paid at the rate of time and one half (1.5) to B-Par employees for working on recognized County Holiday scheduled and authorized by their department heads and according to the Holiday Policy Section 10.16 (f) page 62 of the Personnel Rules, or any other classification that works on a county recognized holiday;
- (i) Short-term Disability Insurance: Benefit for B-Par employees shall be paid by the County. County will cover the percent of base pay for all B-Par employees for the County Disability Program;
- (j) Employee moving from part-time status to full-time status will be allowed portability of vacation and sick leave accruals based on the prorated budgeted position;
- (k) Employees shall be entitled to participate in the County Flexible Benefit Program, provided for in Article 10, herein;
- (l) Employees shall be entitled to participate in the County Deferred Compensation programs, provided for in Article 12, herein;

(m) Except as specifically provided in sections (a) through (l) above, these employees shall receive no other benefits provided by the County to its other employees, including but not limited to any other insurance, leave or other benefits provided by the County to any other employees.

C-Par Employees

C. Part-time, Prorated Benefits, Merit System Employees:

1. Defined as employees working between 30.00 to 39.99 hours per week, (as determined by the Personnel Rules and Article 4, herein);
2. Employees hired through County recruitment process and merit system employees;
3. Employees will have health benefits as provided by the County to full-time employees as provided in Article 9 – Insurance Benefits;
4. Employees will have prorated dental, vision, leave and retirement benefits. Proration will be determined by the number of hours worked by the employee;
5. A non-exempt employee will be paid overtime and be eligible for compensatory time for all hours worked in excess of forty (40) hours per week. Overtime payments and compensatory time will be provided in Article 5.

Section 2. The benefits and status provided to the employee classifications defined in Section 1, above, are subject to the following:

- A. The following are excluded from the above classifications and, therefore, not entitled to any benefits or status provided for in Section 1: Seasonal employees, temporary reserve officers, contract employees, or other workers placed through state or federal programs;
- B. In the event PERS reverses its current position concerning the validity of the County's hourly exclusion in its PERS contract, the County and Association shall meet-and-confer concerning the impact of such decision and the necessary changes to the benefits provided for in Section 1.

ARTICLE 9 - INSURANCE BENEFITS

- A. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- B. County agrees to pay eighty percent (80%) of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for twenty percent (20%) of the premium.

The maximum the County will contribute toward a different CalPERS plan other than listed above will be eighty percent (80%) of PERS Choice premium.

- C. The County will reimburse fifty percent (50%) of the annual medical deductible after the full deductible per person has been paid.
- D. County agrees to pay one hundred percent (100%) of the premium for optical insurance.
- E. County agrees to provide through Delta Dental orthodontia benefits for adults and children, fifty percent (50%) benefit schedule; \$1,200 lifetime maximum.
- F. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
 - Eligible for employee only coverage = \$92.31 per pay period
 - Eligible for employee plus one coverage = \$184.62 per pay period
 - Eligible for family coverage = \$276.93 per pay period

ARTICLE 10 - FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each employee who participates in Flexible Benefit Program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11 - SHORT-TERM DISABILITY PROGRAM

Except as otherwise specified in Article 8, County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County's Short-Term Disability Insurance Plan (as the same may be amended from time to time). Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short Term Disability Program.

ARTICLE 12 - DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13 - CONTRACTING OUT, ADVANCE NOTICE

Contracting Out – The County agrees to address contracting-out of County Services in accordance with all applicable laws.

Advance Notice – Absent an emergency, as determined in the sole discretion of the County, the County shall provide at least one hundred twenty (120) hours advance notice to the Union prior to the Board of Supervisors formally considering at a public meeting any and all changes that affect the wages, hours, terms and conditions of employees in the represented bargaining unit as to allow time for the Union’s response and meet- and- confer if necessary. Said notice shall be sent to the ICEA and AFSCME.

Board of Supervisors Agenda – County agrees to email ICEA President and AFSCME the Board of Supervisors agenda. The entire agenda packet will be available on the County website.

ARTICLE 14 - LABOR - MANAGEMENT TEAM

A Labor-Management Team is hereby established to create a forum for Union representatives and County management personnel to discuss issues surrounding general working conditions. One Labor-Management Team Meeting shall be convened during the months of February, May, August, and November. Said meetings shall be scheduled the month prior to the meeting. An agenda shall be drafted concurrently with scheduling each meeting in order to assist the Labor-Management Team to conduct a productive meeting.

ARTICLE 15 - JOB DESCRIPTIONS

The County will post all current job descriptions on the County website on or before October 1, 2017. Within two weeks of a written employee request to the Personnel Director or his/her designee, County shall provide an employee with a copy of any job descriptions in his/her personnel file existing therein at the time of ratification of this MOU. County will maintain personnel files, including copies of previous job descriptions therein, in a manner consistent with its current practice.

ARTICLE 16 - SICK LEAVE

- A. Each full-time and B-Par employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- B. The County recognizes that the ICEA membership has created a sick leave pool for use by those members who exhaust all accrued leave (flex, vacation, sick, compensatory) due to non-industrial illness or injury. Rules governing use of the Sick Leave Bank have been established by the ICEA Sick Leave Bank Committee. A copy of those rules is available through ICEA, Personnel, or the department head. An employee may only receive a cumulative total of one hundred and sixty (160) hours from the ICEA Sick Leave Bank during any twelve-month period. Any exception to this limitation must be approved in writing by both the department head and County Administrator Officer. Prior to making their determination, the department head and County Administrator Officer shall consider a written recommendation from the ICEA board or its designee.

- C. Any employee may donate up to a maximum of ten (10) days per year of unused sick leave to the sick leave bank. Employee will have two fifteen (15)-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank.
- D. Any employee who separates or retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.

ARTICLE 17 - VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be thirty-five (35). There shall be no accrual in excess of thirty-five (35) days.

- A. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the thirty-five (35) day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the thirty-five (35) day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.
- B. The County Administrative Officer may approve requests for vacation in excess of twenty (20) consecutive work days based on extenuating circumstances.

ARTICLE 18 - FLEXIBLE LEAVE

The County shall grant employees thirty-five (35) hours or forty (40) hours (depending on employee's hourly status) of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County service.

An employee requesting flexible leave shall give a minimum of forty-eight (48) hours' notice to his supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1- October 31..... Five (5) days
November 1 - February 28.....Three (3) days
March 1 - June 30.....One (1) day.

ARTICLE 19 - HOLIDAYS

A. Recognized Holidays. County holidays are as follows:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King Day)
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

B. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for twenty (20) hours on an eight (8)-hour work day, with the exception of A-Par and B-Par employees as outlined in Article 8. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

ARTICLE 20 - RETIREMENT PROVISIONS

PERS Employees hired prior to January 1, 2013 (Classic):

- A. County agrees to provide two percent (2%) at fifty-five (55) full formula PERS retirement for miscellaneous members.
- B. County agrees to pay the member's contribution for PERS retirement, at the rate of seven percent (7%) of gross pay, less Social Security (FICA) adjustment.
- C. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- D. PERS benefit to miscellaneous employees shall consist of:

1. Final compensation to be based on highest one year's salary;
 2. Include post-retirement survivor allowance;
 3. Allow two hundred and sixty (260) days of accrued sick leave to be added to service credit;
 4. Employer Paid Member Contribution (EPMC);
 5. All other provisions as amended in the County PERS contract.
- E. New PERS members hired after January 2013 will fall under PEPRRA. Employees will receive two percent (2%) @ sixty-two (62) PERS Formula and will be required to pay at least fifty percent (50%) of normal cost.

ARTICLE 21 - PERSONNEL RULES

- A. The Personnel Rules, are hereby incorporated by reference. Specific Personnel Rules revisions applicable to the Association are set forth below, and are effective upon ratification of this MOU. If a provision of the Personnel Rules is in conflict with a provision of this MOU, to the extent of such conflict, the provision of the MOU shall be controlling. Notwithstanding any other provision of this MOU, the parties agree that County may during the term of this MOU propose revisions to such rules and/or additional personnel rules, excluding those set forth below, provided that County allows an appropriate opportunity for affected employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Milias-Brown Act.

1. LEAVE WITHOUT PAY:

The following revision supersedes the existing Article X Section 10.4(b) of the Personnel Rules:

10.4(b) An employee on a leave of absence without pay shall not receive compensation or accrue sick leave, vacation, or holiday credits. County's contributions to the employee's retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement and Social Security. Any employee requesting a leave of absence without pay may utilize all of his or her accrued compensatory time-off, administrative leave, and vacation time prior to the start of the leave without pay.

2. DISCIPLINARY ACTION GUIDELINES:

Ordinarily, the County will use progressive discipline in correcting the behavior of a worker. The intent of progressive discipline is to be corrective in nature and allows for a worker to correct behavior. However, the circumstances of each case dictates the appropriate disciplinary response and the county reserves the right to skip one or all levels of discipline in appropriate circumstances. The facts and circumstances of the specific act, misconduct or performance deficiency, together with the employee's performance history, and the harm to public service, will be reviewed to determine the appropriate level of disciplinary action to be imposed. In general, this policy contemplates a two-tier approach when determining the level of appropriate discipline. Examples of this policy include, but are not limited to, the following:

- a. The types of misconduct and poor performance that will usually result in an oral reprimand or written reprimand include limited incidents of tardiness and poor performance, minor acts of neglect of duty, incompetence, and violations of rules or policies that will be corrected by a reasonable level of discipline and supervision.
- b. The types of misconduct and poor performance that will usually result in suspension or termination will include any instance of insubordination, violence, harassment, discrimination, theft, violation of a felony or any crime of moral turpitude, repeated poor performance or misconduct following any written reprimand, performance violation, performance improvement plan or corrective action plan, repeated acts of insubordination, neglect of duty, incompetence, or violation of any rule, law, or policy that may cause a risk or harm to any person.

3. DISCIPLINE APPEALS:

Article XII of the County's Personnel Rules and Regulations, entitled "Disciplinary Actions and Appeals Procedures," contains a detailed description of the procedures applicable to employee discipline including employee rights to due process through the "Skelly" procedure for proposed discipline and the appeals procedure for imposed discipline.

Selection of Arbitrator (as a Hearing Officer for disciplinary appeals under Article XII) within 30 days of the date the grievant files a notice of appeal, the County and the employee, or if the employee is represented, the employee's representative, shall attempt to mutually agree on an experienced impartial Arbitrator to preside over the hearing. The parties may extend this date by mutual consent. If the parties are unable to identify a mutually acceptable Arbitrator, they will request a list of seven (7) experienced Arbitrators from the State Mediation and Conciliation Service (SMCS) or similar source agreed upon by the parties and select an Arbitrator via an alternate strike method. The party to strike the first name will be determined either by mutual agreement or by a random method such as coin toss. If

the remaining individual on the list is unavailable to hear the matter, the parties may mutually agree to use the second remaining name on the list or will otherwise request a new list from SMCS. This provision shall also apply to the grievance process to the extent consistent therewith.

Re-Opener: In the event that ICEA becomes an "agency shop" the Union agrees to reopen the MOU upon the County's request to provide for a new process regarding the manner in which disciplinary appeals are pursued.

4. GRIEVANCE

The following revisions supersede the existing Article XIII Sections 13.1(a) and (b) of the Personnel Rules:

13.1(a) Grievance. A grievance is a written allegation by a grievant, submitted by an employee or group of employees within forty five (45) days of the act or omission at issue, claiming violation of, or misapplication of, the specific expressed terms of a memorandum of understanding or rules or regulations governing the personnel practices or working conditions of employees and for which there is no other specific method of review provided by State or Federal law or by County ordinance or rules. All grievances must be signed by the employee or each employee of a group on whose behalf the grievance is submitted. The grievance must be submitted and pursued as set forth below.

13.1(b) Grievant. For all grievance procedures up to the level of arbitration, a grievant is an employee in the County Service (probationary or permanent), group of such employees, or the majority representative of a bargaining unit, adversely affected by an act or omission of the County. For all grievance procedures at the level of arbitration, the grievant is the Association. The Association is the exclusive representative of the employees subject to the INYO-ICEA MOU, with the sole right to appeal to arbitration Grievances that are eligible for such appeals. The Association may adopt internal policies and procedures to determine whether or not to elevate a Grievance to arbitration. All fees and expenses of the Arbitration shall be evenly split by the parties. Either the County or the Association may call any employee as a witness to the proceeding and the employee shall be considered to be working for such time. If called by the Union, the Union will reimburse the County for that time.

5. INTERNAL PROMOTIONS

Employees who accept an internal promotion but request to be reinstated in their previous position during the applicable probationary period for their new position, and/or who do not pass probation in the new position for reasons other than misconduct rising to a level of disciplinary action, shall be offered a reinstatement to their previous position so long as it remains vacant. If the employee's previous position is filled, an employee may request re-assignment to a similar position for which they are qualified during the applicable probationary period for their new

position. If a vacancy for a similar position for which the employee is qualified is in the department from which the employee promoted, the re-assignment shall be approved. If the vacancy is in another department, the Department Head has the discretion to make an offer to the employee. The eligibility of individuals on the reinstatement and re-employment list shall extend for a period of one (1) year from the date of reinstatement/re-assignment request as set forth in Personnel Rule Section 11.1(e) and a reinstatement of benefits as set forth in Personnel Rule Section 11.1(f).

6. RECRUITMENT

In addition to the preference set forth in Personnel Rule Section 6.4, the County shall give preference to competing internal candidates based on the total time any such employee has been employed by the County. In other words, a County employee who has been employed by the County for a total of five (5) years, regardless of any breaks in employment, shall have preference over another internal candidate who has four (4) years of total employment with the County, even if said four (4) years are continuous.

The parties recognize that potential ambiguities exist in the second sentence of Personnel Rule 6.4, which reads as follows: "While recognizing the need to recruit from a pool of persons both inside and outside County employment at all levels, the policy of the County is to transfer and promote persons already employed by the County when their qualifications, training, work performance and work experience are determined to be comparable to other applicants."

In applying this language of 6.4 to future recruitments, the parties agree that:

- The County will evaluate applicants' qualifications, training, and work experience at the initial application screening stage. Any applicant (including an existing County employee) who doesn't meet minimum qualifications or properly complete the County's standard application form will not be interviewed or further considered for the position. The County shall clearly inform all applicants that a resume will not be considered as part of the initial screening. The County will also use its best efforts to improve the features and usability of the County's online application form (a project that is already in the works). And the County has recently revised its paper application form in a manner acceptable to ICEA (see Attachment G).
- The County will evaluate applicants' work training and experience and other relevant qualities at the interview stage.
- All applicants who are interviewed will be scored using the County's standard Interview Rating Form, an example of which is attached hereto along with the instructions to interview panel members for using the form (Attachment G). The Interview Rating Form provides scoring bands for overall ratings (e.g., an overall rating of ninety (90) to one hundred (100) points is "outstanding;" and

an overall rating of eighty (80) to eighty-nine (89) points is “above satisfactory”). Note: the foregoing shall not prevent the County from exercising its management rights to modify the Interview Rating Form, including the scoring criteria, as it deems appropriate, provided such changes are consistent with Rule 6.4.

- Applicants with overall ratings in the same scoring band will be considered “comparable” for purposes of Rule 6.4. Thus, an applicant who is already employed by the County and has an overall rating of ninety (90) will be considered comparable to an applicant who is not already employed by the County and has an overall rating of ninety-eight (98), because both applicants’ overall ratings are in the same “outstanding” scoring band.

7. CAREER LADDER

Career Ladder is a term used to define movement through a job series without posting of the position (e.g. Office Clerk I, II, III) as the employee acquires additional skills, responsibilities and experience. Career ladder advancements do not require a vacant position. Job titles or positions within a job series constitute distinct classifications.

Due to the nature of some classifications, various County positions have been assigned career ladders through the classification plan. These progressions are part of a job series and identified in the applicable job descriptions. Each rung on the career ladder represents a distinct classification.

- Advancement from a I to II
 - Employee who meets the minimum requirements for the II level, and who also receives a rating of “satisfactory” (employee must receive a three (3) [meets] or higher in every individual rating criteria) on the first annual evaluation report will advance to level II.

The County shall modify the Library Specialist and Librarian Series so that the minimum qualifications to move to a II in both series is one (1) year at the I level (educational substitutions stay the same).

The County shall modify the Animal Control Officer Series from promotional Animal Control Officer and Senior to career ladder Animal Control Officer I and II.

- Advancement from a II to III and III to IV

Employee must meet the minimum qualifications for the next level in the career ladder.

- Employee must receive a minimum overall rating of “Meets Expectations” in all categories on their most recent annual performance evaluation report.

Should the employee meet expectations in every category in their current position, the Department shall conduct a skills assessment based on the minimum qualifications of the next position on the ladder to determine whether the employee is eligible to move to the next level. This assessment shall be shared with the employee. Should the employee not be ready, they shall be eligible for assessment again at their next evaluation.

Department Head must provide written documentation that moving the employee to the higher level will benefit the efficiency and functioning of the Department. A copy of the document must be signed by the Department Head and employee, and transmitted to Personnel with the request for inclusion in the employee’s personnel file.

8. OUT OF CLASSIFICATION

The County may authorize and appoint an employee(s) to be assigned to a higher classification for a limited time period in order to meet a specified business need. Compensation for such work shall be in accordance with Article 4.8 of the County Personnel Rules. This most frequently occurs when a temporary assignment is needed to fill a vacancy for a short-term basis. In order to ensure that the selection is based upon objective standards and to reduce or eliminate the perception of favoritism, the parties agree that the following process will be followed:

1. Management will provide notification to a work group or division of the need for an employee(s) to work in an out-of-class status and invite employees to submit their name for consideration. If the position requires certain licensure or it is required that the person meet the minimum qualifications to work in an out-of-class status (e.g. a Merit Systems position), this information will be provided with the notification.
2. Ensure that notification includes specificity as to what types of skill sets and/or experience are desired. For example, strong technical skills, experience supervising, interpersonal skills, Class B license...
3. If more than one person expresses interest in working in the out-of-class status, the Department, with the concurrence of Personnel, will set up an internal selection process. Selection criteria may include, but not be limited to nor require, an interview; a technical skill screening examination; a review of performance evaluations and work experience, including a review of disciplinary history, and, in the event of equally qualified candidates, seniority.

If the County determines that the business needs are best served by more than one employee, the County is not precluded from having more than one employee work in an out-of-class status.

4. If only one candidate meets the criteria to work in an out-of-class status or if only one person expresses interest, the Department will proceed as identified in by the Personnel Rules.

In the event that no employee is deemed qualified for any reason to work out-of-class in the higher position, the Department reserves the right to reassign duties to other similar or higher classified employees as an alternative to assigning someone to work out-of-class.

9. LAYOFF AND REDUCTIONS IN FORCE

If a position is abolished because of administrative reorganization or lack of appropriation, as determined by the Board upon recommendation from the County Administrator and Department Head, employees shall be laid off as provided in these Rules.

A. Procedure.

1.
 - The department head shall notify the employee(s) of the layoff at least thirty (30) days before the effective date of the layoff. If any such employee has regular status, the Personnel Director shall make a reasonable effort to certify him or her as being qualified for other employment within the County.
 - The County shall also notify the Union at least thirty (30) days before the effective date of the layoff.
 - Upon request by the Union, the parties shall meet within 7 days of notification in order to consider alternatives to layoff; provided, however, that the parties shall not be required to continue meeting until they either reach agreement or impasse and any time spent meeting shall not have the effect of delaying or postponing the effective date of the layoff.
 - The County shall also notify the Union at least thirty (30) days before the effective date of the layoff.
2. Layoffs shall be made by department and by classification. The department head shall recommend to the Board the classification(s) from which layoffs are to be made, and the number of employees to be laid off. The Board shall approve, disapprove or modify such recommendations. Layoffs shall be made in the following order of

categories: 1. Temporary and provisional employees in such classification; 2. Probationary employees in such classification; 3. Regular employees within such classification, with a less than satisfactory performance evaluation; 4. Regular employees in such classification, having satisfactory or satisfactory but improvement needed evaluations.

3. Within each category of layoff priority, layoffs shall be on a County seniority basis within the classification; that is, the employee with the least County seniority in the classification from which layoffs are to be made shall be laid off first.. Whenever two (2) or more employees have identical County seniority the order of layoff will be determined by departmental seniority in the classification.

B. Transfer and bumping in lieu of layoff:

1. Whenever there is a reduction in work force the department head shall offer to transfer any regular employee to be laid off to a departmental vacancy, if any, in another class for which the employee is qualified.
2. If no vacancy is available within the department, the Personnel Director shall also make a reasonable effort to certify the employee as being qualified for other employment with the County.

Whenever two (2) or more employees have identical classification seniority in the department, the order of layoff will be determined by the department head.

3. If no acceptable vacancy exists for which the employee is qualified, the employee may displace an employee with lesser County seniority in a classification they previously held or which is in the series previously held. In such cases, the employee with the least County seniority shall be bumped. That employee shall have the same rights.

C. Payout and Severance.

Laid off employees are to be paid all accrued holiday, vacation, and compensatory time when separated as a result of a layoff. The sick leave accruals of such employee shall remain on the books and will be reinstated if they are reappointed.

D. Recall.

1. Employees who are laid off or who accepted a lower classification in lieu of layoff shall have their names placed on both a reinstatement list and re-employment list for possible return to work (recall) as described below:

- Reinstatement List. This list is for re-employment opportunities that may arise in the original classification that an employee held prior to being laid off or accepting a lower classification in lieu of lay off (their "original classification"). Employees shall be listed in the order of their seniority in that original classification. Vacant positions within that original classification series shall first be offered to employees on the list.
- Re-employment List. This list is for re-employment opportunities that may arise in positions other than their original classification, at the same or lower salary and for which they qualify. Employees shall be listed in the order of their County seniority. Vacant positions within these classifications shall first be offered to employees on the list.

The re-employment list shall be exhausted before utilization of the reinstatement list.

2. The eligibility of individuals on the reinstatement and re-employment lists shall extend for a period of one year from the date of transfer or layoff. Eligible candidates not responding to written notification by certified mail, return receipt requested, of an opening within twenty (20) calendar days shall have their names removed from the re-employment list. If an eligible individual will be out of the County for more than twenty (20) calendar days, he/she may notify the Personnel Director, in writing, as to how he/she may be contacted. Should an employee decline a lesser position offered, they shall still remain on the reinstatement and reemployment list for the remainder of the one year period.
3. Upon re-employment following a reduction in force, an individual will have the following benefits restored:
 - prior unused sick leave accruals;
 - seniority at time of layoff for purposes of determining merit increases, vacation accruals, and future reduction in force.
4. The salary paid to an employee who is re-employed shall be equivalent to that which the employee was receiving immediately prior to layoff. If the employee chooses to be re-employed in a classification which has a salary range lower than the classification from which he or she was laid off, then salary placement will be made at a point either equivalent to his or her salary immediately prior to the layoff, or, if the maximum of the salary range of the position to which the employee is to be re-employed is less than the employee's salary immediately prior to the layoff, then

the employee will receive the maximum of the salary range contingent upon Board approval.

ARTICLE 22 - EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23 - TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

ARTICLE 24 - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

Section 1. Dues Deductions: The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction. The County shall remit such funds to the Association within thirty (30) days following their deduction.

Section 2. PEOPLE Deduction: The County agrees to deduct from the wages of any employee who is a member of the Union and so elects a Public Employees Organized to Promote Legislative Equality ("PEOPLE") deduction as provided for in a written authorization. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 3. Indemnification: The County will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 4. ICEA Release Time: County will release with pay ICEA Officers, Stewards, Bargaining Team Members, or other ICEA members (maximum seven [7] employees) from their normal duties to conduct legitimate and reasonable Association business. More than seven (7) employees may be released if agreed to by the County. The Union must request, in advance, release time for all employees for said purposes, which may be denied due to the operational needs of the department. The Union shall inform the County of any new officers or representatives within two (2) weeks of any changes.

ICEA shall continue to provide to the County, by January 15 of each year, a list of meetings and board and committee members for that calendar year and coordinating with the Personnel

Department any meeting or training that will require members to be away from work in excess of three (3) hours. ICEA and Personnel will work together to assure that such meetings or training will not adversely impact departments.

Section 5. Reasonable Access: The practice will continue which allows ICEA/AFSCME Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources, provided he/she first makes arrangements with the Personnel Department, or his/her designee, to ensure such access does not unreasonably disrupt County business.

Section 6. Mailing List: County will provide the Union with current employee lists with personal mailing addresses, to provide the opportunity to correspond with all ICEA represented employees in a timely manner. This address list will be provided within two (2) weeks written notice.

Section 7. Bargaining Unit Notification: The Union shall be electronically notified of any new members of the bargaining unit as well as any bargaining unit separations, or transfers on a monthly basis. Such notice shall contain department and classification. The County shall provide the name, job title, department, work location, work, home, and personal cell phone numbers, personal email address and home address on file with the employer of any newly hired employee within thirty (30) days of the date of hire or first pay period of the month following hire. The Court also agrees to provide that information for all employees in the unit at least every one hundred and twenty (120) days.

Section 8. Orientation: The County shall distribute a copy of this MOU and the Personnel Rules to all new Bargaining Unit employees. The County will be holding orientations every other Thursday in Independence. If there are no new bargaining unit employees, the County Personnel will send an email to the Union Representative. The Union shall be given the first scheduled fifteen (15) minutes of each new employee orientation to provide the new employee(s) with official Union materials and information. The County shall ensure a Union Representative is made available for the purpose of this section.

ARTICLE 26 - FLSA EXEMPT AND REPRESENTED EMPLOYEES

Attachment A lists those classifications, which are FLSA exempt.

Attachment B lists those classifications that are represented by the Association, except as classifications may be severed in accordance with Resolution 2003-76.

ARTICLE 27 - PROBATION PERIOD

The following classifications will serve a twelve (12)-month probationary period:

- Dispatchers

ARTICLE 28 - UNIFORMS

The following uniform allowance applies only to full-time Animal Control Officers, Shelter Manager, and Shelter Attendants, who are required to wear a full uniform. Part time employees not required to wear a full uniform shall be provided required clothing by the department.

- A. The uniform allowance shall be \$800.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid per pay period in the amount of \$30.77.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the department. Normal wear and tear of clothing articles is not included.
- D. New employees only will receive a \$200.00 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$200.00 advancement is to come from the current \$800.00 annual payment, whereby a new employee's uniform allowance shall be reduced for the proration of the advance payment to \$23.08 per pay period for the first year of employment.

ARTICLE 29 - SAFETY SHOES

County shall reimburse each employee covered by this Agreement who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30 - PERFORMANCE EVALUATIONS

The County will use the performance evaluation form attached herewith as Attachment F. Challenges to the evaluation as set forth in Personnel Rules Section 8.2 (c) shall be heard by the County Administrator or neutral designee. This provision confirms the County's existing practice.

ARTICLE 31 - DRUG-FREE WORKPLACE/DEPARTMENT OF TRANSPORTATION DRUG TESTING POLICY

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo Drug will enforce the Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

ARTICLE 32 - MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 10.2.

ARTICLE 33 – EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY

The County will reimburse educational expenses in accordance with Attachment E “Employee Training and Tuition Assistance Program Policy.” The County will also continue to reimburse all costs for licenses and certifications used in the course of employment.

ARTICLE 34 - SMOKING

There shall be no smoking, vaping, or chewing of tobacco, or any use of tobacco products, in any County facility or County vehicle. Employees smoking or vaping on County property shall smoke or vape in designated smoking areas, which areas will be agreed to by the County and Association.

ARTICLE 35 - MISTAKEN OVERPAYMENTS

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment with a minimum of fourteen (14) days advanced notice. However, not more than ten percent (10%) of any such employee’s net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of ten percent (10%) to twenty-five percent (25%) being deducted from any one (1) paycheck.

ARTICLE 36 - LETTER OF REPRIMAND

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the County Administrator, or his/her neutral designee, who shall have the authority to modify or remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning or counseling.

ARTICLE 37 - AUTHORIZED AGENTS

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County
County Administrative Officer
P.O. Box N
Independence, CA 93526

- B. President
Inyo County Employees Association
P.O. Box 492
Independence, CA 93526

- C. AFSCME, District Council 57
P.O. Box 418
Independence, CA 93526

ARTICLE 38 - SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

ARTICLE 39 - NO STRIKE-NO LOCKOUT

Section 1. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services. Informational picketing, rallying, and other public action by employees that does not involve withholding or refusing to perform services, shall only be permitted before or after work, or during breaks and lunch periods.

Section 2. The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 40 - EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement which restricts the County's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel rules and policies.

ARTICLE 41 - SEPARABILITY

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE 42 - REOPENER CLAUSE





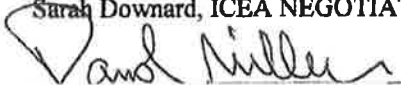

- A. The Parties agree that the County may re-open and meet and confer regarding the retiree health benefits to be provided for future employees.
- B. The Parties agree that the County may re-open and meet and confer regarding eliminating or changing the definition of A-Par, B-Par and C-Par employees to facilitate the development of a global alternative work schedule program.

ARTICLE 43 - TERM

This Memorandum of Understanding shall be in force and effect upon ratification and adoption of this MOU by both parties beginning July 1, 2021 through June 30, 2024. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 44 - RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 1st day of June, 2021.

<p>COUNTY OF INYO:</p> <p> _____ Jeff Griffiths, Chairperson</p>	<p>INYO COUNTY EMPLOYEES ASSOCIATION:</p> <p> _____ Samantha Rottner, ICEA NEGOTIATOR</p> <p> _____ Carri Coudek, ICEA NEGOTIATOR</p> <p> _____ Sarah Downard, ICEA NEGOTIATOR</p> <p> _____ David Miller, ICEA NEGOTIATOR</p> <p> _____ Jane McDonald, AFSCME Council 57</p>
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ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR PURPOSES OF OVERTIME

ADDICTION SUPERVISOR LICENSED
CHILD SUPPORT ATTORNEY
DISTRICT ATTORNEY DEPUTY
FIRST SUPERVISOR SENIOR
HAZARD MATERIALS MGR SENIOR
MITIGATION PROJECT MANAGER
NURSE PHN SUPERVISOR
NURSE SUPERVISING
PLANNING SENIOR
PLANNING TRANSPORTATION SENIOR
SCIENTIST SENIOR
SCIENTIST

ATTACHMENT B
ICEA REPRESENTED EMPLOYEES

ADDICTION COUNSELOR
ADDICTION SUPERVISOR
ADDICTION SUPERVISOR LICENSED
ADMINISTRATIVE ANALYST
AG BIOL W/M INSPECTOR SENIOR
AG BIOL WGHTS & MSRS INSPECTOR
AG CANNABIS INSPECTOR
AGRICULTURAL BIOLOGIST SUPV
AIRPORT SUPERVISOR OPERATIONS
AIRPORT TECHNICIAN
AIRPORT TECHNICIAN PART TIME
ANIMAL CONTROL OFFICER
ANIMAL CONTROL SUPERVISOR
APPRAISER
AUDITOR APPRAISER
BUILDING GROUNDS WORKER
BUILDING INSPECTOR
BUILDING INSPECTOR SENIOR
BUILDING MAINTENANCE WATER SUP
BUILDING MAINTENANCE WORKER
CAREGIVER RESIDENTIAL
CHILD ADULT SUPERVISOR
CHILD SUPPORT ATTORNEY
CHILD SUPPORT OFFICER
CIVIL OFFICER
COVID ADMINISTRATIVE ANALYST
COVID DISASTER PROGRAM MANAGER
COVID INFECTION PREVENTION SR
COVID INFECTION PREVENTIONIST
COVID PREVENTION SPECIALIST
COVID PROGRAM MANAGER
COVID RESPONSE COORDINATOR
COVID RESPONSE SPECIALIST
CUSTODIAN
DA ADMINISTRATIVE ASSISTANT
DISTRICT ATTORNEY DEPUTY
ENGINEER ASSISTANT CIVIL
ENGINEER ASSOCIATE
ENGINEER ASSOCIATE CIVIL
ENGINEERING ASSISTANT
ENVIRONMENTAL HEALTH REHS
ENVIRONMENTAL HEALTH TECH
ENVIRONMENTAL HEALTH TRAINEE
EQUIPMENT MECHANIC HEAVY
EQUIPMENT MECHANIC TRAINEE
EQUIPMENT OPERATOR HEAVY
EQUIPMENT OPERATOR LEAD

ATTACHMENT B
ICEA REPRESENTED EMPLOYEES

EQUIPMENT OPERATOR MECHANIC
EVIDENCE TECHNICIAN
FIELD TECHNICIAN
FIELD TECHNICIAN LEAD
FIRST FIVE DIRECTOR
FIRST SUPERVISOR
FIRST SUPERVISOR SENIOR
FOOD COOK
FOOD COOK SUPERVISOR
GATE ATTENDANT
GIS ANALYST
HAZARD MATERIALS MANAGER
HAZARD MATERIALS MGR SENIOR
HHS SPECIALIST
HUMAN SERVICES SUPERVISOR
HUMAN SERVICES SUPERVISOR ASST
INTEGRATED CASE WORKER
LABORATORY TECHNICIAN
LIBRARIAN
LIBRARIAN MUSEUM COORDINATOR
LIBRARY MUSEUM ASSISTANT
LIBRARY SPECIALIST
MANAGER PROGRESS HOUSE
MANAGER PROGRESS HOUSE TRAINEE
MITIGATION PROJECT MANAGER
MUSEUM CURATOR COLL & EXHIBITS
NETWORK ANALYST
NURSE PHN SUPERVISOR
NURSE PUBLIC HEALTH
NURSE REGISTERED
NURSE REGISTERED BEHAV HEALTH
NURSE SUPERVISING
OFFICE CLERK
OFFICE TECHNICIAN
OPERATIONS MANAGER TECOPA
PARK MOTORPOOL MANAGER
PARK SPECIALIST
PLANNING ASSISTANT
PLANNING ASSOCIATE
PLANNING SENIOR
PLANNING TRANSPORTATION
PLANNING TRANSPORTATION SENIOR
PREVENTION MANAGER
PREVENTION SPECIALIST
PROGRAM MANAGER
PROGRAM SERVICES ASST
PROGRAM SUPERVISOR

ATTACHMENT B
ICEA REPRESENTED EMPLOYEES

PROGRAMMER ANALYST
PROJECT COORDINATOR
PSYCHOTHERAPIST
PUBLIC ADMIN GUARD DEPUTY
PUBLIC SAFETY DISPATCHER
RE-ENTRY SERVICES COORDINATOR
REGISTERED DIETITIAN NUTRITION
RESEARCH ASSISTANT
ROAD MAINTENANCE SUPERVISOR
ROAD SHOP SUPERVISOR
SALT CEDAR MANAGER
SCIENTIST
SCIENTIST ASSOCIATE
SCIENTIST SENIOR
SECRETARY ADMINISTRATIVE
SECRETARY ADMINISTRATIVE LEGAL
SECRETARY LEGAL
SHELTER ASSISTANT
SOCIAL SERVICES AIDE
SOCIAL WORKER
SOCIAL WORKER SUPERVISOR
VEGETATION MANAGER
VETERAN SERVICES OFFICER
VETERAN SERVICES REP
VICTIM WITNESS ASSISTANT
VICTIM WITNESS COORDINATOR
WELLNESS CENTER PRG SUPERVISOR

ATTACHMENT C

Sheriff's Department – Dispatch

10:00 a.m. – 8:00 p.m. – Swing Shift

2:00 p.m. – 12:00 a.m. – Swing Shift

4:00 p.m. – 2:00 a.m. – Swing Shift

8:00 p.m. – 6:00 a.m. – Graveyard Shift

Public Works – Custodians

12:30 p.m. – 9:00 p.m. – Swing Shift

4:00 p.m. – 12:30 a.m. – Swing Shift

2:00 p.m. – 11:00 p.m. – Swing Shift

Health and Human Services – Progress House

11:30 a.m. – 9:30 p.m. – Swing Shift

9:15 p.m. – 7:15 a.m. – Graveyard Shift

**ATTACHMENT D
MISCELLANEOUS EMPLOYEES
EFFECTIVE JULY 8, 2021
4% COLA**

Range	Step A	Step B	Step C	Step D	Step E
039	2,409	2,526	2,656	2,789	2,926
040	2,461	2,582	2,712	2,852	2,994
041	2,524	2,643	2,777	2,916	3,061
042	2,577	2,700	2,841	2,987	3,131
043	2,636	2,764	2,907	3,048	3,205
044	2,699	2,832	2,978	3,127	3,285
045	2,757	2,900	3,041	3,200	3,359
046	2,816	2,970	3,108	3,272	3,439
047	2,891	3,036	3,190	3,343	3,517
048	2,965	3,099	3,257	3,429	3,592
049	3,025	3,176	3,335	3,503	3,677
050	3,094	3,253	3,413	3,580	3,764
051	3,169	3,330	3,491	3,666	3,843
052	3,243	3,400	3,576	3,750	3,940
053	3,322	3,487	3,656	3,832	4,038
054	3,392	3,570	3,740	3,925	4,127
055	3,477	3,643	3,828	4,023	4,228
056	3,562	3,732	3,917	4,114	4,321
057	3,639	3,824	4,013	4,212	4,421
058	3,726	3,911	4,103	4,312	4,533
059	3,816	4,003	4,207	4,416	4,636
060	3,908	4,099	4,305	4,524	4,747
061	3,997	4,195	4,409	4,633	4,855
062	4,093	4,300	4,517	4,733	4,977
063	4,184	4,396	4,622	4,850	5,091
064	4,289	4,500	4,721	4,970	5,211
065	4,385	4,610	4,841	5,085	5,334
066	4,489	4,716	4,959	5,202	5,464
067	4,602	4,832	5,074	5,332	5,586
068	4,714	4,951	5,197	5,451	5,728
069	4,827	5,068	5,321	5,583	5,858
070	4,943	5,194	5,450	5,726	6,012
071	5,058	5,311	5,579	5,854	6,150
072	5,180	5,444	5,710	5,990	6,292
073	5,302	5,570	5,851	6,142	6,449
074	5,432	5,703	5,986	6,289	6,604
075	5,563	5,844	6,126	6,437	6,761
076	5,695	5,979	6,284	6,597	6,925
077	5,830	6,118	6,430	6,753	7,088
078	5,971	6,263	6,581	6,910	7,255
079	6,110	6,419	6,737	7,073	7,431
080	6,259	6,576	6,908	7,250	7,613
081	6,407	6,736	7,069	7,426	7,792
082	6,575	6,895	7,245	7,607	7,984
083	6,736	7,069	7,426	7,785	8,184
084	6,902	7,245	7,607	7,984	8,389
085	7,071	7,426	7,785	8,184	8,597
086	7,246	7,607	7,984	8,389	8,807
087	7,427	7,785	8,184	8,597	9,020
088	7,611	7,984	8,389	8,807	9,248
089	7,802	8,184	8,597	9,020	9,476
090	7,993	8,389	8,807	9,248	9,718
091	8,190	8,597	9,020	9,476	9,953
092	8,394	8,807	9,248	9,718	10,204
093	8,605	9,020	9,476	9,953	10,452
094	8,810	9,248	9,718	10,204	10,714
095	9,027	9,476	9,953	10,452	10,986
096	9,256	9,718	10,204	10,714	11,255
097	9,483	9,953	10,452	10,986	11,529
098	9,722	10,204	10,714	11,255	11,820
099	9,957	10,452	10,986	11,529	12,110

ATTACHMENT D
PART TIME EMPLOYEES - EIGHT HOUR
EFFECTIVE JULY 8, 2021
4% COLA

Range	Step A	Step B	Step C	Step D	Step E
039	13.89600	14.57400	15.32400	16.09200	16.87800
040	14.19600	14.89800	15.64800	16.45200	17.27400
041	14.56200	15.24600	16.02000	16.82400	17.65800
042	14.86800	15.57600	16.39200	17.23200	18.06600
043	15.21000	15.94800	16.77000	17.58600	18.49200
044	15.57000	16.33800	17.17800	18.04200	18.95400
045	15.90600	16.72800	17.54400	18.46200	19.38000
046	16.24800	17.13600	17.92800	18.87600	19.84200
047	16.68000	17.51400	18.40200	19.28400	20.29200
048	17.10600	17.88000	18.79200	19.78200	20.72400
049	17.45400	18.32400	19.24200	20.20800	21.21600
050	17.85000	18.76800	19.69200	20.65200	21.71400
051	18.28200	19.21200	20.14200	21.15000	22.17000
052	18.70800	19.61400	20.62800	21.63600	22.72800
053	19.16400	20.11800	21.09000	22.11000	23.29800
054	19.57200	20.59800	21.57600	22.64400	23.80800
055	20.05800	21.01800	22.08600	23.20800	24.39000
056	20.55000	21.52800	22.59600	23.73600	24.93000
057	20.99400	22.06200	23.15400	24.30000	25.50600
058	21.49800	22.56600	23.67000	24.87600	26.15400
059	22.01400	23.09400	24.27000	25.47600	26.74800
060	22.54800	23.64600	24.83400	26.10000	27.38400
061	23.05800	24.20400	25.43400	26.73000	28.00800
062	23.61600	24.81000	26.05800	27.30600	28.71600
063	24.13800	25.36200	26.66400	27.97800	29.37000
064	24.74400	25.96200	27.23400	28.67400	30.06600
065	25.29600	26.59800	27.93000	29.33400	30.77400
066	25.89600	27.21000	28.60800	30.01200	31.52400
067	26.55000	27.87600	29.27400	30.76200	32.22600
068	27.19800	28.56600	29.98200	31.44600	33.04800
069	27.84600	29.23800	30.69600	32.20800	33.79800
070	28.51800	29.96400	31.44000	33.03600	34.68600
071	29.17800	30.64200	32.18400	33.77400	35.47800
072	29.88600	31.41000	32.94000	34.56000	36.30000
073	30.58800	32.13600	33.75600	35.43600	37.20600
074	31.33800	32.90400	34.53600	36.28200	38.10000
075	32.09400	33.71400	35.34000	37.13400	39.00600
076	32.85600	34.49400	36.25200	38.05800	39.95400
077	33.63600	35.29800	37.09800	38.95800	40.89000
078	34.44600	36.13200	37.96800	39.86400	41.85600
079	35.25000	37.03200	38.86800	40.80600	42.87000
080	36.10800	37.93800	39.85200	41.82600	43.92000
081	36.96600	38.86200	40.78200	42.84000	44.95200
082	37.93200	39.78000	41.79600	43.88400	46.06200
083	38.86200	40.78200	42.84000	44.91600	47.21400
084	39.82200	41.79600	43.88400	46.06200	48.39600
085	40.79400	42.84000	44.91600	47.21400	49.59600
086	41.80200	43.88400	46.06200	48.39600	50.80800
087	42.84600	44.91600	47.21400	49.59600	52.03800
088	43.90800	46.06200	48.39600	50.80800	53.35200
089	45.01200	47.21400	49.59600	52.03800	54.67200
090	46.11600	48.39600	50.80800	53.35200	56.06400
091	47.25000	49.59600	52.03800	54.67200	57.42000
092	48.42600	50.80800	53.35200	56.06400	58.87200
093	49.64400	52.03800	54.67200	57.42000	60.30000
094	50.82600	53.35200	56.06400	58.87200	61.81200
095	52.08000	54.67200	57.42000	60.30000	63.37800
096	53.40000	56.06400	58.87200	61.81200	64.93200
097	54.70800	57.42000	60.30000	63.37800	66.51600
098	56.08800	58.87200	61.81200	64.93200	68.19000
099	57.44400	60.30000	63.37800	66.51600	69.86400

**PART-TIME EMPLOYEES - SEVEN HOUR
EFFECTIVE JULY 8, 2021
4% COLA**

Range	Step A	Step B	Step C	Step D	Step E
042P7	16.97905	17.79337	18.73871	19.67471	20.65752
044P7	17.78401	18.69194	19.61855	20.62944	21.65902
050P7	20.64006	21.67205	22.75563	23.89344	25.08811
051P7	20.89153	21.93050	23.02561	24.17688	25.34688

This salary table is for use with two current 7 hour part-time employees.
Once the positions are vacated this salary table will be deleted.

ATTACHMENT E

EMPLOYEE TRAINING, CONTINUING EDUCATION, AND TUITION ASSISTANCE PROGRAM POLICY

STATEMENT OF POLICY

It is the policy of the County of Inyo to encourage training, self-improvement and personal development programs for employees which includes three (3) general categories: on-the-job training; continuing education, and tuition assistance programs. In its discretion, the County may provide limited financial assistance in the form of tuition assistance loans for a given employee's participation in an education program.

ON-THE-JOB TRAINING

Responsibility for developing and assigning on-the-job training programs for employees shall be assumed jointly by the Department Head, Personnel staff, and the employee's supervisor. Such training may include demonstration, assignments of reading matter, lecture courses; seminars, conferences, and/or training courses inside and outside the workplace, or such other devices as may be available for the purpose of improving the effectiveness in broadening the knowledge of employees in the performance of their respective duties. All on-the-job training shall be assigned or otherwise approved in advance by the County and the cost of on-the-job training will be paid by the County.

CONTINUING EDUCATION

Employees who, as a job requirement of their current employment, must utilize certifications or licenses which require renewal or continuing education will have the cost of doing so paid by the County. The time associated with participating in the continuing education program will count as time worked. The continuing education program, course, or class required to renew certificate or license, and associated use of time and travel expense, must be approved in advance by the County, and are expected to be planned in advance of the deadline for acquiring them, and achieved using the most cost-effective means available. The County will not provide reimbursement for continuing education activities and associated costs not approved in advance by the County. Nothing in this policy shall be construed as limiting an employee's ability to select and attend a continuing education program, certificate, license renewal course, or class of his or her choice, at their expense and on their time.

TUITION ASSISTANCE

Personal and professional development of employees can be beneficial to both employees and the County. In this regard, the County understands that some employees on their own initiative and on their own time (outside of work), may wish to voluntarily pursue advanced education programs leading to college degrees, certificates, or professional licenses. Although pursuit of such education programs is not mandated by the County for employees, the County recognizes that an employee's attainment of a degree, certificate, or professional license that is not a job

requirement for their current employment may be a benefit to the County. As such, in accordance with eligibility criteria described below and subject to available funding, the County may provide limited financial assistance to employees in the form of tuition assistance loans that may be satisfied over time through continued County employment.

ELIGIBILITY FOR TUITION ASSISTANCE

To be considered for the Tuition Assistance Program, an individual must be a full-time employee and have received a performance evaluation of "Meet Standards", "Exceeds Standards", or "Exemplary" during the most recent rating period. Probationary employees are generally not eligible to be considered for tuition assistance except in the case of probation due to promotional reclassification. The County Administrator/Personnel Director may make exceptions, in his/her sole discretion based upon the potential benefit to the County, for newly hired employees who are already participating in an advanced education program.

In addition, the advanced education program or course(s) must be employment related, a benefit to the County, and be provided through an accredited educational institution. Conferences, conventions, seminars, workshops, short courses, etc. are not eligible for Tuition Assistance Program. Attendance at these types of events will typically be handled at the department level. Programs in specific courses of study that do not result in a degree or certificate may be pursued on a case-by-case basis through on-the-job training.

The advanced education program or course(s) must be pursued on the employee's personal time and shall not interfere with the employee's normal workday, and is not considered compensable time. Any scheduling impacts with the employee's job related duties and responsibilities must have prior approval from the employee's supervisor or Department Head, and utilize compensatory time off (or accrued leave other than sick leave) or a flexed work schedule.

APPLICATION PROCESS AND ASSISTANCE PLAN

1. PRE-APPROVAL REQUIREMENT

To participate in the Tuition Assistance Program, an employee must be accepted into the course of study for which he/she is seeking tuition assistance, complete an application provided by the Personnel Office, and submit the completed and signed application to the Department Head. The Department Head reviews the application, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee's current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head may consult with the County Administrator/Personnel Director regarding County needs, if necessary.

Regardless of his or her recommendation, the Department Head must forward the employee's completed application for the Tuition Assistance Program to the County Administrator/Personnel Director who, in his or her sole discretion, will determine the employee's eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the

employee's participation in the Tuition Reimbursement Program and the associated level of reimbursement based on available funding in the selected course of study.

If an employee is pursuing a degree program, the entire course of study must be submitted as part of the application. Only those courses within the degree program that are employment related, as determined by the County Administrator /Personnel Director, are eligible to be considered for assistance. Required versus elective courses will be taken into account in this evaluation. Advanced degrees beyond the Masters level are not eligible for this program.

2. CRITERIA

a. Employment Related

Eligibility for tuition assistance will be primarily based on the relevance for the employee's duties and responsibilities at the County, in the context of how the course of study will improve the employee's knowledge or skills as it relates to his/her current position, or to prepare him/her for a higher position within the organization. Course electives which are part of the degree program curriculum, and are chosen by the employee, and are relevant to the employee's current duties and responsibilities and/or professional development as a County employee, may be considered for assistance. The final decision on eligibility for assistance and acceptance into the program will be made by the County Administrator/Personnel Director in his/her sole discretion.

b. Assistance (Loan Agreement)

Once accepted in the Tuition Assistance Program, an employee will be eligible to enter into a tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. Among other things, the agreement will provide for the County to loan the employee money toward agreed-upon tuition expenses up to a maximum dollar amount specified in the agreement and within the maximum rates/schedule specified by this Policy. Among other things, the agreement will specify the interest rate applicable to the loan, the term for repayment, and the minimum monthly payments which shall be forgiven under the terms of the agreement for each month that the employee remains employed with County, beginning with the first month thereafter the employee draws upon the loan as described below. The employee will be permitted to draw down funding from the authorized loan amount over time toward approved tuition expenses after submission of satisfactory evidence that the course work associated with the tuition has been successfully completed with at least a grade of C, and provided that the employee has a minimum 2.0 GPA, at an accredited educational institution. Grades are determined by the educational institution. Subject to the maximum rate/schedule set forth in this Policy (see below) and the maximum dollar amounts of individual loan agreements, loan funds can potentially cover up to one hundred percent (100%) of tuition, however, no loan funds will be made available for any course which the employee has not received a minimum C grade (i.e. not C minus or lower). Additionally, the classes taken on an audit basis are not eligible for tuition assistance.

c. Assistance Rate/Schedule

1. *Link to State University Fee*- The maximum amount of loan agreement funds that will be made available for tuition will be set at the highest cost per unit at inland California State University campuses within the Southern California area. Currently, these

campuses include: Bakersfield, Dominguez Hills, Fresno, Fullerton, Los Angeles, Northridge, Pomona and San Bernardino. The Personnel Office will monitor the State University fee annually to ensure that the assistance rate is current in determining the per unit cost of tuition, the tuition cost for up to six units will be divided into the total cost (for example, the FY 2016-2017 Tuition is \$3,174 for up to six units, the per unit cost is \$529 per unit.)

2. *Subject to Available Funding* - Tuition Assistance Program funding will be limited to the Program budget approved by the Inyo County Board of Supervisors as part of the annual County Budget process. Generally, dollars budgeted for each fiscal year will be available on a first-come, first-served basis, with existing tuition loan agreements being prioritized for funding over new applications. In accordance with the terms and conditions specified in the tuition loan agreement, the County will determine the amount of budgeted funds available in a given fiscal year for the employee to draw against for approved tuition expenses, and will earmark (reserve) a portion of the budgeted funds for that purpose.

3. *Grants/Scholarships* - If an employee receives assistance for approved educational classes/programs under the Veterans Administration, other federal/state student aid programs or public grants/scholarships, only the difference, if any, between such assistance and the cost the employee actually incurs, subject to the criteria established for maximum reimbursement, will be eligible for County assistance under this Policy.

4. *Use of Funds* - The purpose of the Tuition Assistance Program is to fund a portion of the cost of tuition for an approved course of study at an accredited institution. However, to the extent that the County Tuition Assistance Program funds are drawn down upon the completion of an approved course of study or discrete class, with a qualifying grade, and in accordance with the approved program application, the maximum rate/schedule specified by this Policy, and the tuition loan agreement, the employee may, in his/her sole discretion, apply funds to the cost of books, materials, supplies, fees for entrance to a university program, or similar expenses.

STEPS FOR PARTICIPATING IN TUITION ASSISTANCE PROGRAM

1. Employee completes a County provided Tuition Assistance Program application and submits it to the Department Head for review. The employee must submit the application to participate in the Tuition Assistance Program for review at least sixty (60) days prior to the beginning of the course of study, but no sooner than the first day of April preceding the fiscal year for which application is being made to the Tuition Assistance Program. As provided for in the Tuition Assistance Program application, the employee must provide a detailed explanation of the course(s) and how the degree and/or course(s) related to the employee's professional development benefit the County of Inyo.

2. The Department Head reviews a signed application for completeness, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee's current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head will consult with the County Administrator/Personnel Director regarding County needs, if necessary. Regardless of his or her recommendation, the

Department Head forwards the signed and completed application to the County Administrator/Personnel Office for review and consideration.

3. Upon receiving complete applications, including the Department Head's recommendation, the County Administrator/Personnel Office will consider applications on a first-come first-served basis and, in his or her sole discretion will determine the employee's eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the employee's participation in the Tuition Reimbursement Program and the associated level of reimbursement based on available funding and selected course of study.

4. Approval or modified approvals of applications for participation in the Tuition Assistance Program will be conditioned on budget availability, and final approval may not be made until adoption of the Final County Budget for the fiscal year in which application to the Tuition Assistance Program is made. Funding will be allocated in the order in which approved or modified applications were received. However, in the event that the number of applications received exceeds the available funding if all were fully funded, funding may be based on those applications that are deemed to provide the greatest potential benefit to the County and may be funded on a limited term basis (e.g. a semester as opposed to a degree program.) Employees already enrolled in an approved degree program in the prior year's Tuition Assistance Program, which maintain a 2.0 or higher GPA will be given top priority for continued funding (based on seniority in the Tuition Assistance Program) if their application is received by April 1 preceding the fiscal year for which application for continued participation in the Tuition Assistance Program is made.

5. Once accepted in the Tuition Assistance Program, the employee will be eligible to enter into the tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. See the discussion above under "application process."

6. Upon successful completion of a course that has been approved for tuition assistance under the Program and pursuant to their tuition loan agreement, the employee forwards a copy of their official grade reports, and original tuition receipts to the Personnel Office with a request to draw down their loan. The employee must submit, with each grade report, a separate tuition assistance (loan) approval/acceptance form per semester, trimester or quarter.

7. Request to draw against the loan amount specified in an employee's tuition loan agreement for an approved course must be submitted by the employee within three (3) months after completion of the course(s), but not later than the 31st day of July following the fiscal year in which the course was successfully completed. Request to draw against the loan amount specified in the employee's tuition loan agreement which are submitted after the three (3) month specified deadline, or after July 31st, whichever is less, will not be considered or approved by the Personnel Office.

JOHN H. DOE
Anniversary



08/01/2016 - 07/31/2017

**COUNTY OF INYO
PERFORMANCE EVALUATION**

General Information

Employee: JOHN H. DOE
Position: OFFICE TECHNICIAN I
Department: ASSESSOR
Supervisor: Jane M. Smith
Type of Review: Anniversary
Review Period: 08/01/2016 to 07/31/2017

Rating Information

Overall Rating:	3.84	Exceeds Standards	4.50+	Exemplary
Section I Rating:	3.67	Exceeds Standards	3.50 - 4.49	Exceeds Standards
Section II Rating:	3.46	Meets Standards	2.50 - 3.49	Meets Standards
Section III Rating:	3.80	Exceeds Standards	Less than 2.50	Does Not Meet Standards

ATTACHMENT G
COUNTY OF INYO
INTERVIEW RATING FORM

APPLICANT: _____ DATE: _____

POSITION: _____ DEPARTMENT: _____

	Point Value (Standard)	Point Value (Department)	Rater Score	Comments
Employment Application Completed accurately and clearly	5			
Education/Training Does the candidate meet the educational and/or training criteria necessary for this position? Does the candidate demonstrate thorough and current knowledge of profession or position?	25			
Work Experience Does the candidate possess the required work experience to be successful in this position? Length of employment in prior jobs?	25			
Communication Skills Does the candidate have communication skills that are appropriate to this position? Is the candidate able to understand implications of questions and to make clear and direct replies and ideas?	25			
Written Exam Score/Other Applicable Skills and/or Abilities Does the candidate have other skills and abilities necessary to be successful in this position?	10			
Physical Appearance/Demeanor Is the candidate's behavior and appearance appropriate to this position? Poise, tact, neatness, grooming, maturity. Does the candidate present a positive attitude toward the duties and responsibilities of the position?	10			
Other (Determined by Department Head):				
TOTAL points	100			OVERALL RATING: (To be completed by Personnel Staff)

If DD214 rec'd, add 4 additional points

Final Rating

Standard Rating is Personnel-recommended point value. Department Heads have the ability to change the standard rating based upon departmental need and position being rated. Departmental changes in point values **MUST BE RECEIVED BY THE PERSONNEL OFFICE, ALONG WITH CATEGORIZED INTERVIEW QUESTIONS, NO LATER THAN 48 HOURS PRIOR TO THE INTERVIEW DATE.**

Raters are to give each candidate a final numerical rating. A passing score can be any rating between 70 and 100 points. Overall rating will be based on a combined average of all scores. Below are scoring bands that act as a guide for determining your final rating.

- An overall rating of 90 to 100 points is **OUTSTANDING**.
- An overall rating of 80 to 89 points is **ABOVE SATISFACTORY**.
- An overall rating of 70 to 79 points is **SATISFACTORY**.
- An overall rating of 69 or fewer points is **UNSATISFACTORY**.

RATER'S SIGNATURE: _____

**COUNTY OF INYO
PANEL INTERVIEW**

**INSTRUCTIONS TO PANEL MEMBERS –
INTERVIEW RATING FORM**

The rating form for each candidate is designed to be compatible with the structured interview used by this panel and to provide the rater with a maximum amount of flexibility in recording reactions to the candidate. The entire form should be completed during and/or immediately following the interview. This will determine the overall rating following each interview.

Rating System:

An overall rating of Unsatisfactory (69 points or fewer) indicates a rater judgment that the candidate did not demonstrate the necessary knowledge or abilities required to successfully perform the essential functions of the position based on the criteria being evaluated.

An overall rating of Satisfactory (70 to 79 points) indicates a rater judgment of candidate competency to perform the essential functions of the position and a prediction of satisfactory performance of the position based on the criteria being evaluated.

An overall rating of Above Satisfactory (80 to 89 points) indicates a rater judgment of above adequate predicted performance of the position based on the criteria being evaluated.

An overall rating of Outstanding (90 to 100 points) indicates a rater judgment of advanced knowledge or ability level for the position and a prediction of outstanding performance of the position based on the criteria being evaluated.

760-878-0377- Office 760-878-0465- Fax	 COUNTY OF INYO APPLICATION FOR EMPLOYMENT	RETURN TO: Inyo County Personnel 224 N. Edwards St. P. O. Box 249 Independence, CA 93526
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NAME: (LAST, FIRST, MIDDLE INITIAL) _____	POSITION APPLIED FOR (please submit one application per position): _____
--	---

MAILING ADDRESS (Street, City & Zip): _____	DATE: _____
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DO YOU HAVE A DRIVER'S LICENSE NOW? <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, WHAT KIND: <input type="checkbox"/> Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C	PHONE: _____	EMAIL: _____
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Have you previously been employed by Inyo County? Yes No
 Are you a CalPers Retiree? Yes No

List any family members employed by Inyo County: _____

Were you in the U.S. Armed Forces? Yes No
 If requesting veteran's preference, you must attach a copy of your DD214 prior to the final filing date.

BRANCH _____ **from** _____ **to** _____

COMPLETE ONLY IF THE POSITION YOU ARE APPLYING FOR STATES AN AGE REQUIREMENT: Birthdate : MO. _____ DAY _____ YEAR _____

Do you need reasonable accommodation to take an interview or written test? Yes No

Were you ever discharged, released during probation, or have you resigned under pressure or unfavorable circumstances from any employment? Yes No
 If yes, explain: _____

EDUCATION:
Highest grade completed:

HIGH SCHOOL	COURSE	GRADUATED
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> GED
JUNIOR COLLEGE/COLLEGE	MAJOR UNITS	DATE GRAD. DEGREE
UNIVERSITY/GRADUATE SCHOOL	MAJOR UNITS	DATE GRAD. DEGREE

PROFESSIONAL LICENSES OR REGISTRATIONS HELD:

COMPUTER KNOWLEDGE:

DO YOU SPEAK ANY LANGUAGE OTHER THAN ENGLISH? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, WHICH ONE? _____
WILL YOU ACCEPT TEMPORARY WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No	WILL YOU ACCEPT PART-TIME WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No

LIST APPRENTICESHIP, TRADE, VOCATIONAL, BUSINESS SCHOOL, MANPOWER TRAINING OR ANY OTHER SPECIAL TRAINING YOU HAVE HAD INCLUDE TYPE, WHERE ACQUIRED, DATES AND WHETHER COMPLETED SUCCESSFULLY.

LIST ANY VOLUNTEER SERVICE THAT MAY BE RELATED TO THE POSITION FOR WHICH YOU ARE APPLYING. (LIST IN DETAIL - USE ADDITIONAL PAGES IF NECESSARY)

CERTIFICATE OF APPLICANT (Read carefully before signing-Application must be signed in order to be eligible)
I hereby certify that all statements made in this application are true, and I agree and understand that any misstatement of material facts herein will cause forfeiture on my part of any employment as an employee in the service of the County of Inyo. I further give permission to thoroughly investigate my references, work record, education and other matters related to my suitability for employment and authorize disclosure of any and all information related to my work records, without giving me prior notice of such disclosure. In addition I hereby release Inyo County, my former employers, and all other persons from any and all claims, demands, or liabilities arising out of or in any way related to such disclosure. I further agree to be fingerprinted, to submit to a complete medical examination by a County physician, upon employment, to furnish such proof of age and citizenship as may be directed.

Signature _____

DO NOT WRITE IN THIS BLOCK - COMPLETE EMPLOYMENT RECORD ON REVERSE

Written: _____	Interview Date: _____	Interview Time: _____
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ALL INFORMATION CONTAINED ON OR ATTACHED TO THE EMPLOYMENT APPLICATION IS CONSIDERED CONFIDENTIAL INFORMATION AND IS NOT SUBJECT TO PUBLIC DISCLOSURE WITHOUT THE CANDIDATE'S EXPRESSED PERMISSION.

EMPLOYMENT RECORD: Beginning with your present or most recent job, show a complete record of your employment. Describe in detail any aspects of your experience or activities that are particularly appropriate for the position for which you are applying. You may not submit resume in lieu of completing the Employment Record form. We will evaluate your qualifications based solely on the information entered into the Employment Record form. It is not acceptable to complete the application with statements like "See/Refer to resume" or "See attached".

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS			REASON FOR LEAVING
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME			PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS			REASON FOR LEAVING
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME			PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS			REASON FOR LEAVING
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME			PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS			REASON FOR LEAVING
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME			PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>

Use additional sheets if necessary to continue your employment history or to describe in greater detail any aspects of your experience or activities that are particularly appropriate for the position for which you are applying.

Inyo County Personnel Department
Employment Application Form – Page 3

THIS PORTION OF THE APPLICATION IS NOT AVAILABLE TO AN INTERVIEW BOARD

AN EQUAL OPPORTUNITY-AFFIRMATIVE ACTION EMPLOYER - Please help us comply with the state and Federal law by completing this section. While you are not required to complete this section, you should know that if you leave it blank we have the right to enter data for this purpose based upon our visual assessment. To demonstrate that we meet equal employment opportunity requirements, periodically we must report statistical information about applicants and employees to the California and United States Governments. This information will be kept separate and confidential and will not be used in any unlawful way to make any employment decision. The County of Inyo is an Affirmative Action Employer.

NAME OF APPLICANT _____

DATE _____

TITLE OF POSITION APPLIED FOR _____

Date of Birth ____/____/____

Drivers License: State _____ Number _____

Social Security Number: _____

Email Address: _____

Please answer below based upon how you are known in your community. We understand that it may be difficult to choose single ethnic identity if you have a multicultural heritage. Nevertheless to comply with legal guidelines, we would like you to choose only one.

Check Appropriate Box: Male Female Non-Binary

8 WHITE (not of Hispanic Origin): All persons not classified into one of five specific ethnic minority categories that follow.

2 BLACK (not of Hispanic origin): All persons having origin in any of the black racial groups.

7 HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or another Spanish culture or origin, regardless of race.

1 ASIAN or Pacific Islanders other than Filipinos
All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Pacific Islands. For example, includes China, Japan, Korea, Samoa, the Indian Subcontinent and the Middle East.

3 FILIPINO All persons having origins in the peoples of the Philippine Islands.

5 AMERICAN INDIAN or Alaskan Native. All persons having origins in any of the original peoples of North America.

ALL INFORMATION CONTAINED ON OR ATTACHED TO THE EMPLOYMENT APPLICATION IS CONSIDERED CONFIDENTIAL INFORMATION AND IS NOT SUBJECT TO PUBLIC DISCLOSURE WITHOUT THE CANDIDATE'S EXPRESSED PERMISSION.

EMPLOYMENT RECORD: CONTINUATION SHEET

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME			
		PART-TIME <input type="checkbox"/>	FULL-TIME <input type="checkbox"/>

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME			
		PART-TIME <input type="checkbox"/>	FULL-TIME <input type="checkbox"/>

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME			
		PART-TIME <input type="checkbox"/>	FULL-TIME <input type="checkbox"/>

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME			
		PART-TIME <input type="checkbox"/>	FULL-TIME <input type="checkbox"/>

Use additional sheets if necessary to continue your employment history or to describe in greater detail any aspects of your experience or activities that are particularly appropriate for the position for which you are applying.