

# *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 Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 19<sup>th</sup> day of *August* 2014 an order was duly made and entered as follows:

CAO-Personnel/ EOAA  
MOU

Moved by Supervisor Kingsley and seconded by Supervisor Arcularius to approve the August 19, 2014 through September 30, 2016 Memorandum of Understanding between the County of Inyo and the elected officials Assistant Association (EOAA); and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 19<sup>th</sup>

ay of August 2014



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

By:

*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

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CAO _____
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DATE: August 28, 2014

**COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF INYO  
AND THE ELECTED OFFICIALS ASSISTANTS ASSOCIATION**

**August 19, 2014 – September 30, 2016**

**ARTICLE 1. RECOGNITION**

The County of Inyo (hereinafter called the "County") has recognized the Elected Officials Assistants Association (hereinafter called the "Association") 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.*, when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed. 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 the Resolution 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 Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

**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. 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 of provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

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

#### **ARTICLE 4. PERSONNEL RULES AND REGULATIONS**

The Personnel Rules are hereby incorporated by reference and Attachment E.

#### **ARTICLE 5. MEMBERSHIP**

The Association represents the following positions:

Assistant District Attorney  
Assistant Auditor/Controller  
Assistant Treasurer/Tax Collector  
Assistant Assessor  
Assistant Clerk/Recorder

#### **ARTICLE 6. MERIT SYSTEM MEMBERSHIP**

Those positions represented by the Association shall remain part of the County Merit System, with the terms and conditions of their employment covered by the Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding.

#### **ARTICLE 7. SALARIES**

**Section 1.** The positions represented by the Association are flat salaried positions and are not subject to a career ladder or step increases.

**Section 2.** Salaries for employees represented by EEOA shall be paid in accordance with Attachment A. County will provide the following COLA'S:

May 2014: 2% COLA effective May 8, 2014, which is the first full pay period in May  
July 2014: 2% COLA effective July 3, 2014, which is the first full pay period in July.  
July 2015: 2% COLA effective July 2, 2015, which is the first full pay period in July.

**Section 3.** 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%

#### **ARTILCE 8. BENEFITS**

**Section 1.** The County shall maintain the existing health, dental, vision and life insurance.

**Section 2.** County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.

**Section 3.** County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.

**Section 4.** County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.

**Section 5.** 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

**Section 6.** Except as specified herein, the represented employees shall receive all benefits as provided for in the Personnel Rules and Regulations.

#### **ARTICLE 9. RETIREMENT PROVISION**

**Section 1.** County agrees to provide 2% at 55 full formula PERS retirement for all represented employees.

**Section 2.** County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.

**Section 3.** Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deduction.

**Section 4.** PERS benefits to represented employees shall consist of:

- a. Final compensation to be based on highest one year salary;
- b. Include post-retirement survivor allowance;
- c. Allow 260 days of accrued sick leave to be added to service credit;
- d. Employer Paid Member Contribution (EPMC)
- e. All other provisions as amended in the County PERS contract.

**Section 5.** Any new employee hired after January 2013 will be hired under the new PERS formula 2% at 62; and,

- The highest year will be based on the 3 highest years of service
- The employee will be required to pay the member's contribution at the rate stated in the Inyo County PEPRA contract. Currently 6.50%.

**ARTICLE 10. ADMINISTRATIVE HOURS**

**Section 1.** The County shall grant employees 24 hours of Administrative hours each calendar year.

**Section 2.** Administrative hours will be granted each January 1 and must be exhausted by the following December 31. Administrative hours will not accrue from one calendar year to the next, with the following exception.

**Section 3.** Administrative hours will not be paid should an employee terminate, for any reason, from County services.

**Section 4.** An employee requesting administrative hours shall give a minimum of 48 hours' notice to his/her supervisor. A request to take the leave may be denied due to the operational needs of the employee's department.

**Section 5.** New employees, upon appointment, shall be granted a prorated number of Administrative hours as follows:

April 1 through September 30.....2 Days  
October 1 through December 31.....1 Day

**Section 6.** If there are any proposed changes to administrative leave provisions for any other groups (except Department Heads) during the term of the agreement, the County and EOAA shall re-open negotiations on this item only, for the sole purpose of possible improvements to this benefit.

**ARTICLE 11. ELEVATION TO ELECTED OFFICE**

In the event a represented employee is selected to fill a vacancy in an office of an elected official or is elected to the County office for which the employee is the Assistant, the represented employee may carry over to the new position up to 260 days of sick leave for the sole purpose of converting such sick leave at the time of the employee's retirement. Should the employee leave office without retiring, the sick leave carried over will be lost and not subject to being restored (in the case of the employee returning to a County merit system position) or cashed out.

**ARTICLE 12. DISCIPLINE AND GRIEVANCES**

Except as provided herein, all disciplinary matters and grievances shall be governed by Article XII and XIII of the Personnel Rules and Regulations.

### **ARTICLE 13. PROFESSIONAL LICENSES AND ORGANIZATIONS**

The County shall pay for any mandatory professional licenses required for any represented employee to perform his or her job duties.

### **ARTICLE 14. EXEMPT EMPLOYEES**

The Association agrees that all of its represented positions are exempt from overtime and compensatory time off compensation under the Fair Labor Standards Act.

### **ARTICLE 15. ELEVATED TO ELECTED OFFICIAL**

In the event an Elected Office is vacated by an Elected Official, a represented employee temporarily assigned the duties of that Elected Official shall have his/her gross PERSable salary increased to the amount the Elected Official received when the office was vacated. Such increase shall be paid beginning the date the office was vacated until the vacancy is filled by either the Board of Supervisors or an election, whichever is earlier.

### **ARTICLE 16. AUTHORIZED AGENTS**

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

- a. County Administrative Officer  
P.O. Box "N"  
Independence, CA 93526
- b. President  
Elected Officials Assistants Association  
Independence, CA 93526

### **ARTICLE 17. 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, 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 18. 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.

**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 19. 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 Chief 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 20. SEVERABILITY**

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 21. WAIVER**

**Section 1.** The parties mutually agree that, except as specifically provided herein, neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations or mediation leading thereto and irrespective of whether or not such matters

were discussed or were even within the contemplation of the parties hereto during the negotiations or mediation leading to this MOU.

**Section 2.** The parties shall reopen any provision of this MOU 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 MOU in order to comply with state or federal laws.

**Section 3.** The parties acknowledge that this MOU shall not be in force or effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

**ARTICLE 22. MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding shall be in force and effect from August 19, 2014 through September 30, 2016. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

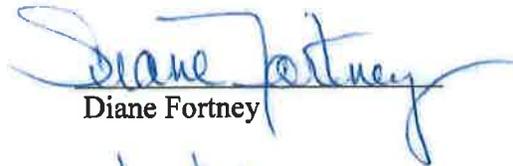
**ARTICLE 23. RATIFICATION AND EXECUTION**

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 19<sup>th</sup> day of August 2014

**County of Inyo**

**Elected Assistant Officials**

  
Rick Pucci, Chairperson

  
Diane Fortney

8-19-14  
Date

8/12/14  
Date

**Attachment A**  
**Elected Officials Assistant Association**

<b>Assistant Assessor</b>	<b>\$6,074</b>
<b>Assistant Auditor</b>	<b>\$6,074</b>
<b>Assistant Clerk/Recorder</b>	<b>\$6,074</b>
<b>Assistant District Attorney</b>	<b>\$8,974</b>
<b>Assistant Treasurer/Tax Collector</b>	<b>\$6,074</b>

## **ATTACHMENT B**

### **Definitions**

**Career Ladder.** A career ladder is a term used to define movement through a job series (e.g., Office Clerk I, II, III) as the employee acquires additional skills, responsibilities and experience. Job titles or positions within a job series constitute distinct classifications

## **ARTICLE IV**

### **CLASSIFICATION PLAN**

**4.1 Preparation, Adoption and Amendment.** The County Administrator shall ascertain and record the duties and responsibilities of all County positions in the classified service for inclusion in the classification plan. The classification plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class, and that the same schedules of compensation shall apply to all positions in the same class. Each classification shall have a written specification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills.

The classification plan may be amended or revised, as required. At a minimum, the County agrees that it shall review the classification plan every 5 to 7 years, counting from the effective date of this amendment to this section. As part of its review, the County shall consult with the bargaining units to identify classifications within the prevue of the bargaining unit(s) that the bargaining units believe should be evaluated for re-classification. As part of its review, the County shall also meet with the bargaining units to share the results of the classification review and any recommendations it plans to make, if any, to the affected classifications.

**4.2 Allocation of Positions.** Positions shall be as approved by the Board of Supervisors in the annual budget (Authorized Staffing). Department heads shall not appoint persons to a position, which is not approved. The County Administrator shall approve the appointment of employees to positions in the classification plan. Only allocated positions which have been approved by the Board may be filled, except that emergency and 1-15.99 part-time positions, temporary positions, seasonal position may be approved and filled by the County Administrator without prior Board approval.

**4.3 New Positions.** When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a class of position, unless otherwise provided by these Rules.

**4.4 Reclassification.** Except in limited circumstances, the County intends the classification plan review process described in Section 4.1 to be the mechanism by which positions are reclassified. However, the County recognizes that the duties of positions may change unexpectedly and substantially between classification plan review periods due to changes in the County Code, policies, or programs, or State or Federal laws and regulations. This section is intended to delineate the circumstances and procedures by which positions may be reclassified between classification plan review periods. This section is not intended to provide for the reclassifications of positions which have been changed substantially over time so as to require reclassification, as this will be accomplished through the periodic classification review process described in Section 4.1. Furthermore, reclassification, as described in this section, shall not be used for the purpose of avoiding rules governing demotions or promotions, nor shall it be used to allow or ratify a department head routinely working employees out-of-class or otherwise altering the department's Authorized Staffing as determined through the County's budget process. Should the duties of a position change over time, the department head may request the reclassification of the position during the periodic compensation plan review process. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor shall they be used to reclassify positions within a job series with specific career ladders.

In order for a position to be considered for reclassification outside of the classification review period described in section 4.1, the department head must demonstrate in writing and, if provided, on a form prescribed by the Personnel Director:

1. The need for the reclassification is urgent, and cannot wait for the next countywide classification plan review; and,
2. The need for the reclassification is the result of a change in County Code, policy or program, approved by the Board of Supervisors, and the department head clearly informed the County Administrator and Board of Supervisors that the proposed change in County Code, policy or program, if adopted, would result in the need for the reclassification and the associated costs; OR, the need for the reclassification is the result of changes in State or Federal law or regulation, AND additional and commensurate State or Federal funding necessary to fund the reclassification is available and secure; and,
3. To implement the changes in the County Code, policies, or programs, or State or Federal laws and regulations will require higher levels of skills or higher levels of responsibility clearly distinguishable from those associated with the position for which reclassification is sought; and,

4. The incumbent in the position has the capacity to successfully perform the newly required skills and responsibilities.

Additionally, reclassifications shall be considered anytime an employee serving in a classification as a trainee or intern (e.g., REHS Trainee or Psychotherapist Intern, Registered Nurse or Public Health Nurse), or when an employee within the Engineering series obtains their valid California.

Registration as a Professional Engineer, AND, the department certifies (1) the position is necessary, and (2) the employee has the capacity to successfully perform the newly required skills and responsibilities.

Changes in the use of technology or processes to accomplish the same or similar work are not acceptable reasons for reclassifying a position. Additional work of the same or similar nature, already being performed by the position, are not a reason for reclassification.

Before concurring in and recommending the reclassification of the position, the Personnel Director shall determine each of the preceding criteria have been met, and that:

- a. The reclassification results from an official recognition of a change in duties and/or responsibilities which has already occurred or will imminently occur.
- b. The incumbent possesses the knowledge, skills and abilities, and/or other qualifications of the different class.
- c. The incumbent has demonstrated a high level of performance in the quality, quantity and efficiency of changed duties and/or responsibilities of the different class.

After proper review or study by the Personnel Director or designee, and upon an affirmative recommendation by the County Administrator, the position may be allocated to a higher or lower classification by the Board. The wage level of any employee holding a reclassified position shall remain at the same step within the new range. No change in the title of any job classification shall affect the tenure of the holder thereof where the position is, in effect, continued in existence. A reclassification will not cause a change in an employee's anniversary date.

4.5 Types of Appointments. Except for temporary vacancies and provisional appointments, all vacancies shall be filled by transfer, promotion, demotion, re-employment, and reinstatement or from candidates on an appropriate eligibility list if one is available. In the absence of eligible candidates in one of the above categories,

temporary appointments may be made in accordance with these rules pending development of a list of eligible candidates.

**4.6 Emergency Appointments.** To meet immediate requirements of an emergency condition which threatens life or property, the County Administrator may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. The method of hiring for emergency appointments shall be subject to the discretion of the County Administrator. All such appointments shall be reported to the Board as soon as possible and shall be compensated at an hourly rate as approved by the County Administrator. Emergency appointees shall not be entitled to appeal disciplinary actions and have no rights to continued employment beyond the duration of the emergency for which they are employed.

**4.7 Acting Appointments.** If deemed to be in the best interest of the County, the County Administrator may authorize and approve an acting appointment. If the position being filled on an acting basis would normally require Board approval (i.e. direct board appointee), the Board shall authorize the acting appointment.

- (a) An acting appointment may be authorized for a period not to exceed six (6) months from the date of appointment, subject to an extension for an additional six (6) months on written approval of the County Administrator, or Board, as the case may be. All acting employees must meet the minimum qualifications for the vacant position.
- (b) Employees filling temporary appointments serve at the will of the appointing authority and may be removed at any time without cause or right to appeal.
- (c) During the acting period, the employee will be assigned the title of the acting position and will be paid at the salary range of the acting position for the duration of the acting assignment.
- (d) No employee in a temporary appointment shall receive a merit increase except after accrual of 1040 hours as provided in Section 8.2 (3).
- (e) While serving in an acting appointment, the employee shall continue to receive regular County benefits. In addition, the employee shall receive any benefits of the temporary position. However, if an employee receiving overtime benefits is assigned to an acting position, which does not receive overtime benefits, the employee shall not receive overtime pay for the duration of the assignment. An employee, shall continue to accrue seniority in his or her

position and shall be eligible to receive merit increases in the position.

- (f) If an employee serving a temporary appointment is permanently appointed to the position, time served in the temporary appointment will be applied toward fulfilling the required probationary period.

4.8 Working Out of Class. On occasion, an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position due to illness, vacation, leave of absence, etc. In such cases, an employee's salary may be adjusted to compensate for the higher level of duties, subject to the following provisions:

- a. In order to receive adjusted compensation for working in a higher classification the employee, or employees collectively, must be formally and in writing assigned, assume and perform substantially all of the duties and responsibilities of the position, and perform them for at least five (5) consecutive working days; without regard to calendar week.
- b. Out of class assignments must be requested by the department head, and approved in advance by the County Administrator or designee. No out of class assignments may be approved retroactively. Advance request and approval for working out of class shall be deemed to have occurred when accomplished within the first five (5) days of an employee working in a higher level position described in paragraph a;
- c. Out of class appointments can only be made to, and when a higher-level position in the department's Authorized Strength is vacant; including temporary vacancies resulting from injury, illness, discipline or other extended leave;
- d. Except in instances in which the higher-level position is vacant due to an extended illness or injury, no employee shall be appointed to an out of class assignment for a period longer than 6-months. When the higher level position is vacant due to a prolonged injury or illness, the out of class assignment may last for up to 15-months with the review and approval of the County Administrator every five months. Interruptions in out of class assignments of less than 30-consecutive working days shall not change these time limits, or 're-start' the clock and the duration of an out of class assignment. The department head must immediately notify the Personnel Department in writing when an employee ceases to perform out of class duties. In no case may out of class duties extend beyond the vacancy in the higher level position.
- e. Any employee assigned work in a higher classification will have his/her current salary increased by 5% or to the lowest salary in the higher classification for the time worked, depending on the extent to which the employee is assuming the

full-range of duties and responsibilities of the higher-level position. If the duties and responsibilities of the vacant higher-level position are being shared collectively between two or more employees, the increase in salary shall be no more than 5% for any one employee. Prior to receiving out of class pay for an assignment, the employee must have worked five (5) full, consecutive, working days in the higher level position.

- f. Out of class assignments shall be recorded only in full working days. After an employee working out of class for less than one full day will not be credited with working out of class time or pay.
  1. To qualify for out of class pay, an employee must be assuming substantially the full range of duties and the responsibility of the higher-level position.
  2. Time worked out of class shall not be credited toward the completion of probationary requirements in the higher class.

Nothing herein shall be construed as limiting management's authority to assign County employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments. Such temporary, limited-time assignments, and the associated level of compensation, must be approved by the County Administrator and shall not exceed three-months without Board approval.

## **ARTICLE V**

### **COMPENSATION PLAN**

5.1 Preparation of Plan. The Director of Personnel Services or the County Administrator shall submit to the Board a proposed compensation plan based on salary recommendations covering those positions in County employment not otherwise set by law.

5.2 Adoption of Plan. The Board shall review the proposed compensation plan, make any changes the Board believes necessary or desirable and in its discretion approve the plan by incorporating it in a salary resolution.

5.3 Application of Rates. An employee shall be paid a salary within the range or established for the class or position to which he or she has been appointed.

5.4 Salary Payment Procedure.

(a) Schedule of Payments. Employees shall be paid on a schedule of dates approved by the Board.

(b) Certification. Each department head or authorized designee shall, at the time he or she submits the payroll to the Auditor, certify that each employee has performed the number of days of work shown. The Auditor shall not issue a payroll warrant unless there is an authorized position supported by a valid personnel action form to substantiate the rate shown on the department payroll for each employee. The department head shall determine and certify the payroll of the employees to the Auditor before warrants are issued to such employees. Time/Payroll Sheets. Time/payroll sheets showing hours worked and leave taken must be completed by each County employee. Such sheets must be signed by the individual employee, the employee's supervisor, division, and department head or designee. Time/payroll sheets will be reviewed and audited by the County Auditor. Notice of any correction(s) to the time/payroll sheet will be sent to the employee and the department head. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after notice of correction has been given to the employee. Unresolved matters may be taken to the Personnel Director for determination, which shall not preclude the filing of a grievance should the employee wish to do so after review by the Personnel Director.

(c) Separation. When an employee leaves County employment for any reason, his or her department head should immediately prepare a special payroll, certify it as provided in this section and submit it to the Auditor, who shall issue a warrant. Such warrant shall include all compensation due to the employee up to and including the employee's final workday, including all accrued but unused vacation time and any other amounts due to the employee.

**5.5 Compensation for New Employees.** New employees shall be at the first step of the salary range for the class to which appointed. The County Administrator may approve an appointment up to the "C" step of the range. If the County Administrator finds that qualified applicants cannot be recruited successfully at the "B" or "C" step, he or she may request that the Board authorize an appointment at a higher step of the range.

**5.6 Anniversary Date.** Each employee in the classified service shall have an anniversary date to be determined as follows:

(a) New Employees. For a new employee who starts between the 1st through the 15th of the month, the salary anniversary date shall be the 1st of the month; for a new employee who starts between the 16th through the 31st of the month, the salary anniversary date shall be the 1st of the following month.

(b) New Employee Hired at Step A - For those new employees serving a six-month probationary period and who begin at Step A of a pay range, the salary anniversary date shall be six months from date of hire.

(c) New Employees Hired above Step A -  
For those new employees serving a six-month probationary period and who begin at higher than Step A of a pay range, the salary anniversary date shall be one-year from date of hire.

(d) New Employees with One Year Probation - For those new employees serving a one-year probationary period, regardless of the starting step in the pay range, the salary anniversary date shall be one year from date of hire.

(e) Promotion or Demotion. An employee who is promoted or demoted shall have a new anniversary date which shall be the first day of the month following the date of his or her promotion or demotion, except that when an employee's promotion or demotion is effective on the first working day of a month, the anniversary date shall be the first calendar day of that month. In addition, an employee who has been promoted or demoted, shall have an anniversary date which shall be the first calendar day of the seventh month of service at the new class of position.

(f) Transfer. An employee who is transferred shall have no change in anniversary date.

(g) Change in Range Allocation. If the salary range of a class is changed, the anniversary date of an employee holding a position allocated to said class shall not change.

(h) Reclassification. If the position held by an employee is reclassified to a new class with a higher

salary range, the employee shall not have a new anniversary date.

(i) Service Interruptions. The granting of any leave of absence without pay exceeding fifteen (15) calendar days shall cause the employee's anniversary date to be postponed the number of calendar days in such leave.

(j) Modified Duty. Where an employee is assigned to modified duty in order to make a reasonable accommodation when required by state or federal law the employee's anniversary date shall not be affected thereby.

5.7 Merit Advancement Within Range. An employee may be advanced on his or her anniversary date to the next higher step of the salary range if he or she has earned such advancement by successfully completing his or her probationary period and, subsequently, by receiving an overall score of "Meets Expectations" or higher on their annual performance evaluation. Eligible employees who receive their annual performance evaluation after their anniversary date shall have any merit increase resulting from an overall score of "Meets Expectations" or higher applied retroactively to their anniversary date. No merit advancement shall occur absent of a completed performance evaluation.

5.8 Progression on Merit Steps.

(a) Full-time and Part-time.

(1) Normal Progression. From the date of employment until the successful conclusion of the probationary period, no merit step increase shall be granted. If hired at Step A, the employee shall receive a merit step increase at the end of a successful probationary period. Thereafter, eligibility for merit step increases shall occur annually on the employee's salary anniversary date until such time as the employee reaches the last salary step available for his or her position.

(2) Accelerated Progression. If an employee has been appointed at Step B or higher, as previously provided in Section 5.6 (a) no merit step increase shall be granted until the employee has both successfully completed the probationary period and has worked one (1) calendar year in such position. At the end of such first year the employee shall first become eligible for a merit increase. Thereafter, eligibility for merit

step increases shall occur annually until such time as the employee reaches the last salary step available for his or her position.

- (3) Promotional Progression. From the date of promotion until the successful conclusion of the probationary period, no merit step increase may be granted. When an employee is promoted, his or her salary increases to an appropriate step within the grade of the new job classification. An employee who is promoted shall be compensated at the step in the new salary range which comes nearest to but not less than five percent (5%) higher than the step he or she held in the previous salary range. The anniversary date of a promoted employee is changed as discussed in section 5.6 (e)/

All promoted employees who successfully pass their probationary promotional review period will receive a merit step increase to the next step in the salary range of their new classification. Employees promoted to Step A of the new range are first eligible six (6) months after the date of promotion. If promoted to Step B or higher in the new range, employees are eligible twelve (12) months from the date of promotion. (See Section 5.6(a) of these Rules.) A promoted employee is eligible for another merit step increase annually thereafter, from the completion date of the probationary period until his/her pay reaches the last step

(4) (b) Temporary /Seasonal Employees – Temporary and Seasonal Employees shall not receive merit reviews. However, a temporary or seasonal employee shall receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire. This performance evaluation shall also be used as a basis for considering salary in the event the employee is rehired. A step increase may be granted after the accrual of 1040 hours of service.

5.9 Promotion. An employee promoted to a position in a class with a higher salary range may be

paid either at the minimum rate of the new range or at the nearest higher rate to that which he or she would otherwise be entitled to in his or her former position on the date his or her promotion is effective, whichever is greater. However, the pay rate shall be at least 5% above the present rate of pay or at the highest step in the promoted salary range, if less than 5% higher.

5.10 Demotion. An employee demoted to a position in a class with a lower salary range shall be paid at the step currently held unless the appointing authority directs placement in a different step.

5.11 Transfer. An employee transferred to a position in a class within the same range shall receive the same salary. The transferring employee may be required to serve a probationary period in the new position unless he or she has previously completed a probationary period successfully in the position.

5.12 Change in Range Allocation. The salary of an employee in a position in a class which is reallocated to a new salary range shall be adjusted to the corresponding step of the new range, i.e., step to step.

5.13 Position Reclassification. The salary of the incumbent in a position which is reclassified shall be adjusted to the corresponding step of the new classification, i.e. step to step.

5.14 Board Authority to Specify Salary. Notwithstanding anything in these rules to the contrary, the Board may specify that the incumbent of a particular position shall be placed on a step on the salary range for that class higher than that provided for elsewhere in these rules. Action based on this section shall be taken only under unusual circumstances where such action is important to the successful operation of a department of County government.

5.15 Overtime. Overtime may be worked only when approved in advance by the Board or, if budgeted, by the department head. Overtime is to be discouraged except in situations where emergencies exist. An emergency shall exist when work is required to correct a condition that is threatening or affecting the peace, health or safety of the general public or work is required beyond the regular working hours to meet deadlines established by law.

Payment for overtime or accrual of compensatory time-off shall be made to non-FLSA (exempt employees) at the rate of time and one-half the employee's regular hourly rate, or as compensatory time off at one and one-half hour for each hour of overtime worked. The County Administrator shall determine and advise the Board as to which employees and position classifications are FLSA exempt for purposes of entitlement to overtime compensation. Overtime shall be paid or compensatory time off

given for all hours worked by non-exempt employees in excess of 35 hours per week for those on a 7 hour per day schedule and 40 hours for those on an 8 hour per day schedule unless otherwise provided in an applicable Memorandum of Understanding. Non-exempt sworn peace officers may accrue compensatory time off in lieu of compensation at their option.

**Overtime: Paid Time or Compensatory Time.** For positions which do not meet one of the Fair Labor Standards Act (FLSA) exemption categories, overtime hours worked shall be compensated in one of the following ways for time worked (pursuant to rule 5.17) in excess of thirty-five (35) or forty (40) hours in any work week, depending upon the individual employee's regularly assigned work week and shift.

1. as paid time at the one-and-one-half rate of pay; or
2. for non-exempt safety employee's only, as compensatory time accrued at the one-and-one-half rate of pay, as set forth in applicable Memorandum of Understanding.

Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e., as paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. However, if the supervisor requires that a particular employee perform the overtime, and they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. County will allow non-exempt employees to carry 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 1/2) 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.

For non-exempt safety employees only, compensatory time accumulated under these rules and regulations is vested time and must be utilized or paid in conjunction with termination of employment. No safety employee may accrue more than one hundred twenty (120) hours of compensatory time off. Any excess shall be paid at time and one-half rates.

#### 5.16 Standby and Call-Out Policy.

- (a) Standby. A standby roster shall be comprised of County employees from designated departments or divisions who have been designated to be on call and available to work after regular working hours. An employee on standby will be permitted to take home a County vehicle equipped with appropriate tools and supplies for use when called out on standby.

The designated department or divisional supervisor shall be responsible for scheduling his or her employees for standby duty and for providing duty rosters to the Sheriff's department. The Sheriff's department will be given a roster of employees with their standby duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific standby duty, employees may not trade standby assignments, except with the prior approval of the designated supervisor.

Compensation for standby duty shall be as set forth in duly adopted memoranda of understanding.

An employee assigned to standby duty must be available to respond to emergency calls at all times. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Chapter XII of these rules.

Nothing herein shall be construed to require that the County establish standby duty for employees in any department or division.

(b) Call-Out Compensation. Unless otherwise provided in a memorandum of understanding, employees eligible for overtime compensation who have ended their workday and left their places of employment, but who have been requested to perform duties after normal working hours, will be compensated at time and one-half. 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. If the time worked is more than two (2) hours, the employee will receive time and one-half for the actual hours or portions thereof worked. For the purpose of this rule, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home.

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 rate.

5.17 Work Week. For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the work week for County employees shall begin at 12:01 a.m. Thursday and end at 12:00 a.m. (midnight) Wednesday night. Vacation, sick leave, holiday hours or other leave time will not be included as time worked for purposes of calculating FLSA overtime.

5.18 Split Classifications. In cases where an employee is employed in a capacity which has been recognized as involving "split classifications", in that his or her duties are divided between two different positions in County government, such employee's regular rate of pay shall be determined by pro-rating the regular salary payable to each of the two positions based upon the average percentages of time devoted by the employee to each of the two positions.

5.19 Career Ladders. 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.

(a) Career Ladder Advancement

(1) Advancement from a I to II:

Employee must be at C step in the range

Employee must receive an overall rating of "Exceeds Expectations" on two (2) consecutive annual performance evaluation reports.

Department head must provide written documentation delineating the additional duties and responsibilities, consistent with the job description, the employee will perform on advancement from I to II, and any additional skills that will need to be demonstrated. 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.

All requests for Career Ladder Advancement are based on department head recommendation and approval by the County Administrator.

(2) Advancement from II to III:

Employee must be at top step in the range for one (1) year.

Employee must receive an overall rating of "Exceeds Expectations" on two (2) consecutive annual performance evaluation reports. However, receiving an overall "Exceeds Expectations" on the first annual performance evaluation completed after this section takes effect, shall be sufficient to move from a II to III providing all other requirements of this section are satisfied.

Department head must provide written documentation delineating the additional duties and responsibilities the employee will perform, consistent with the job description, on advancement from II to III, and any additional skills that will need to be demonstrated. 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.

All requests for Career Ladder Advancement are based on department head recommendation and approval by the County Administrator.

## **ARTICLE VIII**

### **PERFORMANCE EVALUATIONS & SALARY ADJUSTMENTS**

**8.1 Initial Appointments.** All new employees shall be appointed at the first step of the salary range unless the County Administrator approves placement at step "B" or "C", or the Board approves placement above step "C".

**8.2 Performance Evaluations.** Regular performance reports shall be made at times and on forms prescribed by the County Administrator as to the efficiency, competence, conduct and merit of all employees in the classified service. In addition to the formal performance evaluation before the conclusion of the probationary period, one or more formal or informal performance evaluations shall be made during an employee's probationary period.

- (a) As part of the performance evaluation, the employee and his/her supervisor shall meet to review and discuss the employee's significant accomplishments, training, areas needing attention or improvement, future development and objectives. After reviewing the job description, duties and any established performance standards for that position, an evaluation report shall be made by the supervisor as to whether the employee's performance "Needs Improvement;" "Meets Expectations;" or, "Exceeds Expectations." An explanation must accompany all ratings. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. The employee shall have the right to attach a written response to the performance evaluation which shall be attached to the performance evaluation report and placed in his or her personnel file. Based upon the performance evaluation report, the department head may, at his or her discretion, make appropriate recommendations regarding a merit increase, promotion or other actions
- (b) The employee and supervisor must sign and date the performance report. If the employee refuses to sign the report, the supervisor shall note this fact on the performance evaluation report and any circumstances surrounding the employee's refusal. Copies of the report shall be distributed to the employee, the department head and the Personnel Director.
- (c) If an employee is not in agreement with a performance evaluation which results in a less than "Meets Expectations" rating, the employee may, within ten (10) working days after

receipt of the evaluation, request a review of such evaluation by his or her department head. If the employee is not in agreement with the determination of the department head, the employee may, within ten (10) working days after receipt of the determination of the department head, request a further review by the County Administrator or designee, whose decision shall be final and conclusive and not subject to further appeal or grievance.

- (d) With regard to the procedures established in subparagraph (c) above, if the employee's department head prepared the evaluation in question, the employee may omit review by the department head and proceed directly to review by the County Administrator or designee. If the final decision is adverse to the employee, a further performance evaluation shall be conducted by the department head or designee not later than ninety (90) days after the prior evaluation.