

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 15th day of *October* 2013 an order was duly made and entered as follows:

CAO-Personnel/ ICEA
MOU

The County Administrator noted that one of the attachment provided had the wrong date and the correct document has been provided to the Clerk. Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve and ratify the Memorandum of Understanding between the County of Inyo and Inyo County Employees Association (ICEA) for the period of October 1, 2013 through September 30, 2016; and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 15th

Day of October 2013



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing	
CC	_____
Purchasing	_____
Personnel	<input checked="" type="checkbox"/> _____
Auditor	_____
CAO	_____
Other	_____
DATE: October 30, 2013	

COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO
AND
THE INYO COUNTY EMPLOYEES ASSOCIATION (AFSCME LOCAL 315)
2013-2016

ARTICLE 1 - RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Employees 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.* 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 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 or 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 - 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 or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- B. Full-time permanent employees on a four day, ten hour per day work schedule will work four consecutive days with three consecutive days off.
- C. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- D. All future promotions and transfer of incumbent County employees shall be at 8 hours per day.
- E. The County Administrative Officer may in his discretion based upon recommendation from a department head change work hours and/or workshifts on a temporary basis in such department or work unit thereof.

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 for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours worked for those non-exempt full-time employees scheduled on a 35 hour week. Time and one-half compensation will be paid after 40 hours worked for those full-time non-exempt employees scheduled on a 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 (1-1/2) 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 (1-1/2). 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 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 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.

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 \$35.00 for performing standby duties on each regularly scheduled day and \$50.00 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. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 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.

ARTICLE 7 - SALARIES

- A. Salaries: Salaries for employees represented by ICEA shall be as set forth in Attachment D. County will provide the following COLA's:

October 2013: 2% COLA effective October 10, 2013, which is the first full pay period in October.

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.

- 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%

These increases will be based on employee start date. If the employee starts on the first through fifteenth of the month, the increase will begin the first of that month. If employee starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- C. Bi-lingual Pay: Employees will be compensated an additional 5% of their base pay for providing bi-lingual skills as deemed necessary by the department head.
- D. Shift Differential. Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- E. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

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 38 during the two week pay period will be paid at time and one half.
5. Longevity Pay: Longevity pay for A-Par employees at 2% to be paid after 10 years of service at the pay step and category at the time of attainment of 10 years (not based upon the beginning pay at the time of hire). Additional 2% after each additional 5 years of service, equal to 4% at 15 years, 6% at 20 years, 8% at 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 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 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.
 - (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) Seventy-five percent (75%) of the County's eighty percent (80%) contribution of the premium for employee only health benefits. (Employee has the option to purchase, at their own cost, 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 813) and sick leave (Article 16 hereof and Personnel Rule 814). 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 days of sick leave in a calendar year and having a minimum of 10 sick days on the books will be eligible to sell back up to 5 days;
 - (d) Any hours worked in excess of 58 during the two-week pay period, will be paid at time and one half;
 - (e) Longevity Pay: Longevity pay for B-Par employees to be paid at 2% after 10 years of service at the pay step and category at the time of

attainment of 10 years (not based upon the beginning pay at the time of hire); additional 2% after each additional 5 years of service, equal to 4% at 15 years, 6% at 20 years, 8% at 25 years for B-Pars just as miscellaneous employees. If B-Par moves to a miscellaneous category, the initial hire date is used to calculate the longevity accrual;

- (f) Flex Days: Employees will receive 20 hours of flex days per fiscal year - does not accrue;
- (g) Holidays: 11 holidays per year will be paid to B-Par employees at 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 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;
- (i) Short-term Disability Insurance: Benefit for B-Par employees shall be paid by the County. County will cover the 1% of base pay for all B-Par employees for in 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

B. 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 employees will be paid overtime and eligible for compensatory time for all hours worked in excess of 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 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.
- C. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- D. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- E. 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

County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium of one percent of employee's base salary to a maximum of what the State of California rate is per year. 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 - REASONABLE ACCESS, CONTRACTING OUT, ADVANCE NOTICE

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.

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

Advance Notice - The County shall provide reasonable advance notice to the Union of 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/AFSCME Local 315 President, Secretary and the specified AFSCME District Council 57 Office.

Board of Supervisor Agenda- County agrees to email ICEA President and AFSCME the Board of Supervisors agenda in addition to sending the entire package by a delivery service.

ARTICLE 14 - EQUITY ADJUSTMENT/JOB DESCRIPTIONS/PERSONNEL RULES:

The County will provide equity adjustments as outlined in Attachment C. County will provide new job descriptions and titles for the classifications outlined in Attachment D. Modified Personnel Rules are outlined in Attachment E are now a part of this ICEA MOU, and when all other bargaining units agree to these changes, the changes will be incorporated into the Personnel Rules and Regulations.

ARTICLE 15 - RE-OPENERS:

On Call/Standby issue at Health and Human Services – County agrees to re-open and meet and confer on issue within 30 days of contract ratification and complete no later than 180 days from ratification of the contract.

Grievance Language – County agrees to meet and confer within 60 days of contract ratification on Article XII, Grievances, of the Personnel Rules and Regulations, and complete no later than 180 days from ratification of contract.

Catastrophic Illness Policy – County agrees to meet and confer within 90 days of contract ratification and complete no later than 180 days from ratifications of contract.

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. Except as provided in Article 8, any employee using less than five days of sick leave in any calendar year may, at the employee's option, exchange up to five days of sick leave with the County for monetary compensation at the employee's current hourly rate.
- C. 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 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.
- D. Any employee may donate up to a maximum of ten days per year of unused sick leave to the sick leave bank. Employee will have two fifteen-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank.
- E. Any employee who separates or retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.
- F. Any sick leave used for bereavement will not impact the "buy back" provisions above.

ARTICLE 17 - VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 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 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 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 20 consecutive work days based on extenuating circumstances.

ARTICLE 18 - FLEXIBLE LEAVE

The County shall grant employees 35 hours or 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 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)
- February 12 (Lincoln’s Birthday)
- Third Monday in February (Washington's Birthday)
- 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 days (7) 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 20 hours on an 8-hour work day, with the exception of APAR and BPAR 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 2% at 55 full formula PERS retirement for miscellaneous members.
- B. County agrees to pay the member's contribution for PERS retirement, at the rate of 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 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 PEPR. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

ARTICLE 21 - PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

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, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction. Members of the Association who wish to withdraw from Association membership may do so only during the annual window period from January 1 through January 15, by sending a written notice to the County and the Association. Notice received outside the window period shall be returned and not be processed.

Section 2. 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 3. ICEA Release Time: County will release with pay ICEA Board of Directors or other ICEA members (maximum seven (7) employees on any committee) assigned to establish ICEA committees (as determined by the ICEA Bylaws in effect as of January 1, 1998) from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICEA providing 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. Department heads will discuss with the Personnel Office any difficulties concerning ICEA release time prior to discussing such matters with the ICEA Board or any member of the ICEA Board.

Section 4. Mailing List: County will provide ICEA Board current employee lists to include personal mailing addresses, to provide the opportunity to correspond with all ICEA represented employees in a timely manner. This address list will be provided on an annual basis and within 30 days written notice.

ARTICLE 25 - OUT OF CLASSIFICATION PAY

Out of classification pay is outlined in Attachment E.

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 12-month probationary period:

- Dispatchers

ARTICLE 28 - UNIFORMS

Section 1. The following uniform allowance applies only to Animal Control Officers, Shelter Manager and Shelter Attendant:

- A. The uniform allowance shall be \$800.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid quarterly in the amount of \$200.00. This payment shall be payable on the last payroll date of each quarter.
- 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 receive up to \$400.00 as reimbursement upon proof of uniform purchases. This \$400.00 is to come from the current \$800.00 annual payment, whereby a new employee can draw his first two (2) quarterly payments upon proof (receipts) that the amount was spent for uniform purchases.

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 made effective December 2013.

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 - TUITION/LICENSING REIMBURSEMENT

The County will reimburse educational expenses to a maximum of \$350.00 per year per employee for tuition and books approved by Department Head and County Administrative Officer. The County will reimburse all costs for licenses and certifications used in the course of employment

The County will consider allocating an additional amount to any given employee, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County. If such a situation exists, the department head's recommendation for payment is necessary.

The County will reimburse the employee for course work completed with a grade of 2.0 or higher. The employee must submit a final grade report and a receipt for books purchased.

ARTICLE 34 - SMOKING

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Employees smoking on County property shall smoke 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 the amount of overpayment. However, not more than 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 10%-25% being deducted from any one 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 Personnel Director, who shall have the authority to 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
2000 Embarcadero, Suite 2000
Oakland, California 94606

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.

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

Either the Inyo County Employees Association or the County may reopen this MOU during the three-year period of this MOU to negotiate any term(s) and condition(s) expressly addressed or absent from this MOU upon 30 days written notice to the other side. Both parties agree to negotiate regarding any issues subject to the request to reopen the MOU. Changes will only be made by mutual agreement of both sides.

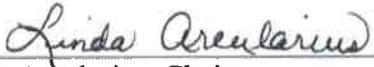
ARTICLE 43 - MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in force and effect from October 1, 2013 through September 30, 2016. 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 15th day of October 2013.

COUNTY OF INYO:



Linda Arcularius, Chairperson

INYO COUNTY EMPLOYEES ASSOCIATION:



David Caravantes, ICEA Business Agent

ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR THE PURPOSES OF OVERTIME
Administrative, Executive and Professional

AGRICULTURAL COMM DEPUTY
AGRICULTURAL COMMISSIONER
ASSESSOR
ASSESSOR ASSISTANT
AUDITOR ASSISTANT
AUDITOR CONTROLLER
CAO ASSISTANT
CAO DEPUTY
CAO SENIOR DEPUTY
CLERK RECORDER
CLERK RECORDER ASSISTANT
CLINIC MANAGER
CORONER
COUNTY ADMINISTRATIVE OFFICER
COUNTY COUNSEL
COUNTY COUNSEL DEPUTY
DEPUTY DIRECTOR OF PERSONNEL
DEPUTY DIRECTOR PLANNING
DIRECTOR CHILD SUPPORT
DIRECTOR ENVIRONMENTAL HEALTH
DIRECTOR FIRST FIVE
DIRECTOR HEALTH&HUMAN SERVICES
DIRECTOR INFO TECHNOLOGY
DIRECTOR LIBRARY
DIRECTOR MENTAL HEALTH
DIRECTOR PLANNING
DIRECTOR OF PUBLIC WORKS
DIRECTOR SOCIAL SERVICES
DIRECTOR WATER
DISTRICT ATTORNEY
DISTRICT ATTORNEY ASSISTANT
DISTRICT ATTORNEY DEPUTY
ENGINEER ASSOCIATE CIVIL
ENGINEER SENIOR
HHS ASSISTANT DIRECTOR
HHS DEPUTY DIRECTOR - PUBLIC HEALTH
HYDROLOGIST

ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR THE PURPOSES OF OVERTIME
Administrative, Executive and Professional

INT WST MGMT PRG SUPERINTENDEN
SR INT WST MGMT PRG SUPERINT
MANAGEMENT ANALYST
MANAGEMENT ANALYST SENIOR
MITIGATION PROJECT MANAGER
MUSEUM ADMINISTRATOR
PUBLIC ADMINISTRATOR GUARD
PLANNING SENIOR
PROBATION CHIEF OFFICER
PROBATION DEPUTY CHIEF ADULT/JUVEN
PROBATION DEPUTY CHIEF JUV INST
PROGRAM CHIEF
PSYCHIATRIST
PSYCHOTHERAPIST
PUBLIC WORKS DEPUTY
ROAD SUPERINTENDENT
RISK MANAGER
SCIENCE COORDINATOR
SCIENTIST
SOCIAL WORKER SUPERVISOR SR
LIEUTENANT
SHERIFF
UNDERSHERIFF
SUPERVISOR
TREASURER TAX COLLECTOR ASST
TREASURER TAX COLLECTOR

ATTACHMENT B
ICEA REPRESENTED POSITIONS

TITLE

ACCOUNT CLERK
ACCOUNT TECHNICIAN
ADDICTION COUNSELOR
ADDICTION SUPERVISOR
ADMINISTRATIVE ANALYST
AG BIOL WGHTS & MSRS INSPECTOR
AIRPORT LEAD
AIRPORT TECHNICIAN
ANIMAL CONTROL OFFICER
ANIMAL CONTROL SUPERVISOR
APPRAISER AIDE
APPRAISER
ASSESSMENT CLERK
AUDITOR APPRAISER
BUILDING GROUNDS WORKER
BUILDING INSPECTOR
BUILDING MAINTENANCE WORKER
CADASTRAL TECHNICIAN
RESIDENTIAL CAREGIVER
CASE MANAGER
CHILD SUPPORT OFFICER
CLERK ELECTIONS ASSISTANT
RECORDS ELECTIONS CLERK
RECORDER TECHNICIAN
CUSTODIAN
CUSTODIAN SUPERVISOR
DISTRICT ATTORNEY DEPUTY
ENGINEER ASSOCIATE CIVIL
ENGINEERING ASSISTANT
ENGINEER ASSISTANT CIVIL
ENGINEERING TECHNICIAN
ENVIRONMENTAL HEALTH REHS
ENVIRONMENTAL HEALTH TRAINEE
EQUIPMENT MECHANIC HEAVY
EQUIPMENT OPERATOR MECHANIC
EQUIPMENT OPERATOR LEAD
EQUIPMENT OPERATOR HEAVY
FIELD ASSISTANT
FIELD PROGRAM COORDINATOR

ATTACHMENT B
ICEA REPRESENTED POSITIONS

FIELD TECHNICIAN
FISCAL SUPERVISOR
FOOD ASSISTANT
FOOD COOK
FOOD JUVENILE INSTITUTIONS
FOOD SUPERVISOR
GATE ATTENDANT
GIS TECHNICIAN
HHS SPECIALIST
HUMAN SERVICES SUPERVISOR
HYDROLOGIST
INTEGRATED CASE WORKER
NETWORK ANALYST
PROGRAMMER ANALYST
LABORATORY TECHNICIAN
LIBRARIAN
LIBRARY SPECIALIST
LIBRARY TECHNICIAN
MANAGER PROGRESS HOUSE
MANAGER WIC PROGRAM
MOSQUITO SUPERVISOR
MOSQUITO TECHNICIAN
MUSEUM ASSISTANT
CURATOR COLLECTIONS & EXHIBITS
NURSE PUBLIC HEALTH
NURSE PRACTITIONER SUPERVISOR
NURSE PSYCH
NURSE REGISTERED
OFFICE ASSISTANT LAB TECH
OFFICE ASSISTANT
OFFICE MANAGER
OPERATIONS MANAGER TECOPA
PARK CAMPGROUND CREW LEADER
PARK SPECIALIST
PLANNING ASSOCIATE
PLANNING COORDINATOR
PLANNING SENIOR
PLANNING TRANSPORTATION
PREVENTION SPECIALIST
PROGRAM COORDINATOR

**ATTACHMENT B
ICEA REPRESENTED POSITIONS**

**PSYCHOTHERAPIST
ROAD MAINTENANCE SUPERVISOR
ROAD MAINTENANCE WORKER
ROAD SHOP ASSISTANT
ROAD SHOP SUPERVISOR
SALT CEDAR COORDINATOR
ASSOCIATE SCIENTIST
SCIENCE COORDINATOR
SCIENTIST
SECRETARY
ADMINISTRATIVE LEGAL SECRETARY
ADMINISTRATIVE SECRETARY
EXECUTIVE SECRETARY
LEGAL SECRETARY
SENIOR ASSISTANT COORDINATOR
PROGRAM SERVICES ASSISTANT
SENIOR SITE COORDINATOR
SENIOR SPECIALIST SERVICES
SHELTER ASSISTANT
SHELTER MANAGER
SOCIAL WORKER
CIVIL OFFICER
DISPATCH
EVIDENCE TECHNICIAN
RECORDS CLERK
SHERIFF ADMIN ASSISTANT
VICTIM WITNESS ASSISTANT
VICTIM WITNESS COORDINATOR
VETERAN SERVICES REP**

**ATTACHMENT C
ICEA SALARY MOVEMENTS**

POSITION	Proposed Range Increase
ACCOUNT CLERK 01	48
ACCOUNT CLERK 02	50
ACCOUNT CLERK 03	52
ADMINISTRATIVE ANALYST 01	68
ADMINISTRATIVE ANALYST 02	70
ADMINISTRATIVE ANALYST 03	72
ACCOUNT TECHNICIAN 01	55
ACCOUNT TECHNICIAN 02	59
ACCOUNT TECHNICIAN 03	63
ADMINISTRATIVE SECRETARY 03	64
AIRPORT LEAD	63
ANIMAL CONTROL OFFICER 01	45
ANIMAL CONTROL OFFICER 02	56
ANIMAL CONTROL OFFICER 03	60
ANIMAL CONTROL SUPERVISOR	64
APPRAISER 01	68
APPRAISER 02	70
APPRAISER 03	72
APPRAISER AIDE	59
ASSESSMENT CLERK 01	55
ASSESSMENT CLERK 02	59
ASSESSMENT CLERK 03	63
BUILDING GROUNDS WORKER	50
BUILDING INSPECTOR 01	68
BUILDING INSPECTOR 02	72
BUILDING MAINENANCE WORKER 01	56
BUILDING MAINENANCE WORKER 02	60
CADASTRAL TECHNICIAN 01	61
CADASTRAL TECHNICIAN 02	66
CADASTRAL TECHNICIAN 03	61
CASE MANAGER 01	57
CASE MANAGER 02	60
CASE MANAGER 03	64
CIVIL OFFICER	64
COOK	51
CUSTODIAN 01	50
CUSTODIAN 02	54
CUSTODIAN SUPERVISOR	58
DISPATCH 01	55
DISPATCH 02	60
EQUIPMENT OPERATOR LEAD	66
EVIDENCE TECHNICIAN	64
FIELD PROGRAM COORDINATOR	72
FOOD SUPERVISOR JUV INST	51
GATE ATTENDANT	48
GIS TECHNICIAN 01	68
GIS TECHNICIAN 02	72
GIS TECHNICIAN 03	75
GIS TECHNICIAN 04	79
HUMAN SERVICES SUPERVISOR	70
LABORATORY TECHNICIAN 01	60
LABORATORY TECHNICIAN 02	65
LEGAL SECRETARY 01	56

**ATTACHMENT C
ICEA SALARY MOVEMENTS**

LEGAL SECRETARY 02	60
LEGAL SECRETARY 03	64
LIBRARY TECHNICIAN 01	55
LIBRARY TECHNICIAN 02	58
LIBRARY TECHNICIAN 03	61
MANAGER PROGRESS HOUSE	78
MOSQUITO SUPERVISOR	72
MOSQUITO TECHNICIAN 01	52
MOSQUITO TECHNICIAN 02	56
MOSQUITO TECHNICIAN 03	60
MUSEUM ASSISTANT	48
NETWORK ANALYST 01	68
NETWORK ANALYST 02	72
NETWORK ANALYST 03	75
NETWORK ANALYST 04	79
OFFICE ASSISTANT 01	48
OFFICE ASSISTANT 02	50
OFFICE ASSISTANT 03	52
OFFICE ASSISTANT LAB TECH 03	52
OFFICE MANAGER	63
PARK HELPER	50
PLANNING TRANSPORTATION 01	74
PLANNING TRANSPORTATION 02	78
PROGRAM COORDINATOR	72
PROGRAM SERVICES ASST. 03	50
PROGRAMMER ANALYST 01	68
PROGRAMMER ANALYST 02	72
PROGRAMMER ANALYST 03	75
PROGRAMMER ANALYST 04	79
PSYCHOTHERAPIST	81
RECORDER TECHNICIAN 01	55
RECORDER TECHNICIAN 02	59
RECORDER TECHNICIAN 03	63
RECORDS CLERK	63
RECORDS ELECTIONS CLERK 01	48
RECORDS ELECTIONS CLERK 02	50
RECORDS ELECTIONS CLERK 03	52
REGISTERED ENV HEALTH SPEC TRAINEE	67
REGISTERED ENV HEALTH SPEC 01	71
REGISTERED ENV HEALTH SPEC 02	75
REGISTERED ENV HEALTH SPEC 03	79
ROAD MAINT CREW SUPERVISOR	71
ROAD SHOP SUPERVISOR	71
SALT CEDAR COORDINATOR	72
SECRETARY	54
SHELTER MANAGER	52
SOCIAL WORKER 01	65
SOCIAL WORKER 02	67
SOCIAL WORKER 03	70
SOCIAL WORKER 04	73
VICTIM WITNESS COORDINATOR	60

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**ATTACHMENT D - 1
ICEA TITLE CHANGES**

POSITION	Notes
ACCOUNT CLERK 01	Change title to Office Clerk I
ACCOUNT CLERK 02	Change title to Office Clerk II
ACCOUNT CLERK 03	Change title to Office Clerk III
ACCOUNT TECHNICIAN 01	Chg title to Office Tech I
ACCOUNT TECHNICIAN 02	Chg title to Office Tech II
ACCOUNT TECHNICIAN 03	Chg title to Office Tech III
AIRPORT LEAD	Chg title to Airport Ops Supervisor
ANIMAL CONTROL OFFICER 01	Delete position
ANIMAL CONTROL OFFICER 02	Chg title to ACO
ANIMAL CONTROL OFFICER 03	Chg title to Sr ACO
ASSESSMENT CLERK 01	Chg title to Office Tech I
ASSESSMENT CLERK 02	Chg title to Office Tech II
ASSESSMENT CLERK 03	Chg title to Office Tech III
BUILDING INSPECTOR 01	Chg to Bldg Inspector
BUILDING INSPECTOR 02	Change title to Sr Bldg Inspector
CADASTRAL TECHNICIAN 03	Only have a I/II level
CASE MANAGER 01	Chg title to HHS Spec 3
CASE MANAGER 02	Chg title to HHS Spec 4
CASE MANAGER 03	Delete in HHS
FIELD PROGRAM COORDINATOR	Chg title to Prg Mgr-Veg
FOOD SUPERVISOR JUV INST	Chg title to Cook
LIBRARY TECHNICIAN 01	Delete when vacated
LIBRARY TECHNICIAN 02	Delete when vacated
LIBRARY TECHNICIAN 03	Delete when vacated
MOSQUITO SUPERVISOR	Chg title to Prg Mgr - Mosquito
OFFICE ASSISTANT 01	Change title to Office Clerk I
OFFICE ASSISTANT 02	Change title to Office Clerk II
OFFICE ASSISTANT 03	Change title to Office Clerk III
OFFICE ASSISTANT LAB TECH 03	Change title to Office Clerk III give stipend for lab duties
OFFICE MANAGER	Chg title to Office Tech (55,59,63)
PLANNING TRANSPORTATION 01	Chg title to Transportation Planner
PLANNING TRANSPORTATION 02	Chg title to Sr Transportation Planner
PROGRAM COORDINATOR	Create a new title to Prg Mgr
RECORDER TECHNICIAN 01	Chg title to Off Tech I
RECORDER TECHNICIAN 02	Chg title to Off Tech II
RECORDER TECHNICIAN 03	Chg title to Off Tech III
RECORDS CLERK	Move into Office Tech Series
RECORDS ELECTIONS CLERK 01	Change title to Office Clerk I
RECORDS ELECTIONS CLERK 02	Change title to Office Clerk II
RECORDS ELECTIONS CLERK 03	Change title to Office Clerk III
SALT CEDAR COORDINATOR	Chg title to Prg Mgr-Salt Cedar
SECRETARY	Delete Position

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
039	2056	2156	2268	2379	2498
040	2101	2204	2317	2433	2557
041	2154	2256	2372	2489	2614
042	2199	2305	2426	2550	2673
043	2250	2360	2480	2604	2737
044	2304	2420	2542	2670	2805
045	2354	2475	2597	2732	2868
046	2405	2535	2653	2794	2935
047	2469	2592	2723	2853	3003
048	2530	2646	2781	2927	3067
049	2582	2712	2847	2991	3139
050	2642	2777	2915	3057	3213
051	2706	2842	2980	0	3281
052	2769	2903	3053	3202	3364
053	2835	2977	3121	3273	3448
054	2897	3048	3192	3351	3523
055	2968	3111	3269	3434	3608
056	3040	3186	3344	3511	3690
057	3107	3265	3425	3597	3775
058	3181	3339	3504	3681	3871
059	3258	3417	3592	3770	3958
060	3336	3500	3675	3862	4052
061	3412	3581	3764	3955	4143
062	3495	3672	3856	4042	4249
063	3572	3753	3946	4140	4346
064	3662	3842	4030	4242	4450
065	3744	3936	4134	4340	4553
066	3832	4027	4234	4441	4665
067	3929	4125	4331	4551	4770
068	4025	4227	4436	4653	4890
069	4122	4326	4543	4767	5002
070	4221	4434	4652	4888	5133
071	4319	4534	4763	4998	5250
072	4423	4647	4875	5114	5372
073	4526	4756	4996	5243	5506
074	4638	4870	5111	5369	5637
075	4749	4989	5230	5495	5772
076	4863	5104	5366	5631	5912
077	4976	5224	5489	5765	6051
078	5097	5347	5619	5900	6195
079	5217	5479	5752	6039	6344
080	5343	5614	5898	6190	6498
081	5471	5751	6035	6339	6652
082	5613	5887	6185	6494	6815
083	5751	6035	6339	6646	6987
084	5893	6185	6494	6815	7162
085	6037	6339	6646	6987	7339
086	6186	6494	6815	7162	7519
087	6340	6646	6987	7339	7701
088	6497	6815	7162	7519	7895
089	6662	6987	7339	7701	8090
090	6824	7162	7519	7895	8297
091	6993	7339	7701	8090	8498
092	7167	7519	7895	8297	8711
093	7347	7701	8090	8498	8924
094	7522	7895	8297	8711	9147
095	7707	8090	8498	8924	9378
096	7902	8297	8711	9147	9609
097	8096	8498	8924	9378	9844
098	8301	8711	9147	9609	10091
099	8502	8924	9378	9844	10338

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
042P7	13.46549	14.11130	14.86103	15.60333	16.38276
043P7	13.51440	14.17666	14.89712	15.64670	16.43997
044P7	14.10388	14.82392	15.55879	16.36050	17.17702
050P7	16.36891	17.18736	18.04672	18.94906	19.89651

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.01587	11.56796	12.15902	12.74359	13.38013
040PT	11.26918	11.81477	12.41883	13.03588	13.69840
041PT	11.55497	12.10057	12.71760	13.34764	14.00367
042PT	11.78232	12.34740	13.00340	13.65292	14.33493
043PT	12.06159	12.65265	13.29569	13.96470	14.67267
044PT	12.34090	12.97093	13.61395	14.31544	15.02990
045PT	12.62019	13.26320	13.91924	14.64020	15.38066
046PT	12.89949	13.58148	14.21152	14.97145	15.72490
047PT	13.22424	13.88676	14.58824	15.30270	16.08862
048PT	13.24050	14.19201	14.90001	15.67293	16.43938
049PT	13.82829	14.52978	15.25074	16.03017	16.82258
050PT	14.17903	14.88051	15.62745	16.38090	17.21230
051PT	14.49730	15.21828	15.97821	16.77712	17.58902
052PT	14.83505	15.56900	16.36142	17.16034	18.02420
053PT	15.18579	15.96521	16.73165	17.54355	18.48537
054PT	15.53004	16.32897	17.10188	17.95925	18.88158
055PT	15.90677	16.67969	17.52407	18.40743	19.33624
056PT	16.28349	17.08890	17.92028	18.81013	19.78441
057PT	16.65371	17.49809	18.34896	19.26479	20.23257
058PT	17.04992	17.90079	18.77765	19.73894	20.73920
059PT	17.45263	18.30999	19.23880	20.20659	21.21334
060PT	17.88130	18.75816	19.69347	20.68725	21.71347
061PT	18.29050	19.19333	20.18709	21.19387	22.22010
062PT	18.73218	19.67399	20.64826	21.66800	22.77869
063PT	19.14788	20.10917	21.14838	22.20063	23.28530
064PT	19.62203	20.58980	21.60956	22.73322	23.85039
065PT	20.06370	21.10293	22.14866	23.25285	24.39600
066PT	20.53784	21.59007	22.68776	23.80493	25.00656
067PT	21.05747	22.10319	23.20738	24.38301	25.57163
068PT	21.57708	22.65528	23.77247	24.94160	26.20817
069PT	22.08370	23.17489	24.34403	25.55864	26.80572
070PT	22.61631	23.75946	24.93509	26.19517	27.48771
071PT	23.13594	24.29857	25.53915	26.79273	28.12425
072PT	23.70102	24.90912	26.12373	27.40977	28.79325
073PT	24.26610	25.49370	26.77974	28.09177	29.50124
074PT	24.85066	26.09773	27.39028	28.77377	30.20271
075PT	25.44172	26.74727	28.03331	29.43627	30.93667
076PT	26.05228	27.35782	28.75427	30.17023	31.69011
077PT	26.66932	28.00732	29.41679	30.89120	32.42408
078PT	27.30585	28.65035	30.11178	31.63166	33.20350
079PT	27.96837	29.36483	30.82625	32.36561	34.00240
080PT	28.62438	30.07931	31.61865	33.17102	34.82730
081PT	29.33235	30.81976	32.35263	33.96995	35.64571
082PT	30.07281	31.54721	33.15153	34.80782	36.52255
083PT	30.81976	32.35263	33.96995	35.61322	37.44487
084PT	31.58620	33.15153	34.80782	36.52255	38.38667
085PT	32.35912	33.96995	35.61322	37.44487	39.32848
086PT	33.15803	34.80782	36.52255	38.38667	40.29626
087PT	33.97643	35.61322	37.44487	39.32848	41.27703
088PT	34.82081	36.52255	38.38667	40.29626	42.31628
089PT	35.70415	37.44487	39.32848	41.27703	43.34902
090PT	36.57044	38.38667	40.29626	42.31628	44.46397
091PT	37.47787	39.32848	41.27703	43.34902	45.54076
092PT	38.40716	40.29626	42.31628	44.46397	46.68334
093PT	39.37472	41.27703	43.34902	45.54076	47.82582
094PT	40.31495	42.31628	44.46397	46.68334	49.02297
095PT	41.30437	43.34902	45.54076	47.82582	50.25838
096PT	42.34844	44.46397	46.68334	49.02297	51.49927
097PT	43.38708	45.54076	47.82582	50.25838	52.75655
098PT	44.48583	46.68334	49.02297	51.49927	54.07942
099PT	45.56273	47.82582	50.25838	52.75655	55.40230

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
039	2097	2199	2313	2427	2548
040	2143	2248	2363	2482	2608
041	2197	2301	2419	2539	2666
042	2243	2351	2475	2601	2726
043	2295	2407	2530	2656	2792
044	2350	2468	2593	2723	2861
045	2401	2524	2649	2787	2925
046	2453	2586	2706	2850	2994
047	2518	2644	2777	2910	3063
048	2581	2699	2837	2986	3128
049	2634	2766	2904	3051	3202
050	2695	2833	2973	3118	3277
051	2760	2899	3040	3192	3347
052	2824	2961	3114	3266	3431
053	2892	3037	3183	3338	3517
054	2955	3109	3256	3418	3593
055	3027	3173	3334	3503	3680
056	3101	3250	3411	3581	3764
057	3169	3330	3494	3669	3850
058	3245	3406	3574	3755	3948
059	3323	3485	3664	3845	4037
060	3403	3570	3748	3939	4133
061	3480	3653	3839	4034	4226
062	3565	3745	3933	4123	4334
063	3643	3828	4025	4223	4433
064	3735	3919	4111	4327	4539
065	3819	4015	4217	4427	4644
066	3909	4108	4319	4530	4758
067	4008	4208	4418	4642	4865
068	4106	4312	4525	4746	4988
069	4204	4413	4634	4862	5102
070	4305	4523	4745	4986	5236
071	4405	4625	4858	5098	5355
072	4511	4740	4972	5216	5479
073	4617	4851	5096	5348	5616
074	4731	4967	5213	5476	5750
075	4844	5089	5335	5605	5887
076	4960	5206	5473	5744	6030
077	5076	5328	5599	5880	6172
078	5199	5454	5731	6018	6319
079	5321	5589	5867	6160	6471
080	5450	5726	6016	6314	6628
081	5580	5866	6156	6466	6785
082	5725	6005	6309	6624	6951
083	5866	6156	6466	6779	7127
084	6011	6309	6624	6951	7305
085	6158	6466	6779	7127	7486
086	6310	6624	6951	7305	7669
087	6467	6779	7127	7486	7855
088	6627	6951	7305	7669	8053
089	6795	7127	7486	7855	8252
090	6960	7305	7669	8053	8463
091	7133	7486	7855	8252	8668
092	7310	7669	8053	8463	8885
093	7494	7855	8252	8668	9102
094	7672	8053	8463	8885	9330
095	7861	8252	8668	9102	9566
096	8060	8463	8885	9330	9801
097	8258	8668	9102	9566	10041
098	8467	8885	9330	9801	10293
099	8672	9102	9566	10041	10545

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
042P7	13.73480	14.39353	15.15825	15.91540	16.71042
043P7	13.78469	14.46019	15.19506	15.95963	16.76877
044P7	14.38596	15.12040	15.86997	16.68771	17.52056
050P7	16.69629	17.53111	18.40765	19.32804	20.29444

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.2362	11.7993	12.4022	12.9985	13.6477
040PT	11.4946	12.0511	12.6672	13.2966	13.9724
041PT	11.7861	12.3426	12.9720	13.6146	14.2837
042PT	12.0180	12.5944	13.2635	13.9260	14.6216
043PT	12.3028	12.9057	13.5616	14.2440	14.9661
044PT	12.5877	13.2304	13.8862	14.6018	15.3305
045PT	12.8726	13.5285	14.1976	14.9330	15.6883
046PT	13.1575	13.8531	14.4958	15.2709	16.0394
047PT	13.4887	14.1645	14.8800	15.6088	16.4104
048PT	13.5053	14.4759	15.1980	15.9864	16.7682
049PT	14.1049	14.8204	15.5558	16.3508	17.1590
050PT	14.4626	15.1781	15.9400	16.7085	17.5566
051PT	14.7873	15.5227	16.2978	17.1127	17.9408
052PT	15.1318	15.8804	16.6887	17.5036	18.3847
053PT	15.4895	16.2845	17.0663	17.8944	18.8551
054PT	15.8406	16.6556	17.4439	18.3184	19.2592
055PT	16.2249	17.0133	17.8746	18.7756	19.7230
056PT	16.6092	17.4307	18.2787	19.1863	20.1801
057PT	16.9868	17.8481	18.7159	19.6501	20.6372
058PT	17.3909	18.2588	19.1532	20.1337	21.1540
059PT	17.8017	18.6762	19.6236	20.6107	21.6376
060PT	18.2389	19.1333	20.0873	21.1010	22.1477
061PT	18.6563	19.5772	20.5908	21.6178	22.6645
062PT	19.1068	20.0675	21.0612	22.1014	23.2343
063PT	19.5308	20.5114	21.5714	22.6446	23.7510
064PT	20.0145	21.0016	22.0418	23.1879	24.3274
065PT	20.4650	21.5250	22.5916	23.7179	24.8839
066PT	20.9486	22.0219	23.1415	24.2810	25.5067
067PT	21.4786	22.5453	23.6715	24.8707	26.0831
068PT	22.0086	23.1084	24.2479	25.4404	26.7323
069PT	22.5254	23.6384	24.8309	26.0698	27.3418
070PT	23.0686	24.2347	25.4338	26.7191	28.0375
071PT	23.5987	24.7845	26.0499	27.3286	28.6867
072PT	24.1750	25.4073	26.6462	27.9580	29.3691
073PT	24.7514	26.0036	27.3153	28.6536	30.0913
074PT	25.3477	26.6197	27.9381	29.3493	30.8068
075PT	25.9506	27.2822	28.5940	30.0250	31.5554
076PT	26.5733	27.9050	29.3294	30.7736	32.3239
077PT	27.2027	28.5675	30.0051	31.5090	33.0726
078PT	27.8520	29.2234	30.7140	32.2643	33.8676
079PT	28.5277	29.9521	31.4428	33.0129	34.6825
080PT	29.1969	30.6809	32.2510	33.8344	35.5239
081PT	29.9190	31.4362	32.9997	34.6494	36.3586
082PT	30.6743	32.1782	33.8146	35.5040	37.2530
083PT	31.4362	32.9997	34.6494	36.3255	38.1938
084PT	32.2179	33.8146	35.5040	37.2530	39.1544
085PT	33.0063	34.6494	36.3255	38.1938	40.1151
086PT	33.8212	35.5040	37.2530	39.1544	41.1022
087PT	34.6560	36.3255	38.1938	40.1151	42.1026
088PT	35.5172	37.2530	39.1544	41.1022	43.1626
089PT	36.4182	38.1938	40.1151	42.1026	44.2160
090PT	37.3019	39.1544	41.1022	43.1626	45.3533
091PT	38.2274	40.1151	42.1026	44.2160	46.4516
092PT	39.1753	41.1022	43.1626	45.3533	47.6170
093PT	40.1622	42.1026	44.2160	46.4516	48.7823
094PT	41.1213	43.1626	45.3533	47.6170	50.0034
095PT	42.1305	44.2160	46.4516	48.7823	51.2636
096PT	43.1954	45.3533	47.6170	50.0034	52.5293
097PT	44.2548	46.4516	48.7823	51.2636	53.8117
098PT	45.3756	47.6170	50.0034	52.5293	55.1610
099PT	45.5627	47.8258	50.2584	52.7566	55.4023

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
039	2139	2243	2359	2476	2599
040	2186	2293	2410	2532	2660
041	2241	2347	2467	2590	2719
042	2288	2398	2524	2653	2781
043	2341	2455	2581	2709	2848
044	2397	2517	2645	2777	2918
045	2449	2574	2702	2843	2984
046	2502	2638	2760	2907	3054
047	2568	2697	2833	2968	3124
048	2633	2753	2894	3046	3191
049	2687	2821	2962	3112	3266
050	2749	2890	3032	3180	3343
051	2815	2957	3101	3256	3414
052	2880	3020	3176	3331	3500
053	2950	3098	3247	3405	3587
054	3014	3171	3321	3486	3665
055	3088	3236	3401	3573	3754
056	3163	3315	3479	3653	3839
057	3232	3397	3564	3742	3927
058	3310	3474	3645	3830	4027
059	3389	3555	3737	3922	4118
060	3471	3641	3823	4018	4216
061	3550	3726	3916	4115	4311
062	3636	3820	4012	4205	4421
063	3716	3905	4106	4307	4522
064	3810	3997	4193	4414	4630
065	3895	4095	4301	4516	4737
066	3987	4190	4405	4621	4853
067	4088	4292	4506	4735	4962
068	4188	4398	4616	4841	5088
069	4288	4501	4727	4959	5204
070	4391	4613	4840	5086	5341
071	4493	4718	4955	5200	5462
072	4601	4835	5071	5320	5589
073	4709	4948	5198	5455	5728
074	4826	5066	5317	5586	5865
075	4941	5191	5442	5717	6005
076	5059	5310	5582	5859	6151
077	5178	5435	5711	5998	6295
078	5303	5563	5846	6138	6445
079	5427	5701	5984	6283	6600
080	5559	5841	6136	6440	6761
081	5692	5983	6279	6595	6921
082	5840	6125	6435	6756	7090
083	5983	6279	6595	6915	7270
084	6131	6435	6756	7090	7451
085	6281	6595	6915	7270	7636
086	6436	6756	7090	7451	7822
087	6596	6915	7270	7636	8012
088	6760	7090	7451	7822	8214
089	6931	7270	7636	8012	8417
090	7099	7451	7822	8214	8632
091	7276	7636	8012	8417	8841
092	7456	7822	8214	8632	9063
093	7644	8012	8417	8841	9284
094	7825	8214	8632	9063	9517
095	8018	8417	8841	9284	9757
096	8221	8632	9063	9517	9997
097	8423	8841	9284	9757	10242
098	8636	9063	9517	9997	10499
099	8845	9284	9757	10242	10756

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
042P7	14.00950	14.68140	15.46142	16.23371	17.04463
044P7	14.67368	15.42281	16.18737	17.02146	17.87097
050P7	17.03022	17.88173	18.77580	19.71460	20.70033

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.46091	12.03531	12.65024	13.25843	13.92068
040PT	11.72445	12.29209	12.92055	13.56253	14.25182
041PT	12.02179	12.58943	13.23139	13.88688	14.56941
042PT	12.25833	12.84624	13.52874	14.20450	14.91406
043PT	12.54888	13.16381	13.83283	14.52887	15.26544
044PT	12.83947	13.49496	14.16395	14.89378	15.63711
045PT	13.13004	13.79903	14.48157	15.23166	16.00204
046PT	13.42063	14.13017	14.78566	15.57630	16.36019
047PT	13.75849	14.44779	15.17760	15.92092	16.73860
048PT	13.77542	14.76537	15.50197	16.30612	17.10353
049PT	14.38696	15.11679	15.86686	16.67779	17.50221
050PT	14.75186	15.48168	16.25880	17.04269	17.90768
051PT	15.08300	15.83310	16.62373	17.45491	18.29962
052PT	15.43438	16.19799	17.02242	17.85362	18.75237
053PT	15.79930	16.61020	17.40761	18.25231	19.23218
054PT	16.15745	16.98866	17.79280	18.68481	19.64439
055PT	16.54941	17.35355	18.23204	19.15109	20.11742
056PT	16.94134	17.77929	18.64426	19.57006	20.58370
057PT	17.32652	18.20501	19.09026	20.04309	21.04996
058PT	17.73874	18.62399	19.53626	20.53639	21.57706
059PT	18.15771	19.04971	20.01605	21.02293	22.07036
060PT	18.60371	19.51599	20.48909	21.52301	22.59069
061PT	19.02944	19.96874	21.00265	22.05010	23.11779
062PT	19.48896	20.46882	21.48245	22.54339	23.69895
063PT	19.92146	20.92158	22.00278	23.09753	24.22603
064PT	20.41476	21.42163	22.48258	23.65164	24.81395
065PT	20.87427	21.95549	23.04346	24.19227	25.38160
066PT	21.36757	22.46231	23.60435	24.76665	26.01682
067PT	21.90819	22.99616	24.14496	25.36808	26.60472
068PT	22.44879	23.57056	24.73288	25.94924	27.26698
069PT	22.97588	24.11116	25.32753	26.59121	27.88867
070PT	23.53001	24.71934	25.94247	27.25345	28.59821
071PT	24.07063	25.28023	26.57093	27.87515	29.26047
072PT	24.65854	25.91545	27.17912	28.51713	29.95650
073PT	25.24645	26.52364	27.86164	29.22668	30.69309
074PT	25.85462	27.15207	28.49685	29.93624	31.42290
075PT	26.46956	27.82786	29.16586	30.62550	32.18651
076PT	27.10480	28.46308	29.91595	31.38910	32.97039
077PT	27.74676	29.13882	30.60523	32.13920	33.73401
078PT	28.40901	29.80783	31.32830	32.90958	34.54492
079PT	29.09829	30.55117	32.07164	33.67318	35.37610
080PT	29.78081	31.29452	32.89604	34.51113	36.23433
081PT	30.51738	32.06488	33.65967	35.34234	37.08579
082PT	31.28776	32.82171	34.49085	36.21406	37.99806
083PT	32.06488	33.65967	35.34234	37.05199	38.95765
084PT	32.86228	34.49085	36.21406	37.99806	39.93749
085PT	33.66643	35.34234	37.05199	38.95765	40.91735
086PT	34.49761	36.21406	37.99806	39.93749	41.92423
087PT	35.34908	37.05199	38.95765	40.91735	42.94462
088PT	36.22757	37.99806	39.93749	41.92423	44.02586
089PT	37.14659	38.95765	40.91735	42.94462	45.10032
090PT	38.04789	39.93749	41.92423	44.02586	46.26032
091PT	38.99198	40.91735	42.94462	45.10032	47.38061
092PT	39.95881	41.92423	44.02586	46.26032	48.56935
093PT	40.96545	42.94462	45.10032	47.38061	49.75799
094PT	41.94368	44.02586	46.26032	48.56935	51.00350
095PT	42.97307	45.10032	47.38061	49.75799	52.28882
096PT	44.05932	46.26032	48.56935	51.00350	53.57985
097PT	45.13992	47.38061	49.75799	52.28882	54.88791
098PT	46.28306	48.56935	51.00350	53.57985	56.26423
099PT	46.47398	48.78234	51.26355	53.81168	56.51035

ATTACHMENT E

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.