

COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO
AND
THE INYO COUNTY EMPLOYEES ASSOCIATION (AFSCME LOCAL 315)
2011-2013

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 the 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 Sunday and ends at 2400 hours the following Saturday (one minute after 12 midnight Sunday through 12 midnight on Saturday.)

- 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 for those non-exempt full-time employees scheduled on a 35 hour work week. Time and one-half compensation will be paid after 40 hours 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.
- 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. Semi-monthly Paydays. Employees covered by this Agreement shall be paid twice monthly (on the 5th and 20th of each month.) The County will make every effort to see that employees in outlying stations receive their checks on the last County business day prior to the 5th or 20th of each month.

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 based upon for A-Par employees 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 A-Pars just as miscellaneous employees. If an A-Par moves to a miscellaneous 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 rate of time and one half to A-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.
 - (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 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) County shall pay 75% of the premium for employee only health benefits, capped at \$472.83. Health insurance, as used in this section, does not include life, dental or vision insurance; (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 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 based upon for B-Par employees 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 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 shall be paid by the County. County will cover the 1% of base pay for all B-Par employees covered in the County Disability Program;
- (j) Employee moving from part-time status to full-time status will be allowed portability of vacation and sick 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. (1) Effective July 1, 2011, premiums paid by the County for Medical Insurance will be limited to the following:
- Employee Only - \$472.83
 - Employee plus 1- \$945.66
 - Employee plus Family - \$1,229.36

Any increase in the Medical Insurance premium will be the responsibility of the employee.

- 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 = \$100 per pay period
 - Eligible for *employee plus one* coverage = \$200 per pay period
 - Eligible for *family* coverage = \$300 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 effect 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 - CAREER LADDER PROCESS

The County will provide a career ladder process as outlined in Attachment C.

ARTICLE 15 - Left Blank

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 or 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 services.

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 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

- 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. Two-Tier Retirement System: Any new employee hired after the contract with PERS is ratified will be hired under the new PERS formula of 2%@60; and,
- the *highest year* will be based in the three 3 highest years of service;
 - the employee will pay 2% of the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.

ARTICLE 21 - PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

County agrees to meet and modify grievance procedure in Article XIII of the Personnel Rules and Regulations during the term of this Agreement.

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

Any employee assigned work in a higher classification will have their salary increased by a minimum of 5% or be increased to the higher classification for the time worked, which ever is greater, after five (5) working days, effective the first day worked.

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
- Supervising Group Counselors

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.

Section 2. The following uniform allowance applies only to Supervising Group Counselors:

Employees will receive \$50.00 twice a year for uniform cleaning reimbursement. This payment will be made to the employee on the first payroll in January and last payroll in July of each year.

Section 3. The County shall provide all other employees covered by this Agreement who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

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 October 1, 1990.

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 two-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 July 1, 2011 through June 30, 2013. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 44 - RATIFICATION AND EXECUTION

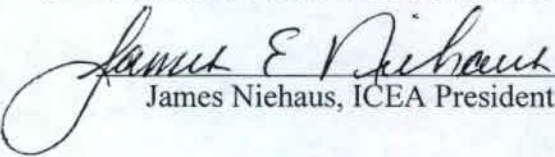
The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 28th day of June, 2011.

COUNTY OF INYO:



Susan Cash, Chairperson

INYO COUNTY EMPLOYEES ASSOCIATION:



James Niehaus, ICEA President

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

Agricultural Commissioner
Assessor
Assistant Assessor
Assistant Auditor-Controller
Assistant County Counsel
Assistant Director Health & Human Services
Assistant District Attorney
Assistant Treasurer/Tax-Collector
Assistant Auditor-Controller
Assistant Child Support Director
Assistant Clerk-Recorder
Auditor-Controller
Board of Supervisors
Chief Investigator
Chief Probation Officer
Child Support Director/Attorney
Clinical Services Director
County Administrative Officer
County Clerk-Recorder
County Counsel
County Hydrologist
Deputy Agricultural Commissioner
Deputy County Administrator
Deputy County Administrator/Economic Dev. Coordinator
Deputy County Counsel I-IV
Deputy Director Juvenile Institutions
Deputy Director Adult & Juvenile Probation
Deputy Director, Public Works Building Services
Deputy District Attorney I-IV
Director Environmental Health
Director Fiscal
Director Health & Human Services
Director of Information Services
Director Library Services
Director Mental Health
Director Planning
Director Public Works, Road Commissioner
Director of Social Services
Director Water
District Attorney
Labor Relations Administrator
Lieutenant
Management Analyst
Management Analyst Sr.
Managing Landfill Engineer

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

Mitigation Project Manager
Museum Services Administrator
Parks Field Supervisor/Motor Pool Manager
Program Chief, Adult Services
Program Chief, System of Care
Psychiatrist
Public Administrator/Guardian
Research Hydrologist
Risk Manager
Road Superintendent
Scientist
Science Program Coordinator
Senior Civil Engineer
Senior Planner
Sheriff
Treasurer/Tax-Collector
Undersheriff

ICEA REPRESENTED JOB CLASSIFICATIONS
ATTACHMENT B

ACCOUNT CLERK
ACCOUNT TECHNICIAN
ADDICTION COUNSELOR
ADDICTION SUPERVISOR
ADMINISTRATIVE ANALYST
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
CASE MANAGER
CHILD SUPPORT OFFICER
RECORDS ELECTIONS CLERK
RECORDER TECHNICIAN
COUNSELOR GROUP SUPERVISING
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 MECHANIC OPERATOR
EQUIPMENT OPERATOR HEAVY
FIELD ASSISTANT
FIELD PROGRAM COORDINATOR
FIELD TECHNICIAN
FISCAL SUPERVISOR
FOOD ASSISTANT
FOOD COOK
FOOD JUVENILE INSTITUTIONS
FOOD SUPERVISOR
GATE ATTENDANT
GIS TECHNICIAN
HHS SPECIALIST

ICEA REPRESENTED JOB CLASSIFICATIONS
ATTACHMENT B

HUMAN SERVICES SUPERVISOR
HYDROLOGIST
HYDROLOGIST RESEARCH
INTEGRATED CASE WORKER
NETWORK ANALYST
PROGRAMMER ANALYST
LABORATORY TECHNICIAN
LIBRARIAN
LIBRARIAN CENTRAL
LIBRARY SPECIALIST
LIBRARY TECHNICIAN
MANAGER PROGRESS HOUSE
MANAGER WIC PROGRAM
MOSQUITO HELPER
MOSQUITO SUPERVISOR
MOSQUITO TECHNICIAN
MUSEUM ASSISTANT
MUSEUM SPECIALIST
NURSE FAMILY PRACTITIONER
NURSE PUBLIC HEALTH
NURSE PSYCH
NURSE REGISTERED
OFFICE ASSISTANT LAB TECH
OFFICE ASSISTANT
OFFICE MANAGER
OPERATIONS MANAGER TECOPA
PARK HELPER
PARK CAMPGROUND CREW LEADER
PARK SPECIALIST
PLANNING ASSOCIATE
PLANNING ASSISTANT
PLANNING COORDINATOR
PLANNING SENIOR
PLANNING TECHNICIAN
PLANNING TRANSPORTATION
PREVENTION SPECIALIST
PROBATION ASSISTANT
PROGRAM COORDINATOR
PSYCHOTHERAPIST
ROAD MAINTENANCE SUPERVISOR
ROAD SHOP ASSISTANT
ROAD SHOP SUPERVISOR
SALT CEDAR COORDINATOR
ASSOCIATE SCIENTIST
SCIENCE COORDINATOR
SCIENTIST SENIOR
SCIENTIST

ICEA REPRESENTED JOB CLASSIFICATIONS
ATTACHMENT B

SCIENTIST VEGETATION
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
SITE MANAGER
SOCIAL WORKER
CIVIL OFFICER
DISPATCH
EVIDENCE TECHNICIAN
RECORDS CLERK
SHERIFF ADMIN ASSISTANT
VICTIM WITNESS ASSISTANT
VICTIM WITNESS COORDINATOR
YUCCA MOUNTAIN ANALYST

ATTACHMENT C

CAREER LADDERS

Definition: A career ladder is a term used to define movement through a job classification as the employee acquires additional skills, responsibility and experience from the entry level through the professional level of the job classification.

Due to the nature of some classifications, various County positions have natural career ladder progressions. Typically, these progressions will be identified in the job announcement/description and may include from two to four levels.

I. General Policy

- A) The County will establish Career Ladders where applicable.
- B) An employee shall be recommended for advancement on a Career Ladder from I to II, at the discretion of the Department Head with concurrence of Personnel and without the specific approval of the Board of Supervisors.
- C) Career Ladder movement shall conform to the policies and procedures outlined below.
- D) Career Ladder movement beyond Level II will only be granted after approval of the Board of Supervisors.
- E) Career Ladder movement beyond Level II will only be considered once a year, during a pre-established window and in conjunction with the reclassification requests.
- F) Career Ladder advancement shall be denied only if:
 - the conditions listed below are not met.
 - funding is not available.
 - not approved by the Board of Supervisors.
- G) Article VII – Probationary Period, Section 7.2 – Initial Probation, of the Personnel Rules will be changed to “All persons hired into career positions shall serve an initial probation period of 6 months.”

II. Career Ladder Principles

- A) The following general descriptions shall apply:

<u>Level</u>	<u>Descriptions</u>
Entry/Trainee: I	Performs under close supervision (more than 50% of work supervised)
Journey Level: II	Performs under general supervision (less than 50% of work supervised); demonstrates growing autonomy and competence

Advanced Journey

Level: III

Increased responsibility which may be: lead worker designation, analysis, troubleshooting; seeks supervision when needed

Professional Level: IV

Varies by departmental requirements; most advanced work in series; may require special certification

- B) An employee will move from a Level I to a Level II through the Career Ladder after successfully completing the one-year service period.
- C) Movements between Levels II, III, and IV would be recommended to Personnel by the Department Head during a pre-established window, according to departmental needs and qualifications of incumbents and ultimately taken to the Board of Supervisors for approval.

III. Department Head shall be responsible for:

A) Movement from Level I to II:

- 1) Evaluating the employee in a timely manner;
- 2) Supporting or denying advancement to Level II as part of the 12-month evaluation;
- 3) Completing a Career Ladder action form with Personnel for advancements requested and submitting it to Personnel.

B) Movement beyond Level II:

- 1) Completing and signing a Career Ladder action form with Personnel during the pre-established window;
- 2) Providing a detailed explanation explaining why the advancement in the Career Ladder is warranted and necessary;
- 3) Providing an organizational chart detailing the changes in department structure (chart would include Career Ladders and reclassifications);
- 4) Justifying the proposed organizational change.

IV. Personnel shall be responsible for:

A) Movement from Level I to II:

- 1) Generating Career Ladder advancement paperwork in conjunction with the 12-month evaluation;
- 2) Evaluating Career Ladder action forms submitted by Department Heads;
- 3) Making a recommendation to the County Administrative Officer;
- 4) Processing the request for approval.

B) Movement beyond Level II:

- 1) Evaluating Career Ladder action forms submitted to Department Heads;
- 2) Reviewing the organizational impacts on the department;
- 3) Interviewing the employee, supervisors, and department head if necessary;
- 4) Making a recommendation the County Administrative Officer.

- V. In the event of a disagreement with Personnel, the Department Head may appeal directly to the County Administrative Officer.

- VI. Career Ladder Report to the Board of Supervisors
 - A. An organizational chart showing the before and after will be included for each department requesting any reclassifications or Career Ladder advancements;

 - B. An organizational chart showing the before and Career Ladder requests beyond Level II will be combined with the Reclassification Report;

 - C. Career Ladder requests will be organized in the same fashion as the Reclassification Report.

ATTACHMENT D
FULL-TIME MISCELLANEOUS EMPLOYEES
JULY 1, 2011

Range	Step A	Step B	Step C	Step D	Step E
039	2016	2114	2224	2332	2449
040	2060	2161	2272	2385	2507
041	2112	2212	2325	2440	2563
042	2156	2260	2378	2500	2621
043	2206	2314	2431	2553	2683
044	2259	2373	2492	2618	2750
045	2308	2426	2546	2678	2812
046	2358	2485	2601	2739	2877
047	2421	2541	2670	2797	2944
048	2480	2594	2726	2870	3007
049	2531	2659	2791	2932	3077
050	2590	2723	2858	2997	3150
051	2653	2786	2922	3068	3217
052	2715	2846	2993	3139	3298
053	2779	2919	3060	3209	3380
054	2840	2988	3129	3285	3454
055	2910	3050	3205	3367	3537
056	2980	3124	3278	3442	3618
057	3046	3201	3358	3526	3701
058	3119	3274	3435	3609	3795
059	3194	3350	3522	3696	3880
060	3271	3431	3603	3786	3973
061	3345	3511	3690	3877	4062
062	3426	3600	3780	3963	4166
063	3502	3679	3869	4059	4261
064	3590	3767	3951	4159	4363
065	3671	3859	4053	4255	4464
066	3757	3948	4151	4354	4574
067	3852	4044	4246	4462	4676
068	3946	4144	4349	4562	4794
069	4041	4241	4454	4674	4904
070	4138	4347	4561	4792	5032
071	4234	4445	4670	4900	5147
072	4336	4556	4779	5014	5267
073	4437	4663	4898	5140	5398
074	4547	4775	5011	5264	5526
075	4656	4891	5127	5387	5659
076	4768	5004	5261	5521	5796
077	4878	5122	5381	5652	5932
078	4997	5242	5509	5784	6074
079	5115	5372	5639	5921	6220
080	5238	5504	5782	6069	6371
081	5364	5638	5917	6215	6522
082	5503	5772	6064	6367	6681
083	5638	5917	6215	6516	6850
084	5777	6064	6367	6681	7022
085	5919	6215	6516	6850	7195
086	6065	6367	6681	7022	7372
087	6216	6516	6850	7195	7550
088	6370	6681	7022	7372	7740
089	6531	6850	7195	7550	7931
090	6690	7022	7372	7740	8134
091	6856	7195	7550	7931	8331
092	7026	7372	7740	8134	8540
093	7203	7550	7931	8331	8749
094	7375	7740	8134	8540	8968
095	7556	7931	8331	8749	9194
096	7747	8134	8540	8968	9421
097	7937	8331	8749	9194	9651
098	8138	8540	8968	9421	9893
099	8335	8749	9194	9651	10135

**ATTACHMENT D
HOURLY MISCELLANEOUS EMPLOYEES
JULY 1, 2011**

PART-TIME 7 HOUR

Range	Step A	Step B	Step C	Step D	Step E
039P7	12.34272	12.96130	13.62356	14.27854	14.99173
040P7	12.62654	13.23785	13.91466	14.60603	15.34832
042P7	13.20146	13.83461	14.56964	15.29738	16.06153
043P7	13.51440	14.17666	14.89712	15.64670	16.43997
044P7	13.82733	14.53325	15.25372	16.03971	16.84022

**ATTACHMENT D
HOURLY MISCELLANEOUS EMPLOYEES
JULY 1, 2011**

PART-TIME 8 HOUR

Range	Step A	Step B	Step C	Step D	Step E
039PT	10.79987	11.34114	11.92061	12.49372	13.11777
040PT	11.04822	11.58311	12.17532	12.78027	13.42980
041PT	11.32840	11.86330	12.46824	13.08592	13.72909
042PT	11.55129	12.10529	12.74843	13.38522	14.05385
043PT	11.82509	12.40456	13.03499	13.69088	14.38497
044PT	12.09892	12.71660	13.34701	14.03475	14.73520
045PT	12.37274	13.00314	13.64631	14.35314	15.07908
046PT	12.64656	13.31518	13.93286	14.67789	15.41657
047PT	12.96494	13.61447	14.30220	15.00265	15.77316
048PT	12.98088	13.91374	14.60785	15.36562	16.11704
049PT	13.55715	14.24488	14.95171	15.71585	16.49273
050PT	13.90101	14.58874	15.32103	16.05971	16.87480
051PT	14.21304	14.91988	15.66491	16.44816	17.24414
052PT	14.54417	15.26373	16.04061	16.82386	17.67078
053PT	14.88803	15.65217	16.40358	17.19956	18.12291
054PT	15.22553	16.00879	16.76655	17.60711	18.51135
055PT	15.59487	16.35264	17.18046	18.04650	18.95710
056PT	15.96421	16.75382	17.56890	18.44130	19.39648
057PT	16.32717	17.15499	17.98918	18.88705	19.83585
058PT	16.71561	17.54979	18.40946	19.35190	20.33255
059PT	17.11042	17.95097	18.86157	19.81038	20.79739
060PT	17.53069	18.39035	19.30732	20.28162	21.28772
061PT	17.93186	18.81699	19.79126	20.77830	21.78441
062PT	18.36488	19.28823	20.24339	21.24314	22.33205
063PT	18.77243	19.71487	20.73371	21.76532	22.82873
064PT	19.23728	20.18608	21.18584	22.28747	23.38274
065PT	19.67029	20.68915	21.71437	22.79691	23.91765
066PT	20.13514	21.16674	22.24290	23.33817	24.51624
067PT	20.64458	21.66979	22.75233	23.90491	25.07023
068PT	21.15400	22.21106	23.30634	24.45255	25.69428
069PT	21.65069	22.72048	23.86670	25.05749	26.28012
070PT	22.17285	23.29359	24.44617	25.68154	26.94874
071PT	22.68229	23.82213	25.03838	26.26738	27.57279
072PT	23.23629	24.42071	25.61150	26.87232	28.22868
073PT	23.79029	24.99382	26.25465	27.54095	28.92278
074PT	24.36339	25.58601	26.85322	28.20958	29.61050
075PT	24.94286	26.22281	27.48364	28.85909	30.33007
076PT	25.54145	26.82139	28.19046	29.57866	31.06874
077PT	26.14639	27.45816	28.83999	30.28549	31.78831
078PT	26.77044	28.08858	29.52135	31.01143	32.55245
079PT	27.41997	28.78905	30.22181	31.73099	33.33569
080PT	28.06312	29.48952	30.99868	32.52061	34.14441
081PT	28.75721	30.21545	31.71826	33.30387	34.94677
082PT	29.48315	30.92864	32.50150	34.12531	35.80642
083PT	30.21545	31.71826	33.30387	34.91492	36.71066
084PT	30.96686	32.50150	34.12531	35.80642	37.63399
085PT	31.72463	33.30387	34.91492	36.71066	38.55733
086PT	32.50787	34.12531	35.80642	37.63399	39.50614
087PT	33.31023	34.91492	36.71066	38.55733	40.46768
088PT	34.13805	35.80642	37.63399	39.50614	41.48655
089PT	35.00407	36.71066	38.55733	40.46768	42.49904
090PT	35.85337	37.63399	39.50614	41.48655	43.59213
091PT	36.74301	38.55733	40.46768	42.49904	44.6478
092PT	37.65408	39.50614	41.48655	43.59213	45.76798
093PT	38.60267	40.46768	42.49904	44.6478	46.88806
094PT	39.52446	41.48655	43.59213	45.76798	48.06174
095PT	40.49448	42.49904	44.64780	46.88806	49.27292
096PT	41.51808	43.59213	45.76798	48.06174	50.48948
097PT	42.53635	44.6478	46.88806	49.27292	51.72211
098PT	43.61356	45.76798	48.06174	50.48948	53.01904

ATTACHMENT D
HOURLY MISCELLANEOUS EMPLOYEES
JULY 1, 2011

099PT	44.66934	46.88806	49.27292	51.72211	54.31598
-------	----------	----------	----------	----------	----------