

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 2nd day of January 2018 an order was duly made and entered as follows:

PERSONNEL –
MLK
DAY/RESO#
2018-02 AND
2018-03

Moved by Supervisor Pucci and seconded by Supervisor Griffiths to approve a resolution titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolutions Pertaining to the Subject to the Extent They are Inconsistent," and authorize the Chairperson to sign; and B) approve a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and Other Terms and Conditions of Employment for Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolutions Pertaining to that Subject to the Extent They Are Inconsistent," and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

WITNESS my hand and the seal of said Board this 2nd
Day of January, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

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| CC Purchasing Personnel X Auditor CAO Other: DATE: January 17, 2018 |

RESOLUTION NO 2018-02

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Management are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management and shall be subject to the salary and/or terms and conditions of employment set forth below:

| |
|--------------------------------|
| CAO ASSISTANT |
| CAO DEPUTY |
| CAO SENIOR DEPUTY |
| COUNTY COUNSEL ASSISTANT SR |
| COUNTY COUNSEL DEPUTY |
| HHS DEPUTY DIRECTOR AGING & SS |
| HHS DEPUTY DIRECTOR BEHAV HLTH |
| HHS DEPUTY DIRECTOR PUB HEALTH |
| HHS ASSISTANT DIRECTOR |
| INFORMATION TECHNOLOGY DIRECTO |
| MANAGEMENT ANALYST SENIOR |
| PERSONNEL DEPUTY DIRECTOR |
| DEPUTY DIRECTOR PLANNING |
| PROBATION DEP CHF ADULT/JUVEN |
| PROBATION DEP CHIEF JUV INST |
| PUBLIC WORKS DEPUTY |
| RISK MANAGER |

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the “County”) has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees not represented by any employee bargaining unit. This Resolution applies to those positions listed below:

| |
|--------------------------------|
| CAO ASSISTANT |
| CAO DEPUTY |
| CAO SENIOR DEPUTY |
| COUNTY COUNSEL ASSISTANT SR |
| COUNTY COUNSEL DEPUTY |
| HHS DEPUTY DIRECTOR AGING & SS |
| HHS DEPUTY DIRECTOR BEHAV HLTH |
| HHS DEPUTY DIRECTOR PUB HEALTH |
| HHS ASSISTANT DIRECTOR |
| INFORMATION TECHNOLOGY DIRECTO |
| MANAGEMENT ANALYST SENIOR |
| PERSONNEL DEPUTY DIRECTOR |
| DEPUTY DIRECTOR PLANNING |
| PROBATION DEP CHF ADULT/JUVEN |
| PROBATION DEP CHIEF JUV INST |
| PUBLIC WORKS DEPUTY |
| RISK MANAGER |

Persons in these positions are hereinafter referred to as “Management Employees”.

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions with regards to the Management Employees covered by this Resolution to the extent they are inconsistent herewith.

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 bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Management Employees 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.

Section 3. Whenever the masculine gender is used in this Resolution, 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. The Obligation of Management Employee is to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. Officials in arranging their work schedule will coordinate and make arrangement to fulfill the requirements of the services and work, which are necessary.
- b. Management Employee's on either a seven or eight hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Management Employee's on a four day, ten hour per day work schedule will generally work four consecutive days with three consecutive days off.
- d. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- e. Any transfer of a Management Employee to another position shall be at 8 hours per day.
- f. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

Management Employees are FLSA Exempt employees.

ARTICLE 6. STANDBY COMPENSATION

Employees requested by the department head to serve in an after-hours response capacity will receive \$50.00, for performing standby duties on each regularly scheduled day and \$75.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.

ARTICLE 7. SALARIES

- a. Salaries
Management employees shall be paid a monthly salary as set forth in the schedule below and in Attachment A

April 2017: 1% COLA effective April 6, 2017 pay period.

July 2017: 1% COLA effective July 13, 2017, which is the first full pay period in July.

July 2018: 2% COLA effective July 12, 2018, which is the first full pay period in July.

- b. Longevity Pay: The County shall provide Management employees 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 start date. If the Management employees start on the first through fifteenth of the month, the increase will begin the first of that month. If Management employees starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- c. Left Blank
- d. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8.

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ARTICLE 9. INSURANCE BENEFITS

- a. The County shall continue to provide Management Employees with the medical benefit plan administered by the Public Employees Retirement System (PERS).

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.

- b. The County shall reimburse Management Employees' 50% of the annual medical deductible after the full deductible per person has been paid.
- c. The County shall provide Management Employees', through Delta Dental, orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.

- d. County agrees to pay 100% of the premium for optical insurance.
- 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 Management 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 Management 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 Management Employees base salary to a maximum. Any 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 . The benefit will be as set forth in the Short Term Disability Program.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for Management Employees.

ARTICLE 13.

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ARTICLE 14.

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ARTICLE 15.

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ARTICLE 16. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any Management employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement. Management employees can donate directly to an employees. Management employee can only donate 10 days per calendar year.

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/her 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 Administrator 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/her 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/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

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

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

ARTICLE 19. HOLIDAYS

- a. Recognized Holidays. County holidays are as follows:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King Day)
Third Monday in February (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. Management employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

ARTICLE 20. RETIREMENT PROVISIONS

- a. County shall provide Management employee with the 2% 55 full formula PERS retirement for miscellaneous members.
- b. County shall pay the Management employees contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Management 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 PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

- f. Any change in retirement benefits negotiated by ICEA, Management Employees will be applied to management employees by future amendments to this resolution.

ARTICLE 21. PERSONNEL RULES/RESOLUTION

The Personnel Rules and Regulations are hereby incorporated.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

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.

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ARTICLE 25. OUT OF CLASSIFICATION PAY

Any employee assigned work in a higher classification will have his/her 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.

ARTICLE 27. Left Blank

ARTICLE 28. UNIFORMS

The County shall provide all employees covered by this Resolution 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 Resolution 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

County will use the performance evaluation agreed to in the ICEA MOU.

ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY

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

The County of Inyo will enforce the Alcohol and Drug 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 806.

ARTICLE 33. TUITION REIMBURSEMENT

The County will reimburse educational expenses to a maximum of \$350.00 per year per fiscal employee for tuition and books.

The County will consider allocating an additional amount to any given Management employee, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and which would benefit the Department and County.

The County will reimburse the Management employee for course work completed with a grade of 2.0 or higher. The Management 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. Smoking on County property shall only be allowed in designated smoking areas.

ARTICLE 35. MISTAKEN OVERPAYMENTS

Should any Management employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. However, not more than 10% of any such employees' net pay shall be deducted from any one paycheck for this purpose.

Notwithstanding this, Management employees will have the option of 10%-25% deducted from any one paycheck.

ARTICLE 36. LETTER OF REPRIMAND

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ARTICLE 37.

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ARTICLE 38.

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ARTICLE 39.

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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 Chief Administrative Officer or his designee so declares, any provisions of this Resolution, 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 affected Management employee may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

ARTICLE 41. SEPARABILITY

If any portion of this Resolution or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

ARTICLE 42.

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ARTICLE 43

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ARTICLE 44.

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PASSED AND ADOPTED this 2nd day of January, 2018, by the following vote of the Inyo County Board of Supervisors:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Tillemans, Totheroh

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Dan Totheroh, Chairperson, Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY: 
Darcy Ellis, Assistant