

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 6th day of July 2021 an order was duly made and entered as follows:

Personnel – Reso # 2021-37 (Non-Rep) and Reso # 2021-38 (Management)

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve and authorize the Chairperson to sign: A) Resolution No. 2021-37 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting 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 B) Resolution No. 2021-38, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Salary and Other 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." Motion carried unanimously.

Routing
CC Purchasing Personnel X Auditor CAO Other: DATE: July 12, 2021

WITNESS my hand and the seal of said Board this 6th
Day of July, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Sue Dishion

SUBJECT: Approval of Non-Represented and Management Resolutions

RECOMMENDED ACTION:

Request Board approve and authorize the Chairperson to sign: A) Resolution No. 2021-37 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting 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 B) Resolution No. 2021-38, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Salary and Other 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."

SUMMARY/JUSTIFICATION:

These resolutions are presented for your consideration and approval. These resolutions provide for all the same adjustments that are provided to the ICEA employees in the new MOU that was approved in June 2021.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve and direct staff to come back with other alternatives.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The adjustments listed in the resolutions have all been included in the Fiscal Year 2021-2022 Requested Budgets.

ATTACHMENTS:

1. 2021 Non Represented Salary Resolution
2. Attachment A - Non-Rep FLSA Positions

3. Attachment D - Non-Represented Salary Schedule 07.08.2021
4. 2021 Management Resolution
5. Attachment D - Management Salary Schedule 070821

APPROVALS:

Denelle Carrington

Created/Initiated - 6/28/2021

Darcy Ellis

Approved - 6/29/2021

Sue Dishion

Approved - 6/29/2021

Marshall Rudolph

Approved - 6/29/2021

Amy Shepherd

Final Approval - 6/30/2021

RESOLUTION NO 2021 - 37

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

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, there are non-represented 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 non-represented employees, excluding all Elected Officials, all Appointed Officials and all Management employees; and

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed to be non-represented employees, and shall be subject to the provisions below pertaining to salary and other terms and conditions of employment:

ADMINISTRATIVE ANALYST (ADMINISTRATION)	*C
ADMINISTRATIVE LEGAL SECRETARY (COUNTY COUNSEL)	*C
ASSOCIATE BUILDING OFFICIAL	
CAO / BOS ASSISTANT	*C
CODE ENFORCEMENT OFFICER	*C
EMERGENCY SERVICES OFFICER	
ENGINEER SENIOR CIVIL	
ENVIRONMENTAL HEALTH WATER MANAGER	
HHS ADMINISTRATIVE ASSISTANT	
INFORMATION TECHNOLOGY DEPUTY	
INTEGRATED WASTE MGMT PRG SUPERINTENDENT	
INTEGRATED WASTE MGMT PRG SUPERINTENDENT SR	
LIBRARY DIRECTOR	
MANAGEMENT ANALYST	
MUSEUM ADMINISTRATOR	
NETWORK ANALYST SR	
OFFICE TECHNICIAN (ADMINISTRATION)	
PAYROLL ANALYST	
PERSONNEL ANALYST	

PUBLIC INFORMATION OFFICER	
PROBATION MANAGER	
PROGRAM INTEGRITY QA MANAGER	
PROGRAMMER ANALYST SR	
PROGRAM CHIEF	
PSYCHIATRIST	
PURCHASING ASSISTANT	*C
ROAD SUPERINTENDENT	
SHERIFF ADMINISTRATIVE ASSISTANT	
*C - Confidential Positions	

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 employees not represented by any employee bargaining unit. This Resolution applies to those classifications listed above.

ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

This Resolution supersedes all prior Resolutions with regard to the 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 activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Non-represented 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. Employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- b. 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 Administrator 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 – FULL TIME EMPLOYEES

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full time non-exempt 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 non-exempt full time 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 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) for each hour worked. 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, a letter of ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- d. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- e. County will allow non-exempt full time employees to carry 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 current hourly rate.

ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION

- a. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$ 75.00, for performing standby duties on each regularly scheduled day and \$120.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. 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 he or she may be needed, but not formally placing the employee on standby.

ARTICLE 7. SALARIES

- a. Salaries: for employees shall be as set forth in attachment D.

All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March to March change of the BLS (Bureau of Labor Statistics) Riverside -San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

- b. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

10 years - 2%
15 years - 2%
20 years - 2%
25 years - 2%

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

ARTICLE 8. PART-TIME BENEFITS

Part-time Benefits will be the same as agreed to by ICEA.

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. County agrees to pay 100% of the premiums for optical insurance.
- d. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- e. County agrees to provide through Delta Dental for Dental insurance benefits orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- f. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.
- Eligible for employee only coverage = \$92.31 per pay period

- Eligible for employee plus one coverage = \$184.62 per pay period
- Eligible for family coverage = \$276.93 per pay period

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

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

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13. - UNIFORM

The following uniform allowance applies only to full-time Probation Manager and, any employees who are required to wear a full uniform.

- The uniform allowance shall be \$800.00 per year for the cleaning, replacement and maintenance of clothing.
- This allowance shall be paid per pay period in the amount of \$30.77.
- 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.

New employees only will receive a \$200.00 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$200.00 advancement is to come from the current \$800.00 annual payment, whereby a new employee's uniform allowance shall be reduced for the proration of the advance payment to \$23.08 per pay period for the first year of employment

ARTICLE 14.

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ARTICLE 15.

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ARTICLE 16. SICK LEAVE

- Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.

- b. 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. Employee may donate up to a maximum of 10 days per year of unused sick leave directly to any employee without using the sick leave bank. No employee will be allowed to donate more than ten days total in a calendar year.
- c. Any employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.

ARTICLE 17. VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be 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 40 hours 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 (President's Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

- b. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week and 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. 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.
- f. Any change to retirement benefits negotiated by the ICEA, will be applied to unrepresented employees by future amendments to this resolution.

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.

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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.

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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 law.

ARTICLE 32. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 806.

ARTICLE 33. TUITION REIMBURSEMENT

Employees will be eligible for the Tuition Reimbursement Program approved by the County.

ARTICLE 35. MISTAKEN OVERPAYMENTS

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. 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 Director of Personnel Services, 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.

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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 County 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 employee shall have the right to meet with the County regarding the impact on employees of the suspension of these provisions of this Resolution and any Personnel rules and policies.

ARTICLE 41.

This Resolution shall be in full force and effect from now until amended or rescinded.

ARTICLE 42.

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ARTICLE 43

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ARTICLE 44.

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PASSED AND ADOPTED this 6th day of July 2021 by the following vote of the Inyo County Board of Supervisors:

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

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Jeff Griffiths, Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: 

Darcy Ellis, Assistant

**ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR PURPOSES OF OVERTIME**

EMERGENCY SERVICES OFFICER
ENVIRONMENTAL HEALTH WATER MANAGER
INFORMATION TECHNOLOGY DEPUTY
INTEGRATED WASTE MGMT PRG SUPERINTENDENT
INTEGRATED WASTE MGMT PRG SUPERINTENDENT SR
LIBRARY DIRECTOR
MANAGEMENT ANALYST
MUSEUM ADMINISTRATOR
PUBLIC INFORMATION OFFICER
PROBATION MANAGER
PROGRAM INTEGRITY QA MANAGER
PROGRAM CHIEF
PSYCHIATRIST
ROAD SUPERINTENDENT

**ATTACHMENT D
NON-REPRESENTED EMPLOYEES
EFFECTIVE JULY 8, 2021
4% COLA**

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

RESOLUTION NO 2021- 38

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND OTHER 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:

AIRPORT DEPUTY DIRECTOR
ASSESSOR SENIOR
CAO ASSISTANT
CAO DEPUTY
CAO SENIOR DEPUTY
COUNTY COUNSEL ASST
COUNTY COUNSEL ASST SENIOR
COUNTY COUNSEL DEPUTY
DISTRICT ATTORNEY DEPY SENIOR
ENVIRONMENTAL HEALTH DEPY DIR
HHS DEPUTY DIRECTOR AGING & SS
HHS DEPUTY DIRECTOR BEHAV HLTH
HHS DEPUTY DIRECTOR PUBLIC HLT
HHS ASSISTANT DIRECTOR
INFORMATION SERVICES DIRECTOR
MANAGEMENT ANALYST SENIOR
PERSONNEL DEPUTY DIRECTOR
PLANNING DEPUTY DIRECTOR
PROBATION DEP CHF ADULT/JUVEN
PROBATION DEP CHIEF JUV INST

PUBLIC WORKS DEPUTY
RISK MANAGER
WATER DEPUTY DIRECTOR

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-Miliias-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 above:

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 transfer of a Management Employee to another position shall be at 8 hours per day.
- e. 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 \$75.00, for performing standby duties on each regularly scheduled day and \$120.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.

ARTICLE 7. SALARIES

a. Salaries

Management employees shall be paid a monthly salary as set forth in Attachment D.

All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March to March change of the BLS (Bureau of Labor Statistics) Riverside-San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

- b. Longevity Pay: The County 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 start on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

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

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for Management Employees.

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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 employee. Management employee can only donate 80 hourly 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 40 hours 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 28Three (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 (Presidents Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

b. 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, whichever 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.

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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

Employees will be eligible for the Tuition Reimbursement Program approved by the County.

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 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 6th day of July 2021 by the following vote of the Inyo County Board of Supervisors:

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

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Jeff Griffiths, Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: 

Darcy Ellis, Assistant

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

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