

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 16th day of January 2024 an order was duly made and entered as follows:

*CAO-Personnel –
Management and
Non-Represented/
Reso. #2024-04*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution No. 2024-04 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms of Conditions of Employment for Management and Non-represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Kingsley absent.

Routing
CC Purchasing Personnel X Auditor CAO Other: DATE: January 23, 2024

WITNESS my hand and the seal of said Board this 16th
Day of January, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nate Greenberg", is written over a horizontal line.

By: _____



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY



NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-26

Management and Non-Represented Resolution County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve Resolution No. 2024-04 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms of Conditions of Employment for Management and Non-represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This Resolution needs to be updated to include actions that were requested earlier in the agenda.

The changes to the Resolution will delete the Senior Budget Analyst; add the Budget and General Services Assistant Director; add the Undersheriff; and delete the Code Enforcement Officer. Additionally, Article 13. Undersheriff has been added to tie the Undersheriff position's safety benefits to the Law Enforcement Administrators Associations safety items.

FISCAL IMPACT:

Funding Source	Both General Fund and Non-General Fund Budgets	Budget Unit	Various
Budgeted?	Yes	Object Code	various
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
The positions that this resolution impacts are all currently budgeted.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve. However, this will impact several other requested actions to positions that were recently requested.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Personnel; Administration; Sheriff

ATTACHMENTS:

1. Resolution No. 2024-04: Management and Non-Represented

APPROVALS:

Denelle Carrington	Created/Initiated - 1/10/2024
Darcy Ellis	Approved - 1/10/2024
Denelle Carrington	Approved - 1/10/2024
Keri Oney	Approved - 1/11/2024
John Vallejo	Approved - 1/12/2024
Amy Shepherd	Approved - 1/12/2024
Nate Greenberg	Final Approval - 1/12/2024

RESOLUTION NO. 2024-04

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 AND 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 Management and 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 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 or Non-Represented and shall be subject to the salary and/or terms and conditions of employment set forth below:

MANAGEMENT CLASSIFICATIONS	
AGRICULTURAL COMMISSIONER DEPUTY	
ASSESSOR ASSISTANT	
AUDITOR-CONTROLLER ASSISTANT	
SR. BUDGET ANALYST	
CAO ASSISTANT	
CAO DEPUTY	
CAO DEPUTY SENIOR	
CHIEF INFORMATION OFFICER	
CHIEF INFORMATION OFFICER ASSISTANT	
CLERK-RECORDER ASSISTANT	
COUNTY COUNSEL ASSISTANT	
COUNTY COUNSEL CHIEF DEPUTY	
COUNTY COUNSEL DEPUTY	
DISTRICT ATTORNEY ASSISTANT	
DISTRICT ATTORNEY DEPUTY SENIOR	
ENGINEER SENIOR CIVIL	
ENVIRONMENTAL HEALTH WATER MANAGER	
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION	
HHS ASSISTANT DIRECTOR	
HHS DEPUTY DIRECTOR BEHAVIORAL HEALTH	
HHS DEPUTY DIRECTOR FISCAL OVERSIGHT & SPECIAL OPERATIONS	
HHS DEPUTY DIRECTOR PUBLIC ASSISTANCE & AGING	
HHS DEPUTY DIRECTOR SOCIAL & PLACEMENT SERVICES	

HHS DEPUTY DIRECTOR PUBLIC HEALTH	
MANAGEMENT ANALYST SENIOR	
PERSONNEL ASSISTANT DIRECTOR	
PROBATION DEPUTY CHIEF OFFICER	
PROGRAM INTEGRITY QA MANAGER SENIOR	
PUBLIC WORKS ASSISTANT DIRECTOR	
PUBLIC WORKS DEPUTY DIRECTOR AIRPORTS	
PUBLIC WORKS DEPUTY DIRECTOR BUILDING & GROUNDS	
PUBLIC WORKS DEPUTY DIRECTOR RECYCLING & WASTE MANAGEMENT	
PUBLIC WORKS DEPUTY DIRECTOR ROADS	
REGIONAL BROADBAND COORDINATOR	
RISK MANAGER & DIRECTOR OF SAFETY & DISABILITY PROGRAMS & SERVICES	
TREASURER-TAX COLLECTOR ASSISTANT	
UNDERSHERIFF	
WATER DEPUTY DIRECTOR	
NON-REPRESENTED CLASSIFICATIONS	
ADMINISTRATIVE ANALYST (ADMINISTRATION)	*C
ADMINISTRATIVE ASSISTANT TO CLERK RECORDER	
ADMINISTRATIVE ASSISTANT TO DISTRICT ATTORNEY	
ADMINISTRATIVE ASSISTANT TO HEALTH & HUMAN SERVICES DIRECTOR	
ADMINISTRATIVE ASSISTANT TO SHERIFF	
ADMINISTRATIVE LEGAL ASSISTANT TO COUNTY COUNSEL	*C
ADMINISTRATIVE OPERATIONS ANALYST	*C
ASSISTANT CLERK TO THE BOARD/PUBLIC RELATIONS LIAISON	*C
BUILDING ASSOCIATE OFFICIAL	
BUILDING TECHNICAL OFFICIAL	
CLINICAL ADMINISTRATOR	
EMERGENCY SERVICES MANAGER	
LIBRARY DIRECTOR	
MANAGEMENT ANALYST	
MUSEUM ADMINISTRATOR	
OFFICE TECHNICIAN (ADMINISTRATION)	*C
PAYROLL ANALYST	*C
PAYROLL MANAGER	*C
PERSONNEL ANALYST	*C
PERSONNEL ANALYST SENIOR	*C
PROBATION MANAGER	
PSYCHIATRIST	
PUBLIC INFORMATION OFFICER	
SAFETY COORDINATOR	*C
*C - CONFIDENTIAL CLASSIFICATIONS	

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

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions regarding the Management Employees and with regard to the Non-Represented 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 and 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 WORK WEEK

The County-designated standard workweek 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). The County-designated alternative workweek for "9/80" schedules shall begin exactly four hours after the start time of the 8-hour shift on the day of the week that corresponds with the employee's alternating regular day off.

- a. It is the obligation of a Management Employee 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. In planning their work schedule, Management Employees will coordinate and make arrangements to fulfill the requirements of the services and work which are necessary.
- b. Employees on an eight-hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Non-Represented employees may be assigned, and/or may request that their Department Head recommend to the CAO to work an alternative work schedule.
- d. Such alternative work schedules may include a "4/10s" schedule (four ten-hour workdays per County-designated standard workweek, consecutive unless otherwise agreed to by the Non-Represented employee and their supervisor). A "4/10s" schedule shall consist of no more than forty (40) hours during the County-designated standard workweek, as applicable, which may be at hours other than traditionally scheduled for the assigned shift.

Such alternative work schedules may include a “9/80” schedule (80 hours worked over 9 workdays per County designated pay-period). A “9/80” schedule shall consist of no more than forty (40) hours during the County-designated alternative workweek. The County-designated alternative workweek for the requested “9/80” schedule shall begin exactly four hours after the start time of the 8-hour shift on the day of the week that corresponds with the employee's alternating regular day off. A Non-Represented employee working a “9/80” schedule will work 36 hours (four 9-hour days) in one County-designated standard workweek and 44 hours (four 9-hour days and one 8-hour day) in the other County-designated standard workweek of the County-designated pay-period.

As approved by the County Administrative Officer, in his/her sole discretion, other alternative schedules may be assigned or accepted upon request.

- 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

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 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.

Management Employees are FLSA Exempt employees. Non-Represented employees listed on Attachment A are Exempt employees.

ARTICLE 6. STANDBY COMPENSATION

- a. Standby Compensation. Management and Non-Represented 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 standby 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 their 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. Provided, however, if the employee is not required to leave the location at which they would otherwise remain (e.g., the employee takes a call at home, and/or makes calls from home) then the employee will receive time and one-half for the actual hours (calculated in fifteen-minute increments) worked.

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 instances after the first two in a 12-hour period will be paid at normal overtime rates.

Management employees are not eligible for overtime compensation and as such, are not eligible for call-out compensation.

- 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: Employees shall be paid as set forth in Attachment B for Management and Non-Represented employees, Attachment C for Elected Assistants, and Attachment D for the Assistant CAO, Assistant County Counsel, Chief Information Officer and the Regional Broadband Coordinator.

All salaries shall be adjusted annually on the first full pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change in the BLS (Bureau of Labor Statistics) Riverside – San Bernardino – Ontario 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: Non-Management employees working swing shifts (as defined by the ICEA MOU) shall receive a shift differential of 2%. Those working graveyard shifts (as defined by the ICEA MOU) shall receive a shift differential of 4%.

As of the time this Resolution is being considered, currently:

Sheriff's Department - Dispatch

10:00 a.m. - 8:00 p.m. - Swing Shift
2:00 p.m. - 12:00 a.m. - Swing Shift
4:00 p.m. - 2:00 a.m. - Swing Shift
8:00 p.m. - 6:00 a.m. - Graveyard Shift

Public Works - Custodian

12:30 p.m. - 9:00 p.m. - Swing Shift
4:00 p.m. - 12:30 a.m. - Swing Shift
2:00 p.m. - 11:00 p.m. - Swing Shift

Health and Human Services - Progress House

11:30 a.m. - 9:30 p.m. - Swing Shift

9:15 p.m. - 7:15 a.m. - Graveyard Shift

Management employees are not eligible for shift differential pay.

- d. Bilingual Pay: The County will provide four tiers of bilingual compensation based on the degree of fluency needed by the Department and demonstrated by an eligible Employee, as follows:

- Tier I – Those who can communicate with the public = 2% of their base rate of pay.
- Tier II – Those who interview and interrogate = 3% of their base rate of pay.
- Tier III – Those who speak, read, and write = 5% of their base rate of pay.
- Tier IV – Those who are certified interpreters = 7% of their base rate of pay.

The County shall determine its need for bilingual communication skills including which positions qualify for pay under this section. The County may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite to being eligible for bilingual pay.

Management employees are not eligible for bilingual pay.

- e. 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. Medical: The County shall continue to provide Management and Non-Represented employees with the medical benefit plan administered by the Public Employees Retirement system (PERS).
- b. County agrees to pay 80% of the premium of all PERS or PORAC Plans available to County Employees. Employees will be responsible for 20% of the premium.
1. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
 2. 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
- c. Dental: County agrees to pay 100% of the monthly premium (for employee and dependents) for dental insurance. County agrees to provide through Delta Dental, orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.

- d. Optical: County agrees to pay 100% of the monthly premium (for employee and dependents) for optical insurance.
- e. Life: County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy on employee.

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. UNDERSHERIFF

Notwithstanding any applicable provisions to the contrary in the Management and Non-Represented Resolution #2024-04 or any successor resolution thereto, the Undersheriff will follow the Law Enforcement Administrators Association (LEAA) salary table, and be provided the same COLA and equity adjustments, recognized holidays, safety retirement plan, retention incentive pay and be eligible to participate in the flexible benefit plan, deferred compensation plan, 401A plan, safety medical, safety vision, safety dental, long term disability, and clothing allowance.

ARTICLE 14. CAREER LADDER

For those Non-Represented positions that have an assigned classification career ladder, (e.g. Office Tech I-III), the County will follow the career ladder criteria as defined in the ICEA MOU.

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 employee who retires from the County may donate sick leave to the sick leave bank, without complying with any donation limits.

- c. Management and Non-Represented employees may donate directly to an employee. Management and Non-Represented employees may only donate 80 hours per calendar year.

ARTICLE 17. VACATION LEAVE

The maximum number of vacation days which may be accrued shall be 35 eight-hour days (280 hours). There shall be no accrual more than 35 eight-hour days (280 hours).

- 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.
 - 3. The County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation more than 20 consecutive workdays 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.

- Management employees and non-exempt Non-Represented employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.
- A Non-Represented employee, who is not FLSA exempt, 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-hours workday. 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 shall provide employees 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County shall pay employee’s contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefits to (Classic) 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 for Classic members as amended in the County PERS contract.

PERS Employees hired after January 2013 fall under PEPRA

- a. County shall provide employees 2% at 62 PERS formula.
- b. Employees will be required to pay at least 50% of normal cost.
- c. Employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefits to (PEPRA) miscellaneous employees shall consist of:
 1. Final compensation is to be based on the three highest years of service.
 2. Include post-retirement survivor allowance.
 3. Allow 260 days of accrued sick leave to be added to service credit.
 4. All other provisions for PEPRA members as amended in the County PERS contract.

Any change in retirement benefits negotiated by ICEA will be applied to Management and Non-Represented Employees.

ARTICLE 21. PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail. In the event of a conflict between the Personnel Rules and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail. In the event of a conflict between this Resolution and an employment agreement between the County and an employee covered by this Resolution, the employment agreement 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 by the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, the County Travel Policy will be followed.

ARTICLE 24.

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ARTICLE 25. OUT OF CLASSIFICATION PAY

Out of Class pay will be paid in accordance with Personnel Rule, Article IV Classification Plan, Rule 4.8.

ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES

Management employees are FLSA exempt.

Attachment A lists those Non-Represented classifications, which are FLSA exempt.

ARTICLE 27.

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ARTICLE 28. UNIFORMS

This resolution covers uniforms for two different groups of employees across three different departments.

1. The County shall provide the necessary uniforms to all Parks & Recreation and Code Enforcement employees covered by this Resolution who are required by the County to wear a uniform.
2. The following applies only to the full-time Probation Manager, and Deputy Chief Probation Officer.
 - a. The County shall provide the employees with a list of the required uniforms.
 - b. The uniform allowance shall be \$800 per year for the purchase, cleaning, replacement, and maintenance of clothing.
 - c. The allowance shall be paid per pay period in the amount of \$30.77.
 - d. 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.
 - e. New employees (only new employees) will receive a \$200 advancement of uniform allowance, non-accountable plan, to be paid through payroll. The \$200 advancement is to come from the current \$800 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 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 upon in the ICEA MOU.

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

The County will enforce its Alcohol and Drug Abuse policy.

The County 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 10.2.

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, vaping, or chewing of tobacco in any County facility, or County vehicle. Smoking or vaping on County property shall only be allowed in designated smoking areas.

ARTICLE 35. MISTAKEN OVERPAYMENT

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. Impacted employee will have the option of deducting between 10% and 100% of the overpayment from any one paycheck until full amount is deducted, however it will not be mandatory that more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose.

ARTICLE 36. LETTER OF REPRIMAND

Any Non-Represented 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 hearing or review 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 affected Management and Non-Represented employees 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.

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 16th day of January 2024 by the following vote of the Inyo County Board of Supervisors:

AYES: -4- Supervisors Griffiths, Marcellin, Orrill, Roeser

NOES: -0

ABSTAIN: -0-

ABSENT: -1- Supervisor Kingsley



Matt Kingsley Chairperson, Inyo County Board of Supervisors

Attest: Nate Greenberg
Clerk of the Board

BY: 

Darcy Ellis, Assistant Clerk of the Board