



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: The First, Second, And Third Tuesday of each month. Location of meeting is specified at far right.

Regular Meeting

MEETING LOCATION
Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

December 18, 2012

TELECONFERENCE LOCATIONS: 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board : lroberts@mono.ca.gov.

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM **Call meeting to Order**

Pledge of Allegiance

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

Approximately thru **CLOSED SESSION**
10:00 a.m.

BOARD OF SUPERVISORS

1a) **Closed Session--Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

1b) **Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: dispute regarding Conway Ranch grant compliance.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

2) **APPROVAL OF MINUTES**

A. Approve Minutes of the Regular meeting held on December 4, 2012.

3) **BOARD MEMBER REPORTS**

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

Approximately 10 **COUNTY ADMINISTRATIVE OFFICE**
Minutes

4) CAO Report regarding Board Assignments (Jim Arkens)
RECOMMENDED ACTION: Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

10:00 a.m. **DEPARTMENT REPORTS/EMERGING ISSUES**
Approximately 15 (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)
minutes

Approximately 5
minutes for
Consent Items

CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

CLERK OF THE BOARD

5a) **Appointment to CSA 1 Board of Directors** - Ron Glende has resigned from the CSA 1 Board of Directors. The CSA 1 Board is recommending appointment of Lynda Salcido to fill this vacancy.

Recommended Action: Appoint Lynda Salcido to fill the vacancy on the CSA 1 Board of Directors created by the resignation of Ron Glende; the term will expire November 30, 2014.

Fiscal Impact: None.

ELECTIONS

6a) **Appointment to White Mountain Fire Protection District Board of Commissioners** - Make appointment to White Mountain Fire Protection District Board of Commissioners pursuant to California Elections Code §10515(b).

Recommended Action: Appoint Kathryn Williams to serve on the White Mountain Fire Protection District Board of Commissioners. This term will expire November 30, 2016.

Fiscal Impact: None.

PUBLIC WORKS - SOLID WASTE DIVISION

7a) **Letter to CalRecycle re: Town of Mammoth Lakes Diversion** - Consider follow-up letter to CalRecycle, providing an update since the July 2012 letter, and providing additional information and County perspective on regional diversion solutions.

Recommended Action: Authorize Chair to sign letter and send to CalRecycle.

Fiscal Impact: None.

COMMUNITY DEVELOPMENT - BUILDING DIVISION

8a) **Limited Density Owner Built Rural Dwellings** - Proposed ordinance Limited Density Owner Built Rural Dwellings adopting Chapter 15.50 of the Mono County Code Pertaining to Limited Density Owner-Built Rural Dwellings.

Recommended Action: Adopt proposed ordinance #ORD12-_____, adopting Chapter 15.50 of the Mono County Code Pertaining to Limited Density Owner-Built Rural Dwellings.

Fiscal Impact: None.

FINANCE

Additional Departments: Behavioral Health

9a) **Mental Health Plan Contract** - Proposed amendment extending the term of contract with State of California, Department of Health Care Services pertaining to specialty mental health services.

Recommended Action: Approve County entry into proposed contract amendment and authorize Robin Roberts to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: None, extension of contract term only.

Additional Departments: County Administration

9b) **Retirement Plan Signature Authority** - Retirement Plan Signature Authority.

Recommended Action: Approve and Authorize the Chairman's signature on proposed resolution authorizing individuals to act on behalf of Mono County Retirement Plans.

Fiscal Impact: There is no fiscal effect to the County as administrative fees on each individual employee owned account pay for the administration of the plans.

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are available for review and are located in the Office of the Clerk of the Board

CLERK OF THE BOARD

10a) **No Correspondence** -

SHERIFF CORONER

11a) **Resolution of the Board of Supervisors in Appreciation of Sheriff Richard C. Scholl** (Sheriff Richard C. Scholl) - The Mono County Board of Supervisors will present Sheriff Richard C. Scholl a resolution in appreciation for his years of service with the Mono County Sheriff's Office.
10 minutes

Recommended Action: Approve resolution.

Fiscal Impact: No fiscal impact.

BOARD OF SUPERVISORS

12a) **Certificate of Appreciation for the Inyo National Forest** (Supervisor Bauer) - Certificate of Appreciation for the Inyo National Forest thanking them for their ongoing efforts and success to "Keep June Mountain Open". Supervisor Bauer is sponsoring this item.
10 minutes

Recommended Action: Present Certificate of Appreciation to the Inyo National Forest.

Fiscal Impact: None.

Additional Departments: CAO, Finance, County Counsel

12b)
10 minutes

Paramedic MOU (Jim Arkens, Marshall Rudolph, Brian Muir) - Resolution approving a new memorandum of understanding between the County and the Mono County Paramedic Rescue Association and adopting new personnel rules and a new job description applicable to that bargaining unit.

Recommended Action: Adopt proposed Resolution #R12-_____, approving a new memorandum of understanding between the County and the Mono County Paramedic Rescue Association and adopting new personnel rules and a new job description applicable to that bargaining unit.

Fiscal Impact: Estimated savings of \$148,000/year.

ECONOMIC DEVELOPMENT

13a)
20 minutes

June Lake Winter Campaign Update (Ralph Lockhart, June Lake Revitalization Committee; Jeff Simpson, Economic Development) - Presentation by Ralph Lockhart, June Lake Revitalization Committee and Jeff Simpson, Economic Development staff regarding an update on the June Lake Winter 2013 Campaign.

Recommended Action: None (informational only). Provide any desired direction to staff.

Fiscal Impact: None.

LUNCH

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

SOCIAL SERVICES

Additional Departments: HR

14a)
5 minutes

Request to Re-Allocate Position and Fill Said Position (Julie M. Tiede) - Request to re-allocate vacant FTS I/II position to an Eligibility Worker I/II and fill Eligibility Worker position.

Recommended Action: Approve the Department of Social Services's to re-allocate the existing vacant FTS I/II position to an Eligibility Worker I/II and fill such vacant position.

Fiscal Impact: There is no new additional cost to the County. Both the FTS I/II and Eligibility Worker I/II start at Range 51 Step A. Accordingly this cost was budgeted for Fiscal Year 12-13. The annual salary and benefits are estimated at \$67,736.00 (Salary, \$34,896.00, Benefits, \$32,840.00). At an estimated 8.5% County share of costs, the General Fund cost for this position is \$5,758.00 annually.

PROBATION

15a)
10 minutes

Approval to Advertise for a Deputy Probation Officer III Position (Karen Humiston, CPO) - Currently the Probation office has a vacant Deputy Probation Officer III position, which was filled from 2006 to 2012. The current Probation staff is Deputy Probation Officers I/II and with the resignation of the Assistant Chief Probation officer, there is a need for a high level officer. This is a critical position needed by Probation because this position investigates the more difficult cases of juvenile delinquency and provides lead direction and work coordination for other probation and support staff.

Recommended Action: Approval by the Board of Supervisors to recruit and fill this position as a Deputy Probation Officer III.

Fiscal Impact: Cost for the remainder of FY 12-13 is \$60,738.65, of which \$25,650.00 is salary; \$19,986.90 is the employer portion of PERS and \$15,101.75 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$99,465.48, of which \$51,300.00 is salary, \$13,335.99 is the employer portion of PERS, and \$34,829.49 is the cost of benefits.

DISTRICT ATTORNEY

16a) **Employment Contract** (Tim Kendall/DA) - Proposed resolution approving a contract for a new deputy district attorney and prescribing the compensation, appointment and conditions of said employment.

5 minutes

Recommended Action: Adopt proposed resolution #r12-_____, approving a contract for a new deputy district attorney and prescribing the compensation, appointment and conditions of said employment.

Fiscal Impact: Approximate cost for the remainder of FY 12-13 is \$79557.83 of which \$50646.00 is salary; \$9536.55 is the employer portion of PERS, and \$19375.28 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$161312.72, of which \$101292.00 is salary; \$20286.49 is the employer portion of PERS, and \$39734.23 is the cost of the benefits.

AMBULANCE PARAMEDICS

Additional Departments: Public Health, Administration

17a) **Approval of Emergency Medical Services Manager Position** (Lynda Salcido/Jim Arkens) - Request to authorize the position of EMS Manager to oversee the operations of the Mono County EMS Program, under direction of the Public Health Director/EMS Director. Since the retirement of Mark Mikulicich, Fire & Paramedic Rescue Chief, in August, 2011, the oversight of this program has been assumed by Lynda Salcido, Public Health Director. This arrangement, while adequate, has not been ideal in that there are many areas of the program that require a higher degree of oversight and management. It is proposed to authorize the position of EMS Manager, reporting to the Public Health Director/EMS Director, to take on these responsibilities.

15 minutes

Recommended Action: Authorize and approve the position of a full time Emergency Medical Services Manager for the County EMS Program.

Fiscal Impact: The position would be At-Will. Salary and benefits are estimated to be \$125,778 of which \$75,000 is salary, \$15,210 is the employer portion of PERS, and \$35,568 is benefits. This amount would be paid for out of the General Fund within the Paramedic Budget. The mid-year budget will reflect this position. The annual salary of the former Fire & Paramedic Rescue Chief position was \$113,000 excluding benefits.

HUMAN RESOURCES

Additional Departments: Finance

18a) **Employment contract for Rosemary Glazier** (Jim Arkens) - Proposed resolution approving a two year contract with Rose Glazier as Assistant Director of Finance/Treasurer-Tax Collector, and prescribing the compensation, appointment and conditions of said employment.

5 minutes

Recommended Action: Adopt proposed resolution #R12-_____, approving a two year contract with Rose Glazier as Assistant Director of Finance/Treasurer-Tax Collector, and prescribing the compensation, appointment and conditions of said employment. Provide any desired direction to staff.

Fiscal Impact: Cost for the remainder of FY 12-13 is \$77,507 of which \$55,026 is salary; \$10,463 is the employer portion of PERS, and \$12,017 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$155,160, of which \$110,052 is salary; \$21,072 is the employer portion of PERS, and \$24,035 is the cost of the benefits.

COUNTY ADMINISTRATIVE OFFICE

19a) **Fiscal & Technical Specialist III Position in Administrative Office** (Jim Arkens) - Consider potential recruitment and hiring for FTS III position to be vacated this month in the County Administrator's office due to a retirement.

5 minutes

Recommended Action: Authorize recruitment and hiring for FTS III position in the County Administrator's office.

Fiscal Impact: Approximate cost for the remainder of FY 12-13 is \$40,645 of which \$21,252 is salary; \$4,052 is the employer portion of PERS, and \$15,341 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$81,290, of which \$42,504 is salary; \$8,104 is the employer portion of PERS, and \$30,682 is the cost of the benefits.

FINANCE

Additional Departments: County Administration

20a)

5 minutes

Fiscal & Technical Specialist IV Position in Finance Department (Brian Muir) - Consider potential recruitment and hiring for FTS IV position in the Finance Department to be vacated this month due to a lateral transfer to the Assessor's office resulting from a retirement.

Recommended Action: Authorize recruitment and hiring for FTS IV position in the Finance Department.

Fiscal Impact: Approximate cost for the remainder of FY 12-13 is \$43,829 of which \$23,460 is salary; \$4,473 is the employer portion of PERS, and \$15,896 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$87,659 of which \$46,920 is salary; \$8,946 is the employer portion of PERS, and \$31,793 is the cost of the benefits.

BOARD OF SUPERVISORS

21a)

10 minutes

Resolution of Appreciation (Board of Supervisors) - Consider and potentially a approve resolution thanking a departing employee for their service.

Recommended Action: Approve resolution.

Fiscal Impact: None.

ADJOURNMENT

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session--Human Resources		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Jim Arkens

PHONE/EMAIL: 760-932-5413 / jarkens@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
11/21/2012 10:43 AM	Clerk of the Board	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Conference with Legal Counsel		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: dispute regarding Conway Ranch grant compliance.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
12/12/2012 4:56 PM	County Administrative Office	Yes
12/12/2012 4:54 PM	County Counsel	Yes
12/13/2012 8:16 AM	Finance	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Board Minutes		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A. Approve Minutes of the Regular meeting held on December 4, 2012.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall
PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [12-4-12 draft mins](#)

History

Time	Who	Approval
12/7/2012 2:16 PM	County Administrative Office	Yes
12/11/2012 11:37 AM	County Counsel	Yes
12/10/2012 8:21 AM	Finance	Yes



DRAFT MINUTES
 BOARD OF SUPERVISORS, COUNTY OF MONO
 STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified at far right.

MEETING LOCATION
 County Courthouse,
 Bridgeport, CA 93517

Regular Meeting

December 4, 2012

Flash Drive	#1013
Minute Orders	M12-255 to M12-262
Resolutions	R12-84 to R12-85
Ordinance	Ord12-04 NOT USED

9:03 AM Meeting called to order by Chairwoman Bauer.

*Supervisors present: Bauer, Hansen, Hazard, Hunt and Johnston.
 Supervisors absent: None.*

Pledge of Allegiance led by Supervisor Hazard.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Closed Session: 9:04 a.m.

Break: 10:25 a.m.

Reconvene: 10:32 a.m.

Lunch: 11:50 a.m.

Reconvene: 1:06 p.m.

Adjourn: 3:14 p.m.

CLOSED SESSION

There was nothing to report out of closed session.

BOARD OF SUPERVISORS

- 1a) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

- 1b) Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: dispute regarding Conway Ranch grant compliance.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

- 2) APPROVAL OF MINUTES

M12-255 **Action:** Approve minutes of the Regular Meeting held on November 6, 2012, as corrected.

Hunt moved; Hansen seconded

Vote: 5 yes; 0 no

Supervisor Bauer:

- On 11/6/12 draft minutes, page 4, item 5a (Bridgeport RPAC Appointment) under her comment, should read: "should not alter your citizenship in your *community*", not county.

M12-256 **Action:** Approve minutes of the Regular Meeting held on November 13, 2012.

Hansen moved; Hazard seconded

Vote: 5 yes; 0 no

- 3) **BOARD MEMBER REPORTS**

Supervisor Bauer:

- Final YARTS meeting with Supervisor Hansen, they both got clocks. She thinks roads will be in great shape for the next few years.
- Walker River Negotiation meeting in Tahoe with Stacey Simon. Were able to clarify where Mono County stood.
- ESTA meeting: everything going well with transition to bringing Mammoth Mountain transit services under ESTA.

Supervisor Hansen:

- 11/27 – Tourism Commission meeting in Walker. He asked them to come before Board with an update.
- Last Saturday – went to Camp Antelope for a drug/alcohol awareness thing and a Christmas party.
- Yesterday: Fisheries Commission meeting. They will need an additional board member to represent them come January.
- He's going to Red Cross class all day tomorrow.

Supervisor Hazard:

- 11/21 – attend Town/County Liaison meeting.
- 11/26 – to CSAC for the week in Long Beach. There were some great presentations. Met with RCRC as well.
- SRA fee update: our citizens have received their bills and they are due; back in August, Senator backed off having this issue repealed. We had a chance to resolve this but we were thrown under the bus by our representative so we have lost.

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Supervisor Hunt:

- 11/21 – attended the Town/County Liaison meeting in Mammoth (solid waste discussion).
- Attended drug/alcohol advisory meeting; there were 8 members there; a lot of good things going on there.
- 11/29 – Special Commission/First Five meeting; discussed filling director's position.

Supervisor Johnston:

- Attended CSAC conference last week.
- 11/26 – Monday, while in Long Beach, attended the Innovation Summit.
- Had opportunity to meet with new supervisors at conference.
- Coming out of this conference, thinking we should have a workshop summit of our own in January/February so that new Supervisors can help lay out their goals, etc. Realizes this type of summit would need to be publicly noticed.

COUNTY ADMINISTRATIVE OFFICE

- 4) CAO Report regarding Board Assignments (Jim Arkens)
ACTION: Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

Jim Arkens:

- At CSAC conference last week in Long Beach.
- Continued status meetings.
- Met with Supervisor Elect Fred Stump yesterday.

DEPARTMENT REPORTS/EMERGING ISSUES

Jeff Walters:

- They were prepared and had proper staff for anticipated storms last week.
- No major slides reported; not aware of major flooding in Nevada.

Burns:

- Letter given to him by Tim Hansen from Bill Dunkelberger, Humboldt-Toiyabe National Forest regarding invitation for Mono County to become a Cooperating Agency via a future MOU.
- Looks similar to MOU signed in October.
- Requesting new MOU. Their intent is to ask Board to sign.
- Hansen: would like to see County in the highest level of cooperation as possible.

Sheriff Scholl:

- Still having issues with roof leaking but nothing significant.
- Sewage line out of kitchen had to be replaced and repaired; that has been taken care of.
- In discussion with MLPD as it relates to their critical staffing shortages. There are no solutions; only ongoing discussions.
- Deputy Peek leaving for Bishop PD. Interviews set up to replace him, only 7 applicants.
- New deputy sworn in yesterday.

CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 5a) Antelope Valley RPAC Appointment - Consider appointment of Victoria Victor to the Antelope Valley Regional Planning Advisory Committee (AVRPAC), as recommended by Supervisor Hansen and AVRPAC.

M12-257 Action: Appoint Victoria Victor to the Antelope Valley Regional Planning

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Advisory Committee.
Johnston moved; Hansen seconded
Vote: 5 yes; 0 no

COUNTY COUNSEL

6a) Approve Mammoth Community Water District's Amended Conflict of Interest Code - The Political Reform Act, Gov. Code sections 81000, et seq. requires public agencies to conduct a biennial review and update of their conflict of interest codes. As such, the Mammoth Community Water District has amended its Conflict of Interest Code by Ordinance No. 10-18-12-12 and seeks approval of its new Conflict of Interest Code by the Mono County Board of Supervisors, its code-reviewing body.

M12-258 **Action:** Approve the Mammoth Community Water District's Conflict of Interest Code, as amended by Mammoth Community Water District Ordinance No. 10-18-12-12.
Johnston moved; Hansen seconded
Vote: 5 yes; 0 no

ELECTIONS

7a) Certification of November 6, 2012, General Election - Certification of County Clerk-Registrar of Voters of the results of the canvass of the November 6, 2012, General Election.

M12-259 **Action:** Receive and approve as correct the Statement of Votes for the November 6, 2012, General Election, and declare elected to each office voted on under the jurisdiction of the Board of Supervisors, the person having the requisite number of votes.
Johnston moved; Hansen seconded
Vote: 5 yes; 0 no
Supervisor Johnston:

- Thanked Clerk's office and commented on awesome voter turnout.

7b) Mono County Resource Conservation District - Reappointments to the Mono County Resource Conservation District.

M12-260 **Action:** Reappoint Jim Reid and Hal Curti to the board of the Mono County Resource Conservation District.
Johnston moved; Hansen seconded
Vote: 5 yes; 0 no

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are available for review and are located in the Office of the Clerk of the Board

CLERK OF THE BOARD

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

8a) No Correspondence Received -

SHERIFF CORONER

9a) Appointment to Fill the Unexpired Term of Sheriff-Coroner Richard Scholl (Sheriff Richard C. Scholl) - Sheriff Richard C. Scholl has decided to retire from his elected position as Sheriff-Coroner of Mono County effective December 20, 2012. The unexpired term continues until December 2014. It is imperative that the County have a person in place as the Sheriff-Coroner to perform all mandated functions and responsibilities as required in the Government Code.

Action: None.

Sheriff Scholl:

- He highly recommends that the Board select Ralph Obenberger to be appointed to Sheriff.
- Discussed Obenberger's qualifications.

Supervisor Hansen:

- What about Undersheriff position?

Undersheriff Obenberger:

- Addressed the board detailing his career and qualifications.
- Has full support of staff at the Sheriff's Department.
- He'd like Lt. Weber to move to Undersheriff; that would leave a Lieutenant position which he'd open up to county first. This will create positions down the line.
- He sees three main challenges ahead: realignment, coverage issues; MLPD issues.

Supervisor Johnston:

- What are greatest challenges ahead?

Supervisor Hazard:

- He received a request from a constituent about looking outside the department to hire Sheriff. He can't support this as it creates too much turmoil within and doesn't think it's in the county's best interest.
- He supports appointment of Undersheriff Obenberger.

Supervisor Hunt:

- Potential savings in restructuring the Sheriff's management team?
- He has also had constituents ask why not look outside organization for Sheriff? He also thinks that it makes sense to promote from within. He's personally supportive of the appointment of Obenberger.

Supervisor Bauer:

- She is fully supportive of the appointment of Undersheriff Obenberger to Sheriff.
- Cautioned that he seek counsel on issues ahead.

COUNTY COUNSEL

10a) Ordinance re Public Use of Conway Ranch (Marshall Rudolph) - Proposed ordinance amending sections 13.40.010 and 13.40.020 of the Mono County Code, pertaining to public use of Conway Ranch.

M12-261 **Action:** Introduce, read title, and waive further reading of proposed ordinance amending sections 13.40.010 and 13.40.020 of the Mono County Code, pertaining to public use of Conway Ranch.

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Hansen moved; Hazard seconded

Vote: 4 yes; 1 no: Johnston

Marshall Rudolph:

- This would amend existing code pertaining to public use of Conway Ranch.
- In reference to shooting and hunting restriction on the property: original ordinance was to restrict shooting on entire property; RPACS recommendation was to reduce restriction to just fishery area only and to prohibit it in a 150 yard buffer zone around that area.
- A significant amount of time has passed to get to this amendment due to some technical points. There was a need for revised legal descriptions, etc.
- This is what the RPAC wanted; not necessarily the Fisheries Commission.
- You can use any firearm outside the buffer zone.

Supervisor Hansen:

- Apologized for not interpreting original arguments correctly; thanked Marshall for all his work.
- A lot of inadequacies have been addressed and this is back to where it should have been long ago.
- The amendment follows state laws as far as distance of shooting.

Supervisor Johnston:

- No problem with hunting; he thinks the fisheries area should be shotgun only. Doesn't agree with target practice up there.
- Camping or nighttime use should be prohibited; believes it just leads to problems. Believes these types of problems do exist in Mono County.
- Snowmobiles on property are problematic due to fencing; could be liability to county.

Supervisor Bauer:

- There has been a lot of discussion at RPACs.
- Didn't make sense to put special restrictions on this property; needs to be consistent throughout.
- If any of Supervisor's concerns were a real problem in Mono County, we'd know about it.

Supervisor Hazard:

- He's ready to either make a motion or second a motion to Supervisor Hansen to approve this.

Supervisor Hunt:

- This has gone through the RPAC buffer; he's ready to support it.
- If problems ever arise, this board or future boards will commit to address it.

Public Comment:

Rick Knolls:

- Participant in Conway Ranch issues for many years.
- Thanked Supervisor Hansen and Marshall Rudolph.
- Doesn't understand the type of gun reference – can you hunt with any type of gun?

Tim Banna:

- He is a long time Lee Vining resident.
- He is in support of this amendment as written.

Bonnie Knolls:

- Part of five generations of living in Mono Basin.
- She's in support of amendments being made.
- She appreciates everyone listening to all public comments and for the efforts of Marshall and Supervisors Hansen and Bauer.

INFORMATION TECHNOLOGY

Additional Departments: County Counsel

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

11a) Amendment to California Broadband Cooperative License Agreement (Nate Greenberg and Marshall Rudolph) - Proposed resolution approving a first amendment to the license agreement with California Broadband Cooperative, Inc. for use of County land for node sites, community service cabinets, and anchor sites, and for use of County rights of way for underground fiber optic transmission lines.

R12-84 **Action:** Adopt proposed Resolution R12-84, approving a first amendment to the license agreement with California Broadband Cooperative, Inc. for use of County land for node sites, community service cabinets, and anchor sites, and for use of County rights of way for underground fiber optic transmission lines.

Hazard moved; Hunt seconded

Vote: 5 yes; 0 no

Marshall Rudolph:

- Anticipated follow up on agreement; this is an amendment.
- Same statutes that applied before to make amendments still apply.
- A resolution seemed to make the most sense.
- These are non-exclusive licenses.

Nate Greenberg:

- Most technical aspects are relatively straightforward.
- This is all part of original agreement; same responsibility for parties.

Supervisor Johnston:

- These lines T-off of digital 395 line?
- Who pays for placement of connections, etc?

Supervisor Hansen:

- Is this competition for free enterprise?

LUNCH

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Public Comment (no name):

- Triple Flip/ERAF – does it apply to Mammoth Lakes?
- Brian: no, doesn't make any adjustments.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

Additional Departments: County Counsel, Public Works

12a) Public Hearing - White Mountain Estates Specific Plan Amendment and Modification to Tentative Tract Map 37-46 (Gerry Le Francois) - White Mountain Estates Specific Plan Amendment and Tentative Tract Map Modification to eliminate speed hump on White Mountain Estates Road; eliminate per lot recreation fees; and eliminate housing mitigation requirements.

R12-85 **Action:** Adopt proposed resolution #R12-85, which includes the following actions: A) Adoption of the attached addendum to the Final EIR for the White Mountain Estates Specific Plan; B) Approval of an amendment to the White Mountain Estates Specific Plan, Policy 2B, Program 2B (housing mitigation); Program 5-D (tabletop speed hump); and Policy 17A and Program 17A (per lot

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

recreation fee); and C) Approve modification to Tentative Tract Map 37-46 Mitigation Monitoring and Conditions #2, and #31 with supporting findings.

Hazard moved; Hunt seconded

Vote: 5 yes; 0 no

Gerry LeFrancois:

- Outlined item before the Board.
- Walked Board through a couple of slides detailing history of item.
- Discussed the proposed resolution's actions.

Supervisor Johnston:

- Asked about dollar amount.
- Asked about other housing unit and requirements.
- What is staff's recommendation?
- How are recreation fees determined? Part of Development Impact Fee?
- Were recreation fees required at other projects?
- What's build out rate?
- He's going to be very careful whenever a developer comes before us and asks for something.
- Housing issue is somewhat worse than when we initiated this. He's satisfied that what is being provided is in the range of what we were requiring.

Supervisor Hazard:

- Project has taken so long that it's created its own set of issues.
- Discussed opinions.
- Clarification on earthquake studies and the cattle guard which should have been a Caltrans project.

Supervisor Bauer:

- When we did this we were trying to entice developers to come in and work. Any way we can get people working is most important.
- She supports recommendation.

Supervisor Hunt:

- Consistency of policy is extremely important.

Scott Burns:

- New housing element in place now.
- Our recommendation is reflected in the Planning Commission's recommendation. Need consistency and level playing field.
- No recreation fees required at other projects.

Steve Kappos:

- Discussion regarding speed hump and recreation fees.
- On housing – this is guide to affordable housing. It's manufactured housing.

Public Hearing Open: 1:37 p.m.

Bob Stark:

- He has 8 parcels available for second homes if necessary.
- Can't get financing for single wide manufactured homes.
- Explained fees.
- Has put about \$80,000 into the road.

Public Hearing Closed: 1:45 p.m.

PUBLIC WORKS - ROAD DIVISION

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

13a)

Auchoberry Pit (Jeff Walters) - The steep slopes of the Auchoberry Pit were graded in 2009-10 to reduce potential safety related concerns. The slopes have seen some natural vegetation take root since the grading was completed but additional revegetation may be necessary to minimize erosion and improve the appearance of the former pit.

M12-262

Action: Move the remaining \$8,567 left in the CIP account into the General Fund account.

Hazard moved; Hunt seconded

Vote: 4 yes; 1 no: Johnston

Jeff Walters:

- Explained item.
- What should we do between now and the future in regards to Auchoberry Pit? CDBG Grant – Proposed road shop for Walker – just a conceptual idea.
- Budget set aside many years ago: roughly \$80,000 for revegetation and reclaiming of the pit. There is approximately \$8,500 remaining.
- Would need a reclamation plan in the future if the county decided to use the materials.
- This is a management issue.
- Asked about test pits.

Supervisor Johnston:

- Looks like its eroding like crazy. We need to do something as we have done with other eroding pits.
- Is there something that could be placed on it that would show we are doing something? For \$8,000?
- It's not good PR to not fix this.
- How much to do what Supervisor Hazard said?
- We ask developers to fix erosion problems. We've got a major problem, we should do something.

Supervisor Hansen:

- This has been a sore subject for lots of people since the beginning.
- He doesn't think it looks that bad; should be a valuable option for material in case it's needed.
- He thinks county should keep their options open, not spend a lot of money now.

Supervisor Hunt:

- Why would we put more money into that piece of property at this time?
- He doesn't see us putting a lot of effort into revegetating this.
- We need a plan to find a way to use this.

Supervisor Bauer:

- We bought this property for materials. If we revegetate it, we will never use the materials.
- Hold onto \$8,000 for stabilization purposes. Doesn't want this money spent on testing.

Supervisor Hazard:

- If we need to grade it, that's ok. Minimal expense. A bulldozer?

Public Comments:

Tim Fesko:

- Referred Board to p. 318 of packet; he doesn't believe it's eroding further than it has.
- We need to use common sense in regards to this project. All projects are subject to erosion.
- In five years, very little has grown but additional growth will occur.
- We should sit back, live with it and use it for future purposes. We can make money selling the dirt out of there.

Note

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Brian Muir:

- The balance of that money needs to be moved from CIP fund account back in the General Fund.

13b)

Motor Pool - Potential Extension of Useful Mileages (Jeff Walters) - Mono County's Motor Pool vehicles have a predetermined useful mileage for each type of vehicle. Potentially extending the useful mileage may reduce overall costs associated with purchasing replacement vehicles.

Action: None.

Jeff Walters:

- Discussed staff report.
- There are pros and cons to extending the useful mileage.
- His recommendation feels that the mileage numbers being used generally work. There are exceptions, but for the most part it's working.
- Evaluated on a case by case basis.
- Explained how mileage was originally calculated when the motor pool when into affect.

Supervisor Hazard:

- Everything appropriate except the paramedic units. You have 80,000 miles listed; this could be extended up to 100,000 miles most likely.

Supervisor Bauer:

- Asked what Jeff's recommendation was.
- Basically are these guidelines?
- Decision to buy new cars will be coming back to the Board, correct?

Supervisor Johnston:

- His problem wasn't so much about adjusting the mileage targets as not replacing them *before* they are due to be replaced.
- He doesn't believe we should be buying new cars in a recession when they haven't received their useful mileage.

Supervisor Hansen:

- This came up because some vehicles that were requested to be replaced were under mileage and some were over.
- Would rather mileage go slightly over.
- It appears as if the Department is doing a good job and they're not wasting money.

Supervisor Hunt:

- You have to look at vehicles individually.
- He'd like to see mileage stretched as far as possible.

13c)

Paradise Split Rail Fence (Jeff Walters) - Through the Mono County Public Works encroachment permit process a split rail fence was installed in the County's Right-of-Way on Lower Rock Creek Road. The Board of Supervisors requested Public Works provide potential options which may resolve some of the issues brought up by residents at a previous Board meeting in Paradise.

Action: None.

Supervisor Hazard:

- The Board is being asked to make decisions before community input.
- He's asking that this goes back to RPAC for discussion prior to Board discussion and action.
- He supports community he represents; they need to weigh in on options.
- He thought we'd do in a timely manner.
- Now hearing that this should be included in a planning process.

Note

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- This needs to be resolved.
- Can't we reevaluate this and reclaim our right of way?
- Clarified that there needed to be researched options brought to the public, not to let them decide the entire future of this project.

Supervisor Hunt:

- Would like information but agrees with Supervisor Hazard.
- He feels the community needs to weigh in; he'd like to hear from the majority.

Supervisor Hansen:

- Apologized for delay.
- He thinks community has weighed in.
- In regard to snow, a fence is the last thing you need.
- Right of way question? Goes into yard in front of Paradise Lodge?
- We either need funding or options.

Supervisor Johnston:

- His family has a lot; potential conflict of interest. Excused himself.

Supervisor Bauer:

- Appears as if consensus is that we will not actually make any decisions today.
- Garrett should do his STIP update after January 1st and a special meeting in Paradise should be scheduled after the holidays.

Jeff Walters:

- Agrees with this being more about gathering/sharing information at this time.
- Options: leave single split rail fence as-is or remove split rail fence and install removable parts or allow split rail fence to be removable and paint white marking to delineate trailhead; remove fence each year and reinstall or remove fence entirely and have painted lines only.
- Asked for clarification on when to meet in Paradise?

Gerry LeFrancois:

- Two different things going on – in April, went with the restroom option. Other issue is the encroachment issue.
- Pedestrian option and then other facilities that would tie into that. Chance of using transportation funds for this is limited.

Garrett Higerd:

- In two weeks he will be coming to the board with update on STIP projects.
- Looking for ways to fund a pedestrian project.

Marshall Rudolph:

- There isn't anything in code regarding termination of encroachment permit.
- Seems reasonable to reclaim right of way.
- May need additional research.

Public Comment:

John Hooper:

- Hasn't heard why the fence went up.
- Gave history. This all had to do with parking, not snow removal or people.
- If people end up parking here, it becomes very dangerous.
- There are solutions to this problem.
- Traffic engineers must be consulted, not just the public.

Liz O'Sullivan:

- Mr. Hooper makes an impressive argument for public safety; she feels there is more of an issue now than before the fence. There have been numerous instances of people being in the roadway in the way of vehicles.
- Parking is still an issue on that roadway.
- Mr. Hooper donated Lot A as parking but Mr. Hooper has been parking his equipment there.

Note

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- She feels that her community has a vested interest in the planning.
- Public Works has indicated the fences are in the way.
- There's obviously a conflict of interest here.
- She asks that any decision be deferred and that the Board come back after the first of the year to her community.
- Thanked outgoing supervisors.

Mike O'Sullivan:

- Also thanked outgoing supervisors.
- After April meeting, Public Works was directed to look at safety issues.
- He is unhappy with the time that has gone by and the items that ended up on the agenda which he feels ignore a lot of the safety issues.
- Community is only asking for the same consideration that other communities have gotten for other issues.
- Requests that Public Works be directed to return to Paradise for another meeting to address safety concerns.

ADJOURNMENT 3:14 p.m.

ATTEST:

VIKKI BAUER
CHAIR

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

§§§§§

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Appointment to CSA 1 Board of Directors		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Ron Glende has resigned from the CSA 1 Board of Directors. The CSA 1 Board is recommending appointment of Lynda Salcido to fill this vacancy.

RECOMMENDED ACTION:

Appoint Lynda Salcido to fill the vacancy on the CSA 1 Board of Directors created by the resignation of Ron Glende; the term will expire November 30, 2014.

FISCAL IMPACT:

None.

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[CSA 1 appointment](#)

[CSA 1 request for appointment](#)

History

Time	Who	Approval
12/7/2012 2:16 PM	County Administrative Office	Yes
12/11/2012 11:34 AM	County Counsel	Yes
12/6/2012 4:23 PM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
760-932-5538
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk of the Board
760-932-5534
lromero@mono.ca.gov

To: Honorable Board of Supervisors
From: Lynda Roberts, Clerk of the Board of Supervisors
Date: December 18, 2012

Subject

Appointment to County Service Area #1 Board of Directors

Recommendation

Appoint Lynda Salcido to the CSA1 Board of Directors to fill the vacancy created by the resignation of Ron Glende; the term will expire November 30, 2014.

Discussion

The CSA 1 Board of Directors is recommending appointment of Lynda Salcido to fill the vacancy created by the resignation of Ron Glende.

Fiscal Impact

None



COUNTY SERVICE AREA #1

Television Service

CROWLEY LAKE - LONG VALLEY

Post Office Box 3861

Mammoth Lakes, CA 93546

November 29, 2012

Mono County Board of Supervisors
Bridgeport, CA 93517

RECEIVED

DEC 04 2012

OFFICE OF THE CLERK

At the regular CSA1 Board meeting held on November 27, 2012 a motion was made and passed to recommend to the Board of Supervisors the appointment of Lynda Salcido to the CSA1 Board of Directors, to fill the vacancy created by the resignation of Ron Glende.

We would appreciate having this item placed on the agenda for the next Board of Supervisors meeting.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marianne O'Connor".

Marianne O'Connor
Secretary of the Board



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Elections
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Appointment to White Mountain Fire Protection District Board of Commissioners		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Make appointment to White Mountain Fire Protection District Board of Commissioners pursuant to California Elections Code §10515(b).

RECOMMENDED ACTION:

Appoint Kathryn Williams to serve on the White Mountain Fire Protection District Board of Commissioners. This term will expire November 30, 2016.

FISCAL IMPACT:

None.

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Appointment to WMFPD](#)

[Letter of Interest from Kathryn Williams](#)

History

Time	Who	Approval
12/10/2012 10:06 AM	County Administrative Office	Yes
12/11/2012 11:35 AM	County Counsel	Yes
12/10/2012 3:40 PM	Finance	Yes



CLERK-RECORDER-REGISTRAR COUNTY OF MONO

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts
Clerk-Recorder
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk-Recorder
lromero@mono.ca.gov

To: Honorable Board of Supervisors
From: Lynda Roberts, Elections Official
Date: December 18, 2012

Subject

Appointment to the White Mountain Fire Protection District Board of Commissioners

Recommendation

Appoint Kathryn Williams to serve on the White Mountain Fire Protection District Board of Commissioners.

Discussion

Pursuant to California Elections Code §10515(a), the supervising authority (meaning the Board of Supervisors) shall make appointments to special districts if by 5:00 p.m. on the 83rd day prior to the general election (1) only one person has filed a declaration of candidacy for office, (2) no one has filed a declaration of candidacy for office, (3) the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled, or (4) the number of candidates for director at large from a division does not exceed the number required to be elected director at large; and a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, requesting that the general district election be held has not been presented to the officer conducting the election.

Pursuant to California Elections Code §10515(b), if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

Pursuant to California Elections Code §10507, except as otherwise provided in this part, the term of office of each elective officer, elected or appointed pursuant to this part, is four years or until his or her successor qualifies and takes office.

During the filing period for the November 6, 2012, election, no person filed candidacy papers for the White Mountain Fire Protection District Board of Commissioners; neither were names recommended by the District pursuant to the process outlined in Board Resolution R12-64. Therefore, the Clerk of Elections published a notice in a newspaper of general circulation for three weeks announcing said vacancy, and received one letter of interest from Kathryn Williams. One seat remains open on the WMFPD Board of Commissioners. Members of the Board of Supervisors may make recommendations of qualified persons for consideration by the full Board.

Fiscal Impact

None

*Kathryn Williams
25669 Highway 6 – PMB #G
Benton, CA 93512
760-933-2357 evenings
760 – 872-4128 days (Mon-Thur)*

November 15, 2012

Mono County Elections Office
Attn: Lynda Roberts
P. O. Box 237
Bridgeport, CA 93517

RECEIVED
NOV 19 2012
OFFICE OF THE CLERK

RE: White Mountain Fire Protection District Board of Commissioners

Dear Ms. Roberts:

Please consider this as my letter of interest to serve on the White Mountain Fire Protection District Board of Commissioners.

I have been a resident of Benton since 2002 and have been the Executive Director of Ombudsman/Advocacy Services of Inyo & Mono counties (O/ASIM – the advocacy program for residents of long-term care facilities) for the past 15 years.

I believe my skills and capabilities directing the operations of O/ASIM are those needed as a commissioner. As director of O/ASIM, in coordination with the board of directors, I have:

- formulated policies, plans, procedures and program priorities for the organization
- developed and directed short and long-range plans for the benefit of the organization and its clients
- prepared the annual operating budget and controlled expenditures of budgeted funds
- prepared, updated and implemented personnel policies for the organization
- prepared grants on behalf of the organization
- established and maintained positive collaborations with other agencies and organizations serving our clients
- reviewed and provide comment on various rules and regulations affecting the organization and the community we serve

Page Two
November 15, 2012

I have served on several boards of directors, including Pioneer Home Health Care, Inyo Mono Advocates for Community Action (Chairperson), Inyo Mono Area Agency on Aging (Advisory Council Chairperson), and the Frail Elderly Task Force, and the FEMA Emergency Food & Shelter Program (Chairperson). While living in Southern California I also maintained an Emergency Medical Technician certification for five years while working for a local ambulance service.

I welcome the opportunity to serve on the Board of Commissioners, to participate in the planning, implementation and oversight of fire safety for the community, and to represent Benton and the White Mountain Fire Protection District.

If there are any questions, please feel free to contact me at the above telephone numbers. I look forward to your response.

Sincerely,

A handwritten signature in cursive script that reads "Kathryn Williams".

Kathryn Williams

Enclosure: Resume

Kathryn Williams
25669 Highway 6 – PMB #G
Benton, CA 93512

Resume

Education

B.A. Psychology Azusa Pacific University, Azusa, CA
M.A. Organizational Management Azusa Pacific University, Azusa, CA

Work History

Ombudsman / Advocacy Services Aug 1997 to present
of Inyo & Mono Counties, Bishop, CA

Position: Executive Director / Program Coordinator

Duties and Responsibilities - accountable to the Board of Directors for the overall administration and day-to-day operation of the Ombudsman Program. Serves as the Ombudsman Coordinator, empowered to carry out state-designated responsibilities of the program and as liaison between the office of the State Long-term Care ombudsman and the local program. Specific duties include, but are not limited to:

- develop and monitor financial and programmatic contracts with funding sources
- advocate for residents of long-term care facilities by informing residents and others about their rights and quality care, representing the long-term care ombudsman program (as appropriate) at public hearings, and help identify and resolve challenges affecting the long-term care setting
- develop education and involvement projects on long-term care issues by speaking to the community, coordinate public relation activities, acting as a resource on long-term care issues
- provide information as appropriate to individuals, public agencies, community organizations and others regarding long-term care facilities, elder abuse, community resources, quality of care, admission and discharge, and other issues affecting seniors requiring long-term care
- recruit, train and retain certified Long-term Care Ombudsman volunteers
- provide expertise and support to volunteer Ombudsman by assisting in the investigation and resolution of complaints, and provide technical assistance and direction

Union Station Foundation, Pasadena, CA

1995 – 1997

Position: Assistant to Executive Director

Duties and Responsibilities – support Executive Director in all operations of the organization, secretary to the Board of Directors, maintain administrative and patron cash accounts, train and supervise support personnel

Other positions have included office manager for non-profit youth organizations, administrative assistant/bookkeeper at USC School of Medicine and architectural firms, and self-employment as researcher for environmental engineering firms.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2012

DEPARTMENT Public Works - Solid Waste Division

ADDITIONAL DEPARTMENTS

TIME REQUIRED

PERSONS APPEARING BEFORE THE BOARD

SUBJECT Letter to CalRecycle re: Town of Mammoth Lakes Diversion

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider follow-up letter to CalRecycle, providing an update since the July 2012 letter, and providing additional information and County perspective on regional diversion solutions.

RECOMMENDED ACTION:

Authorize Chair to sign letter and send to CalRecycle.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: (760) 923-5453 / tdublino@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Letter to CalRecycle](#)

History

Time

Who

Approval

12/7/2012 2:17 PM	County Administrative Office	Yes
12/11/2012 11:41 AM	County Counsel	Yes
12/10/2012 8:22 AM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
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Linda Romero
Assistant Clerk of the Board
760-932-5534
lromero@mono.ca.gov

December 11, 2012

Trevor O'Shaughnessy, Section Chief
Jurisdiction, Product and Tire Enforcement Section
Department of Resource Recycling and Recovery
801 K Street, MS 19-01
Sacramento, CA 95814

RE: Diversion Compliance in Mono County and the Town of Mammoth Lakes

Dear Mr. O'Shaughnessy:

The County of Mono (the County) is aware of ongoing discussions between the Town of Mammoth Lakes (the Town) and CalRecycle regarding the Town's waste diversion requirements. The County also understands that the Town continues to diligently pursue diversion solutions, and that the Town is moving forward with these concepts in an attempt to satisfy state-mandated diversion compliance.

In July, the County endorsed a course of action that we believe to be reasonable, and would like to provide an update on the progress of those actions, as well as provide some additional thoughts on these issues. The July 3, 2012 outlined some initial steps:

*Summer/Fall 2012.....Conduct feasibility study of phased MRF
(Phase 1 = TOML Compliance, Phase 2 = Local Market Products)
Winter 2012/2013.....Identify and secure funding*

Since July, the County re-convened the Local Task Force (LTF), appointed members and adopted bylaws. The LTF was immediately tasked with the review and discussion of a MRF to serve the Town's needs, with the intent of analyzing feasibility and developing consensus. Following several meetings, the group concluded that an outside consultant would be required in order to receive a thorough and objective analysis of the Town's needs. A RFQ was developed by the County, was reviewed and commented upon by the Town, and eventually distributed. The SOQs are now being reviewed and ranked—a process that should conclude by early December.

The County is also considering an increase to tipping fees on December 11, which would enable the creation of reserve accounts dedicated to funding diversion efforts within the County, which could include efforts within the Town.

In the interim, the County has investigated ways that we might be able to increase diversion at our landfill sites. Because it is our understanding that Construction and Demolition (C&D) waste has been an ongoing issue with diversion within the Town, we have focused on that waste stream. Following waste characterization, the County determined that C&D waste originating in the Town of Mammoth Lakes is approximately 50% (by weight)

mixed inert debris consisting of concrete, rubble, and asphalt. We believe that it would be possible, with minor changes in our permit and operations, to process this entire waste stream into a re-usable commodity made available to our Road Department and other interested users of aggregate material.

The remaining 50% of mixed building debris could be reduced by using equipment to divert the most accessible materials—clean wood waste and metal—from that waste stream. Although this would not result in a particularly high rate of diversion for mixed building debris, we believe the combined effort would result in a diversion of over 50% of the total C&D waste stream.

We do not believe this effort represents the best long-term diversion solution, but that it would represent a significant step forward and good faith effort, in which case the *immediate* need for a MRF may be eliminated. If the development of such a facility could be postponed, it would provide two major benefits: first, the facility could be appropriately planned and funded, and second, the Benton Crossing Landfill (the Town's landfill for over 30 years) would be able to reach capacity and close as projected.

If the development of a MRF is driven by regulatory mandates and enforcement timelines, the planning of the facility and the impacts of that facility on the regional system become secondary considerations, which in our opinion they most certainly are not.

As CalRecycle is aware, the Benton Crossing Landfill is nearing its design capacity, and the landowners have repeatedly insisted it be closed by 2023. Upon closure, the Town and County will necessarily transition to yet-determined long range programs. Prior to that time, in fact over the next few years, each jurisdiction will have the opportunity to select and plan their approach, or opt-in to a shared regional approach. It is a near certainty that a MRF of some kind will be a part of those plans.

But if such a facility is prematurely imposed, it will result in the following impacts: The waste stream into Benton Crossing Landfill will be reduced, triggering re-design of the closure plan. The operational revenue will be reduced, triggering operational changes at the landfill. Closure funding would be jeopardized.

Because the Benton Crossing Landfill is in its final years, and because a MRF will almost certainly become a major part of the regional solid waste system in the future, we believe that it is most prudent to allow the landfill operations to finalize as planned, instead of triggering potentially costly impacts upon the system, for the gain of a few extra years of what we view as inevitable MRF operations.

The County respects the Town's authority to plan and determine how it will comply with diversion requirements and how it will process its waste, and respectfully requests that CalRecycle do the same by resisting imposition of specific diversion plans or approaches, particularly when those plans or approaches will have significant impacts on other longstanding plans that are nearing completion.

Sincerely,

Vikki Magee-Bauer
Chair, Mono County Board of Supervisors

Cc: Dave Wilbrecht, Town Manager
Andrew Morris, Town Attorney
Johnny Goetz, Sr. Building Inspector
Pat Fenton, Mammoth Disposal



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Community Development - Building Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Limited Density Owner Built Rural Dwellings		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed ordinance Limited Density Owner Built Rural Dwellings adopting Chapter 15.50 of the Mono County Code Pertaining to Limited Density Owner-Built Rural Dwellings.

RECOMMENDED ACTION:

Adopt proposed ordinance #ORD12-_____, adopting Chapter 15.50 of the Mono County Code Pertaining to Limited Density Owner-Built Rural Dwellings.

FISCAL IMPACT:

None.

CONTACT NAME: Tom Perry

PHONE/EMAIL: (760) 932-5433 / tperry@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Limited Density second reading staff report](#)
- [Limited Density Owner Built Rural Dwellings proposed ordinance](#)

History

Time	Who	Approval
11/30/2012 5:02 PM	County Administrative Office	Yes
12/11/2012 11:42 AM	County Counsel	Yes
12/3/2012 10:11 AM	Finance	Yes

Mono County

Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

Date: December 18, 2012

To: Honorable Chair and Members of the Board of Supervisors

From: Tom Perry, Building Official
Brent Calloway, Community Development Analyst

Subject: Limited Density Owner Built Rural Dwelling Ordinance

Recommended Action:

Adopt Limited Density Owner Built Rural Dwelling (LDOBRD) Ordinance.

Fiscal Impact:

None

Discussion:

At the November 20, 2012 meeting of the Board of Supervisors, a first reading of the proposed Limited Density Owner Built Rural Dwelling ordinance for Mono County was conducted. At the conclusion of the first reading, Board members were in approval of the draft ordinance, and recommended a slight revision to the language specific to the pilot program criteria. This revision has been completed, and is in the revised draft. There are no further revisions contained in the draft ordinance.

Attachments: Draft Ordinance

ORDINANCE NO. ORD12-___
AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING CHAPTER 15.50 OF THE MONO COUNTY CODE PERTAINING TO LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS

WHEREAS, there are certain privately owned properties within the county that are remote, isolated and difficult to access; and

WHEREAS, the development of these properties with single family residences in full compliance with the California Building Standards Code may not be desirable; and

WHEREAS, the California Building Standards Code allows for the development of county specific regulations known as "Limited Density Owner-Built Rural Dwellings;" and

WHEREAS, several other counties have implemented such regulations with few complications; and

WHEREAS, because there is some concern regarding unintended consequences of such regulations in Mono County, an automatic expiration (sunset) clause is built into the code language;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: Chapter 15.50 is hereby added to the Mono County Code and shall read as follows:

"Chapter 15.50

LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS

Sections:

15.50.010	Purpose.
15.50.020	Intent and application.
15.50.030	Definitions.
15.50.040	Building standards; building official authority.
15.50.050	Recorded covenants.
15.50.060	Permits.
15.50.070	Application for permit.
15.50.080	Plans.
15.50.090	Permit issuance.
15.50.100	Inspections.
15.50.110	Certificate of Occupancy.
15.50.120	Fees.
15.50.130	Construction requirements.
15.50.140	Fire safety regulations.
15.50.150	General plan compliance.
15.50.160	Chapter expiration.

15.50.010 Purpose.

The purpose of this chapter is to make Article 8 (commencing with Section 74) of Subchapter 1 of Chapter 1 of Division 1 of Title 25 of the California Code of Regulations, as modified herein, operative on Limited Density Owner-Built Rural Dwellings in Mono County, and to provide minimum requirements for the protection of life, limb, health, property, safety, and welfare of the general public and the owners and occupants of such dwellings.

15.50.020 Intent and application.

The provisions in this chapter shall apply to the lawful construction, enlargement, conversion, alteration, repair, use, maintenance, and occupancy of limited density owner built rural dwellings and detached structures. It is the intent of this chapter that the requirements contained herein shall apply to seasonally or permanently occupied dwellings located in rural areas and solely occupied as the residence of the owner or the owner's family. Such dwellings shall be considered single family dwellings.

15.50.030 Definitions.

As used in this Chapter:

- A. "Owner-Built" shall mean constructed by any person or family who acts as the general contractor for or the provider of, part or all of the labor necessary to build housing to be occupied as the principal residence of that person or family, and not intended for sale, lease, rental, or employee occupancy. The sale, lease, renting, or employee occupancy of owner-built structures within two (2) years of the issuance of a certificate of occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease, rental, or employee occupancy. Any ambiguity regarding the meaning of "owner built" shall be resolved by reference to state law regarding owner-builders. It is not the intention of the County to narrow or expand state law regarding owner-builders who are eligible to build Limited Density Owner-Built Rural Dwellings.
- B. "Limited Density Owner-Built Rural Dwelling parcel" means a single parcel in-holding that is completely surrounded by federally owned lands, is at no point nearer than one (1) air mile from a paved road, and is at least ten (10) acres in size.
- C. "Substandard building" shall be defined as a structure or a portion of a structure in which there exists any condition that endangers the life, health, property, safety, or welfare of the public or the occupants thereof. Except as

amended by the provisions of this Chapter, the California Health and Safety Code, section 17920.3, shall be the determining criteria for compliance with the standards of this Chapter and the defining of a substandard building. (Note: Any structure or portion thereof which are determined by the enforcing agency to constitute a substandard building may be declared to a public nuisance and may be abated by repair, rehabilitation, or removal in accordance with California Health and Safety Code sections 17980 through 17995.)

15.50.040 Building standards; building official authority.

A. When constructing a residential structure on a Limited Density Owner- Built Rural Dwelling parcel, dwellings constructed pursuant to this section need not necessarily conform with the construction requirements prescribed by the latest applicable edition of the California Residential, Building, Plumbing, Mechanical, Electrical, Energy, Fire or Green Building Standards Codes, or other applicable technical codes; nevertheless, such dwellings shall conform with nationally-accepted technical and scientific principles relating to design, materials, methods of construction, and structural requirements for the erection and construction of dwellings that are contained in the California Building Standards Codes. Such codes shall be a basis for approval.

B. The construction of a dwelling under this chapter is a privilege, not a right. The Building Official has full authority in the interpretation and application of the provisions of this chapter, including but not limited to determining eligibility of a dwelling proposed to be constructed under this chapter and applicable building standards for any such proposed dwelling.

15.50.050 Recorded covenants.

As a condition of being permitted to construct a dwelling under this Chapter, a declaration of covenants, conditions, and restrictions shall be recorded disclosing the nature of the dwelling and restrictions on its use, in a form acceptable to County Counsel, which shall run with the land and be enforceable by the County as an equitable servitude. The declaration shall state that the structure constructed on this property has been permitted under the special regulations codified in Chapter 15 of the Mono County Code applicable to limited density owner built rural dwellings adopted under the authorization of California Health and Safety Code section 17958.2; that the structure(s) is not in full compliance with the provisions of the technical codes; and that occupancy is limited to the owner and the owner's family.

15.50.060 Permits.

Permits shall be required for the construction of limited density owner-built rural dwellings. The application, plans, and other data filed by an applicant for

such permit shall be reviewed by the Mono County Building Division and other County Departments to verify compliance with the provisions of this Chapter. When the Building Official determines that the permit application and other data indicate that the structure will comply with the provisions of this article, the Building Official may issue a permit therefore to the applicant, as provided for in this Chapter.

15.50.070 Application for permit.

To obtain a permit, the applicant shall first file an application therefore with the Mono County Building Division. Permit applications shall contain the following information:

- (1) Scope of work
- (2) Name and address of the applicant
- (3) Address and location of the proposed work
- (4) Use and occupancy for which the proposed work is intended
- (5) Be accompanied by plans and construction documents
- (6) Indicate square feet or valuation of proposed new work
- (7) Initial, sign, and date the owner-builder disclosure form
- (8) Be signed by the applicant or applicant's authorized agent
- (9) Give such other data and information as required by the Building Official.

15.50.080 Plans.

Plans shall consist of a general description of the structure(s), including all necessary information and details to facilitate a reasonable judgment of conformance by the Mono County Building Division. Due to Mono County having climatic conditions that produce snow loads, and that all of Mono County is known to be in a high seismically active region of the state, buildings shall be designed in accordance with accepted engineering practice.

15.50.090 Permit issuance.

The issuance of a permit shall be contingent upon the approval of the submitted plans and construction documents by the Mono County Community Development Department. Additionally, the Mono County Environmental Health Department shall provide approval for private sewage disposal systems and potable water that will serve the proposed structure(s) prior to the issuance of a permit.

15.50.100 Inspections.

All construction or work for which a permit is required pursuant to this Chapter shall be subject to inspection by the Building Official or his/her agent. It shall be the responsibility of the applicant or his or her agent to notify the Mono County Building Division to have such work inspected.

15.50.110 Certificate of Occupancy.

After the structure(s) is completed for occupancy any inspections which have been conducted, and work approved, the Building Official shall issue a Certificate of Occupancy for such dwelling(s) and appurtenant structure(s) which comply with the provisions of this Chapter. The Certificate of Occupancy shall indicate that the structure(s) that it is issued for have been constructed and approved pursuant to the provisions of this chapter.

15.50.120 Fees.

Fees shall be required and collected by the Mono County Building Division to provide for the cost of administering the provisions of this Chapter, in an amount to be duly established and adopted by resolution of the Board of Supervisors.

15.50.130 Construction requirements.

- A. The dwelling unit shall have a room or space of not less than 220 square feet of floor area. An additional 100 square feet of floor area shall be provided for each occupant in excess of two. The unit shall also be provided with a kitchen sink with a clear working space of thirty (30) inches in front. A separate bathroom containing a water closet, lavatory and bathtub or shower shall be provided. The maximum size of dwelling units and detached structures shall be 640 square feet.
- B. Fireplaces, heating and cooking appliances, and gas piping installed in buildings constructed pursuant to the Chapter shall be installed and vented in accordance with the requirements contained in the California Mechanical Code.
- C. A heating facility or appliance shall be installed in each dwelling subject to the provisions of this chapter; however, there shall be no specified requirement for heating capacity or temperature maintenance. The use of solid fuel or solar heating devices shall be deemed as complying with the requirements of this chapter.
- D. No dwelling or appurtenant structure constructed pursuant to this chapter shall be required to be connected to a source of electrical power, or wired, or otherwise fitted for electrification. Where electrical wiring or appliances are installed, the installation shall be in accordance with the applicable requirements contained in the California Electrical Code.
- E. Plumbing equipment and installation shall be in accordance with the applicable requirements contained in the California Plumbing Code.

- F. Potable water shall be available to the dwelling site, although such water need not be pressurized. Where water is not piped from a well, spring, cistern, or other approved source, there shall be a minimum reserve of fifty (50) gallons of potable water available. Hot water need not be provided to serve any structure(s). The Mono County Environmental Health Department shall be the Health Authority Having Jurisdiction to provide the approval of potable water.
- G. Sanitary facilities shall be connected to an approved private sewage disposal system or an alternate waste disposal system subject to the inspection and approval of the Mono County Environmental Health Department.
- H. All egress systems, including emergency escape rescue exits in any room(s) that could reasonably be used as sleeping room(s), shall be in conformance with the California Residential Code.
- I. Smoke detectors shall be installed in accordance with the California Residential Code. For dwellings that do not have electrical power, battery operated smoke detectors shall be acceptable.

15.50.140 Fire safety regulations.

A Limited Density Owner-Built Rural Dwelling permit application shall be reviewed by CalFire for compliance with Public Resources Code sections 4290 and 4291, as well as for any other requirements CalFire may have regarding defensible space. For purposes of this chapter, residential fire sprinklers shall not be required in Limited Density Owner Built Rural Dwellings.

15.50.150 General plan compliance.

Limited Density Owner-Built Rural Dwelling structures shall comply with all applicable development regulations of the Mono County General Plan.

15.50.160 Chapter expiration.

This chapter is a pilot program. This Chapter will expire and be of no further force and effect after December 31, 2014, or after five (5) applications for permits under this Chapter have been accepted by the County, whichever occurs last. Notwithstanding the foregoing, applications that have been submitted prior to said expiration date may be processed, including but not limited permit issuance, completion of construction, final inspection of said construction, and issuance of a Certificate of Occupancy."

SECTION TWO: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance or a summary thereof in the manner prescribed by Government Code section 25124 no later

than 15 days after the date of this ordinance's adoption and final passage. If the Clerk fails to so publish this ordinance or a summary thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this ___ day of _____, 2012, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Vikki Bauer, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	Behavioral Health		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Mental Health Plan Contract		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed amendment extending the term of contract with State of California, Department of Health Care Services pertaining to specialty mental health services.

RECOMMENDED ACTION:

Approve County entry into proposed contract amendment and authorize Robin Roberts to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

None, extension of contract term only.

CONTACT NAME: Brian Muir

PHONE/EMAIL: (760) 932-5494 / bmuir@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Mental Health Plan Contract Amendment](#)

History

Time	Who	Approval
12/10/2012 10:05 AM	County Administrative Office	Yes
12/11/2012 11:46 AM	County Counsel	Yes
12/10/2012 8:21 AM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5490 • FAX (760) 932-5491

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Brian Muir
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: December 18, 2012
To: Honorable Board of Supervisors
From: Brian Muir, Director of Finance
Subject: Mental Health Plan Contract

Recommended Action:

Authorize the Director of Behavioral Health to sign amendment to Mental Health Plan contract with the State of California, Department of Health Care Services

Fiscal Impact:

None

Discussion:

This amendment will extend the term of the current mental health plan contract until April 30, 2013. The State of California has not completed the new contract for 2013, and the amendment will allow the County to continue to claim federal reimbursement for mental health services until the new contract is completed.

Check here if additional pages are added: ___ Page(s)



Agreement Number	Amendment Number A01
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name Department of Health Care Services	(Also known as DHCS, CDHS, DHS or the State)
Contractor's Name	(Also referred to as Contractor)
2. The term of this Agreement is: April 1, 2012 through April 30, 2013
3. The maximum amount of this Agreement after this amendment is: \$
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. **Amendment effective date:** December 30, 2012
 - II. **Purpose of amendment:** This amendment implements a four month time-only extension to ensure a continuity of specialty mental health services.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
 - IV. Paragraph 2 (term) on the face of the original STD 213 is amended to read: April 1, 2012 through ~~December 31, 2012~~ **April 30, 2013**. All references to the former contract term of April 1, 2012 through December 31, 2012 in any exhibit incorporated into this agreement are hereinafter deemed to read April 1, 2012 through April 30, 2013.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Address		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: W&I Code 14703
Agency Name Department of Health Care Services		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Address		



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	County Administration		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Retirement Plan Signature Authority		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Retirement Plan Signature Authority.

RECOMMENDED ACTION:

Approve and Authorize the Chairman's signature on proposed resolution authorizing individuals to act on behalf of Mono County Retirement Plans.

FISCAL IMPACT:

There is no fiscal effect to the County as administrative fees on each individual employee owned account pay for the administration of the plans.

CONTACT NAME: Roberta Reed

PHONE/EMAIL: 760 932-5492 / rreed@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:
Finance Department

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Proposed Resolution](#)

History

Time	Who	Approval
11/30/2012 5:04 PM	County Administrative Office	Yes
12/11/2012 11:44 AM	County Counsel	Yes
11/28/2012 1:05 PM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Brian Muir
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

MEMORANDUM

TO: Board of Supervisors

FROM: Roberta Reed, Assistant Finance Director

DATE: November 28, 2012

SUBJECT: Signature Authority for Retirement Plans

RECOMMENDATION:

Approve and Authorize the Chairman's signature on proposed resolution authorizing individuals to act on behalf of Mono County Retirement Plans.

BACKGROUND:

Over the years, Mono County has added both different providers and different plans in providing for options to employees for employee directed retirement plans. Mono County currently has four separate 457(b) plan providers (The Variable Annuity Life Insurance Company (VALIC), The Hartford, FTJ Fundchoice, LLC, and Nationwide Retirement Solutions) and three separate 401(a) plan providers (The Variable Annuity Life Insurance Company (VALIC), The Hartford, and FTJ Fundchoice, LLC). This resolution is for purposes to consolidate and clean up the process by which "housekeeping" duties are accomplished. Periodically changes need to be made to the plans to adhere to current Federal IRS regulations as well as other ministerial type changes. This resolution merely allows either the Finance Director or County Administrative Officer to authorize these changes.

FISCAL EFFECT:

There is no fiscal effect to the County as administrative fees on each individual employee owned account pay for the administration of the plans.



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4 **RESOLUTION NO. _____**
 BOARD OF SUPERVISORS, COUNTY OF MONO

5 **RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS**
6 **AUTHORIZING INDIVIDUALS TO ACT ON BEHALF OF MONO COUNTY**
 RETIREMENT PLANS

7
8
9 **WHEREAS**, Mono County, a political subdivision of the State of California
10 (hereinafter “the Employer”) has established both 457(b) and 401(a) plans for the benefit
11 of its employees and their beneficiaries; and

12
13 **WHEREAS**, the Employer has established trust accounts with The Variable
14 Annuity Life Insurance Company (VALIC), The Hartford, FTJ Fundchoice, LLC, and
15 Nationwide Retirement Solutions (all hereinafter referred to as “the Plan Companies”)
16 which serve as Trustee for their respective plans; and

17
18 **WHEREAS**, the Employer desires to authorize certain individuals to act on behalf
19 the Employer when engaging with the Plan Companies concerning these plans.

20
21 **NOW, THEREFORE, BE IT RESOLVED**, that the fullest authority is at all
22 times invested in the individuals named below who are empowered to execute any
23 documents that the Plan Companies require relevant to the opening or maintaining of an
24 account for the Plan Company and to take any and all action deemed by any of them to be
25 proper in connection with said Plan account, including, but not limited to, authority to
26 give written or oral instructions to the Plan Companies with respect to account
27 transactions.

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County Administrative Officer

Finance Director

APPROVED AND ADOPTED this 18th day of December 2012, at a regular meeting of the Board of Supervisors by the following vote of said board:

AYES:

NOES:

ABSENT:

ABSTAIN:

**VIKKI MAGEE BAUER, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:

APPROVED AS TO FORM

LYNDA ROBERTS

BY: SHANNON KENDALL, DEPUTY

MARSHALL S. RUDOLPH
COUNTY COUNSEL



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	No Correspondence		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
12/11/2012 7:40 AM	Clerk of the Board	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Sheriff Coroner
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Sheriff Richard C. Scholl
SUBJECT	Resolution of the Board of Supervisors in Appreciation of Sheriff Richard C. Scholl		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

The Mono County Board of Supervisors will present Sheriff Richard C. Scholl a resolution in appreciation for his years of service with the Mono County Sheriff's Office.

RECOMMENDED ACTION:

Approve resolution.

FISCAL IMPACT:

No fiscal impact.

CONTACT NAME: Jennifer Hansen

PHONE/EMAIL: (760) 932-5279 / jhansen@monosheriff.org

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Scholl Resolution](#)

History

Time	Who	Approval
11/30/2012 5:04 PM	County Administrative Office	Yes
12/11/2012 11:43 AM	County Counsel	Yes
12/3/2012 10:10 AM	Finance	Yes

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF SHERIFF RICHARD C. SCHOLL**

WHEREAS, Mono County, and the Mono County Sheriff's Office, has accepted a retirement notice from Richard C. Scholl after 28 years of loyal and dedicated service to the citizens of Mono County and throughout the State of California; and

WHEREAS, Richard Clayton Scholl ('Rick' as most know him) was born on June 29, 1952 in Pasadena, California. Rick moved to Costa Mesa, California when he was 8 years old, later attending both Costa Mesa High School along with Pasadena High School. While in high school, Rick participated in baseball, track and, of course, the golf team. Rick also set a record for the Long Jump at Costa Mesa High School.

WHEREAS, Rick began his career as a Deputy Sheriff on January 8, 1975 with the County of Mono, and after several years, Rick moved to the San Diego area where he worked as a Police Officer for the San Diego Police Department from 1979 till 1982. After seeing the light, Rick returned to Mono County, also known as God's Country, and re-hired with the Mono County Sheriff's Office. On January 3, 1983, Rick was promoted to the rank of Investigator, but missing the 'action of the streets,' returned to the deputy ranks. Rick ended his second stint with the Mono County Sheriff's Office on September 21, 1986 when he hired on to work for the newly formed Mammoth Lakes Police Department. While working for the Mammoth Lakes Police Department, as a patrol officer and then a sergeant, found time to volunteer with the Mammoth Lakes Fire Department. In 1997, Rick decided to change his work habits and went into the private sector wearing several different hats: working in the real estate and mortgage business, as a background investigator and also as a corporate pilot. In the year 2006, Rick had the calling once again to come back to law enforcement when he campaigned for Sheriff-Coroner of Mono County. In November 2006, Rick won the election and was sworn in on January 8, 2007 as the 21st Sheriff of Mono County. Rick has put forth a great deal of time into law enforcement over his career, and a great deal of effort in the past 6 years directing the Mono County Sheriff's Office to where it is today.

WHEREAS, Rick has now earned the right to retire, knowing the impact he has left on the law enforcement community, those he has worked for, and with, and the community in which he has dedicated himself to. Rick leaves behind years of hard work and loyal service and will now have the opportunity to spend more time with his wife, Annette, traveling the country and ultimately finding a new home, more than likely in a golf course community. Rick, being an avid golfer, no doubt will be playing the links as often as possible, bringing his already single digit handicap even lower. Retirement will be enjoyed on a daily basis; will be stress free; and everything will be done without any time restrictions.

NOW, THEREFORE BE IT RESOLVED, the Mono County Board of Supervisors and the Mono County Sheriff's Office, hereby extend a most sincere "THANK YOU" in appreciation for Rick's many years of dedicated service, and;

BE IT FURTHER RESOLVED, Richard C. Scholl is hereby extended our best wishes as he moves into the next chapter of his life and congratulations and best wishes in retirement. APPROVED AND ADOPTED this 18th day of December, 2012, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

D. Hap Hazard, Supervisor District #2

Vikki Bauer, Supervisor District #3

Tim Hansen, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Supervisor Bauer
SUBJECT	Certificate of Appreciation for the Inyo National Forest		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Certificate of Appreciation for the Inyo National Forest thanking them for their ongoing efforts and success to "Keep June Mountain Open". Supervisor Bauer is sponsoring this item.

RECOMMENDED ACTION:

Present Certificate of Appreciation to the Inyo National Forest.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Certificate](#)

History

Time

Who

Approval

11/21/2012 1:42 PM	County Administrative Office	Yes
12/11/2012 11:38 AM	County Counsel	Yes
11/26/2012 1:12 PM	Finance	Yes

CERTIFICATE OF APPRECIATION

Presented to:

The Inyo National Forest

*In Sincere Appreciation for the Ongoing Efforts and Success to
"Keep June Mountain Open"*

*Vikki Bauer, Board Chair
Mono County Board of Supervisors*

December 18, 2012



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS	CAO, Finance, County Counsel		
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Jim Arkens, Marshall Rudolph, Brian Muir
SUBJECT	Paramedic MOU		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Resolution approving a new memorandum of understanding between the County and the Mono County Paramedic Rescue Association and adopting new personnel rules and a new job description applicable to that bargaining unit.

RECOMMENDED ACTION:

Adopt proposed Resolution #R12-_____, approving a new memorandum of understanding between the County and the Mono County Paramedic Rescue Association and adopting new personnel rules and a new job description applicable to that bargaining unit.

FISCAL IMPACT:

Estimated savings of \$148,000/year.

CONTACT NAME: mrudolph@mono.ca.gov

PHONE/EMAIL: (760) 924-1707 / mrudolph@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[paramedic staff report](#)

[paramedic resolution](#)

- [Paramedic MOU](#)
- [Personnel Rules \(paramedic\)](#)
- [paramedic job description](#)

History

Time	Who	Approval
12/13/2012 11:03 AM	County Administrative Office	Yes
12/13/2012 10:41 AM	County Counsel	Yes
12/13/2012 10:50 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: December 18, 2012

RE: Proposed Resolution Adopting and Approving a Memorandum of Understanding with the Mono County Paramedic Rescue Association bargaining unit and adopting new personnel rules and new job description applicable to that bargaining unit

Recommendation:

Adopt proposed Resolution.

Fiscal/Mandates Impact:

[To be determined by Finance.]

Discussion:

As the Board is aware, the County has tentatively concluded negotiations with the Paramedic Rescue Association bargaining unit. As of the date this item is being placed on the agenda, the Association has not voted on whether to ratify results of the negotiations but, at Board's direction, this item is being placed on the December 18th agenda so that the Board will have the option of approving it at that time. (Note that such Board approval will not be effective unless or until the Association ratifies the MOU, and the resolution so indicates.) Also, the MOU version in the agenda packet is the latest version but may be subject to further finalization prior to the Board meeting, in which case a final version will be brought to the meeting.

Subjects of negotiation included a new Memorandum of Understanding for the period of January 1, 2012, through December 31, 2013, and a new (overhauled) set of personnel rules and a new paramedic job description. The MOU includes the following changes to provisions affecting wages and benefits, which generally become effective as soon as reasonably practicable after January 1, 2013:

- no wage increases or cost of living adjustments during the MOU term
- freeze on step increases
- reduced County payment of medical insurance premiums for employees (\$25-50/ month co-pay by employees with dependents)
- elimination of Cafeteria plan contributions (“cash back”) for employees who are not enrolled in CalPERS medical insurance but who provide the County with proof of other medical insurance¹
- use of a pool of non-benefitted, temporary, part-time employees called “reserve employees” (to be established) to fill vacant shifts, thereby reducing County overtime expenses
- new provision requiring employees to maintain licenses and certifications on their own time and their own expense, except that the County will reimburse license/certification fees and provide an annual \$600 stipend toward such expenses.
- reduction in longevity compensation for existing employees and elimination of longevity compensation for employees hired after January 1, 2013
- reduction in payout percentage for unused sick leave for employees who terminate with more than 5 but less than 10 years of service
- elimination of annual payout for excess unused sick leave

The MOU also includes certain provisions not affecting wages or benefits, such as an agreement to utilize direct deposit for all paychecks. And last but not least, the bargaining unit tentatively agreed to the County’s proposed new personnel rules and a new job description.

If you have any questions, you may reach me at (760) 924-1707.

Encl.

¹Note: These changes will also affect the flexible credit allowance for certain retired employees who are not enrolled in CalPERS medical insurance because their allowance amount is tied to Cafeteria Plan contributions received by active employees.



1
2 **RESOLUTION NO. R12-__**

3 A RESOLUTION OF THE MONO COUNTY
4 BOARD OF SUPERVISORS ADOPTING AND APPROVING A
5 NEW MEMORANDUM OF UNDERSTANDING
6 BETWEEN THE COUNTY AND THE MONO COUNTY
7 PARAMEDIC RESCUE ASSOCIATION AND ADOPTING
8 NEW PERSONNEL RULES AND A NEW JOB DESCRIPTION
9 APPLICABLE TO THAT BARGAINING UNIT

7 **WHEREAS**, the Mono County Board of Supervisors has the authority under
8 Section 25300 of the Government Code to prescribe the compensation, appointment,
9 and conditions of employment of county employees; and

9 **WHEREAS**, the County is required by the Meyers-Milias-Brown Act (Section
10 3500 et seq. of the Government Code) to meet and confer with recognized employee
11 organizations before changing the terms and conditions of employment applicable to
12 the employee classifications represented by those organizations; and

12 **WHEREAS**, County representatives and the Mono County Public Safety
13 Officers' Association (PSO) bargaining unit, met, conferred, and tentatively reached
14 mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a
15 copy of which is attached hereto as Exhibit "A" and incorporated herein by this
16 reference; and

15 **WHEREAS**, as part of the negotiations and MOU, the parties have tentatively
16 agreed to a new set of personnel rules applicable to employees in the PSO bargaining
17 unit, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this
18 reference; and

17 **WHEREAS**, as part of the negotiations and MOU, the parties have tentatively
18 agreed to a new Paramedic job description, a copy of which is attached hereto as Exhibit
19 "C" and incorporated herein by this reference.

19 **NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of
20 Supervisors as follows:

21 **SECTION ONE:** The proposed Memorandum of Understanding ("MOU")
22 between the County of Mono and the Mono County Paramedic Rescue Association, a
23 copy of which is attached hereto as an exhibit -- effective for the period of January 1,
24 2012, through December 31, 2013 -- is hereby ratified, adopted, and approved, and,
upon ratification of the MOU by the Association, the terms and conditions of
employment set forth in the Memorandum are hereby prescribed for the employees
whose classifications are included in the PSO bargaining unit. The Chair of the Board of
Supervisors shall execute said Memorandum on behalf of the County.

25 **SECTION TWO:** Upon ratification of the MOU by the Association, the revised
26 set of personnel rules (personnel system), a copy of which is attached hereto as Exhibit
27 "B" and incorporated herein by this reference, is hereby adopted and implemented as to
28 employees whose classifications are included in the Mono County Paramedic Rescue
Association bargaining unit. Said Personnel System shall supersede any other
personnel policies and rules set forth in any other documents, including but not limited
to Chapter 2.68 of the County Code and the Personnel Policies and Procedures
Handbook adopted by Resolution 82-27; provided, however, that in the event of a
conflict between the Personnel System and any provision of this Resolution, the

1 provision of this Resolution shall control. Notwithstanding the foregoing, any
2 disciplinary actions that were initiated against covered employees but not finalized
3 prior to the date of this Resolution (including any appeals of such actions) shall
continue to be governed by the personnel rules in effect when the disciplinary action
was initiated.

4 **SECTION THREE:** Upon ratification of the MOU by the Association, the
5 Paramedic job description, a copy of which is attached hereto as Exhibit "C" and
incorporated herein by this reference, is hereby adopted and shall be applicable to
6 covered employees in the Paramedic classification.

7 *PASSED AND ADOPTED* this day of , 2012, by the following
vote:

8 AYES :
9 NOES :
10 ABSTAIN :
11 ABSENT :

12 ATTEST: _____
 Clerk of the Board Vikki Bauer, Chair
 Board of Supervisors

13 APPROVED AS TO FORM:

14
15 _____
16 COUNTY COUNSEL

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF MONO
AND
MONO COUNTY PARAMEDIC RESCUE
ASSOCIATION

(January 1, 2012, through December 31, 2013)



ARTICLE 1. PARTIES; DEFINITIONS; PURPOSE

A. Parties

The parties to this Memorandum of Understanding (MOU) are the County of Mono, acting by and through the Mono County Board of Supervisors, and the Mono County Paramedic Rescue Association (hereinafter "Association") which is the employee bargaining unit further defined in Article 4 of this MOU.

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles hereof:

- (1) "ASSOCIATION" means the Mono County Paramedic Rescue Association, a recognized employee bargaining unit representing all probationary and permanent Mono County Emergency Medical Technicians (EMT's), including EMT Advanced, and Paramedics who are not covered by MOU's between Mono County and other Mono County employee bargaining units. ASSOCIATION does not include any reserve employees (defined below) whom COUNTY may hire and employ from time to time in its sole discretion to perform work otherwise performed by ASSOCIATION members.
- (2) "COUNTY" means the County of Mono, a political subdivision of the State of California.
- (3) "COVERED EMPLOYEE OR EMPLOYEES" means those Mono County EMT's and Paramedics who are not members of any other recognized bargaining unit, and who are not "temporary employees" as that term is defined in Mono County Code Section 2.68.020(27). All covered employees are covered by the terms of this MOU. Reserve employees are not covered employees.
- (4) "MOU" means this Memorandum of Understanding between the ASSOCIATION and the COUNTY.
- (5) "RESERVE EMPLOYEES" means temporary employees and/or retired annuitants whom COUNTY may utilize to fill vacant shifts of paramedics and EMTs, as described more fully below. COUNTY intends to develop a pool of reserve employees, and COUNTY will inform ASSOCIATION as the use of such employees is implemented, including the approximate size of the pool. COUNTY will consult with ASSOCIATION on training and performance issues pertaining to reserve employees. Reserve employees will have first preference for all vacant shifts. See also Articles 20 and 30.
- (6) "RETIRED ANNUITANT" is an employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a

position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.

- (7) "VACANT SHIFT" means any shift, including a "partial shift," that will not be worked by a covered employee as part of that employee's normal full-time work schedule.

C. Purpose

The purpose of this MOU is to provide for continuity of governmental operations and employment through harmonious relations, cooperation and understanding between the COUNTY and employees covered by the provisions of the MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise between the parties concerning the subject matter of this MOU; to set forth the understandings reached by the ASSOCIATION and the COUNTY as a result of good faith negotiations. This MOU requires the approval of the Mono County Board of Supervisors and members of the ASSOCIATION prior to its execution and implementation.

ARTICLE 2. RECITALS; FINDINGS

- A. All pre-existing agreements between the COUNTY and the ASSOCIATION expired on or prior to December 31, 2011. Since that time, the parties have negotiated in good faith in an attempt to reach a new agreement on salary, benefits, working conditions, and other pertinent matters.
- B. In adopting it, the Board of Supervisors finds this MOU is necessary to promote harmonious relations between the COUNTY and the ASSOCIATION, and to insure continuous efficient emergency medical services to the people of Mono County and those who work, recreate, and travel here. In the absence of an MOU, it will be difficult to attract or keep trained, experienced, and capable emergency medical personnel in this county. To those ends, the Board finds that this MOU is necessary for the health, safety and welfare of the people.
- C. The ASSOCIATION likewise desires to enter into this MOU for the period of January 1, 2012, to and including December 31, 2013.
- D. It is the purpose of this MOU to set forth the understanding and agreements reached by the parties. The COUNTY in good faith acknowledges all rights of the ASSOCIATION under the Meyers-Milias-Brown Act (MMBA).
- E. Whereas, and in consideration of the terms, conditions, recitals, and understandings expressed in the MOU, the parties agree as herein set forth.

ARTICLE 3. TERM; RENEGOTIATION

The provisions of this MOU are retroactive to and shall be effective from and after January 1, 2012, unless otherwise specified. This MOU shall expire at 12:00 midnight on

December 31, 2013, except as otherwise provided by state law. The parties shall begin negotiations for a successor MOU at least six (6) months prior to the expiration of this MOU. Both parties agree to use their best efforts to complete negotiations on a successor MOU.

ARTICLE 4. RECOGNITION

The COUNTY hereby reaffirms its previous recognition of the ASSOCIATION as the exclusive bargaining unit legally authorized to negotiate and execute this MOU on behalf of the covered employees.

ARTICLE 5. ASSOCIATION RIGHTS

The COUNTY recognizes all legal rights of all employees covered by this MOU, including the right to join and participate in the activities of the ASSOCIATION and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, the Meyers-Milias-Brown Act. The COUNTY shall not intimidate, restrain, coerce, or discriminate against any covered employee because of the exercise of any such rights. The provisions of this MOU shall be applied to all covered employees without discrimination because of race, color, sex, age, creed, or religion, and in accordance with all applicable State and Federal laws.

ARTICLE 6. HEALTH CARE AND DISABILITY BENEFITS

- A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 7 and 8.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY pursuant to this Agreement.
- C. The COUNTY shall continue to keep covered employees in CalPERS medical insurance.
- D. The COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance.
- E. Disability Insurance

The COUNTY shall assure that all covered employees are enrolled in the State Disability Insurance (SDI) program at COUNTY expense. The COUNTY shall pay all such premiums as are necessary to provide SDI benefits to covered employees. If the Association desires its own disability insurance coverage, the COUNTY will contribute its current cost of SDI coverage toward such alternative coverage. When the covered employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the COUNTY shall continue paying:

- (1) Monthly contributions into the Cafeteria Plan based on the employee's

applicable tier (See Article 9); and

- (2) The medical portion of Social Security.

F. Health Care Coverage for Retirees

- (1) The COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A “retiree” is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.
- (2) Each “retired employee” and one dependent of a retired employee (including a spouse of the retired employee, and otherwise as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.
- (3) “Retired employee” means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after March 15, 1996, who was age fifty (50) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- (4) Any benefits after retirement under this Section F of Article 6 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change. (See also Article 11.)

ARTICLE 7. DENTAL CARE PLAN

The COUNTY shall implement and extend coverage under the COUNTY Dental Plan to all covered employees and their dependents with the understanding that the COUNTY shall retain total discretion regarding carrier and plan content, and with the further understanding that the COUNTY Dental Care Plan as now constituted shall be the minimum base coverage. The coverage provided by this Article shall extend to retired employees (as defined above in Article 6), together with one dependent of the retired employee.

ARTICLE 8. VISION CARE PLAN

The COUNTY shall implement and extend coverage under Vision Care (Plan C: \$10.00 deductible) to all covered employees and their dependents with the understanding that the COUNTY shall retain discretion regarding carrier and plan content, and with the

further understanding that the COUNTY Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired employees (as defined above in Article 6), together with one dependent of the retired employee.

ARTICLE 9. CAFETERIA PLAN

- A. From January 1, 2012, through December 31, 2012, with respect to any covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee. The COUNTY will ensure that the amount paid is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back.

- B. From January 1, 2013, through December 31, 2013, with respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below for those employees who enroll in the two-party or family tier, which shall be contributed by the employee:

	<u>Employee Contribution</u>
Two-Party:	\$25.00/month
Family:	\$50.00/month

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable). Notwithstanding the foregoing, the COUNTY may in its discretion postpone implementation of this subsection B beyond January 1, 2013.

- C. From January 1, 2012, through December 31, 2012, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an

insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan a flat amount per month for that non-enrolled employee exactly equal to the amount then being contributed by the COUNTY for employees who are enrolled in the "Single" tier of PERS Choice coverage and who reside in the same state and COUNTY as the non-enrolled employee.

- D. Effective January 1, 2013, the County shall cease making any contributions to the Cafeteria Plan for covered employees who are not enrolled in CalPERS medical coverage.

ARTICLE 10. 401(a) PLAN.

- A. Any covered employee hired on or after February 4, 2003, shall not be eligible to earn or receive the retirement service benefit provided by Article 11, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any active employee of the unit who was hired prior to February 4, 2003, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 11.
- B. The COUNTY has established and implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The COUNTY shall contribute into the Section 401(a) Plan an amount on behalf of each employee electing to participate under this Article 10 equal to the amount contributed by that employee from his or her own pre-tax salary into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed three percent (3%) of the employee's pre-tax salary. Accordingly, if an employee contributed a total of one to three percent (1-3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would only be equal to three percent (3%) (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employees shall vest -- that is, earn the right to withdraw -- the COUNTY's contributions into the 401(a) Plan on their behalf based on years of COUNTY service, as set forth more fully below.
- C. The 401(a) Plan implemented in this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
6 years	100 percent

- A. In addition to and notwithstanding the foregoing, employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use -- shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the COUNTY and the Plan must comply.

ARTICLE 11. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on the COUNTY payroll prior to February 4, 2003).

- A. Each retired employee who was on the COUNTY payroll prior to February 4, 2003, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (See Article 9), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 10).
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after March 15, 1996, who was age fifty (50) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- C. The amount of the flexible credit allowance shall be computed as follows:
- (1) If the employee retires after December 31, 2000, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 9), minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the COUNTY's contribution to the Cafeteria Plan for its active employees varies, and

subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the “tier” into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 paid directly by the COUNTY to CalPERS). Retired employees governed by this paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan’s compliance with applicable laws, but as with active employees, the Cafeteria Plan shall specify that a retired employee may not take cash back unless he or she can provide the COUNTY with written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from medical insurance plans offered through the Cafeteria Plan.

- (2) If the employee retires before December 31, 2000, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive “unused” cash back from the Cafeteria Plan.

ARTICLE 12. VACATION ACCUMULATION

A. Accumulation/Accrual

Because covered employees work 24-hour shifts (or “days”), and 56-hour weeks, vacation accrual for covered employees shall not be as provided in Mono County Code Section 2.68.110. Instead, permanent and probationary covered employees will accrue vacation on a monthly basis at the following annual rates, based upon years of employment:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>
0-3	112 hours	9.33 hours
3-10	168 hours	14.00 hours
10-15	191 hours	15.92 hours
15-20	213 hours	17.75 hours
20+	224 hours	18.67 hours

- B. Notwithstanding anything to the contrary, the maximum number of vacation days that may be accumulated by any employee as of December 31st, the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation day accumulation as provided above in Section B of this Article 12.**
- C. If a covered employee's total accumulated vacation days exceeds two and one-half times their annual vacation day accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual. Once the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual, then their accrual of vacation days will recommence for the remainder of the calendar year.**
- D. Any covered employees who have accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.**

ARTICLE 13. SICK LEAVE

- A. Permanent covered employees will accrue 11.2 hours of sick leave each month.**
- B. Sick leave for each covered employee shall accrue upon the employee's date of employment, but not in accordance with Mono County Code Section 2.68.100 because covered employees work 24-hour shifts (or "days"), and 56-hour weeks. Upon termination, the employee shall be compensated for accrued sick leave as follows:
 - (1) If the employee has worked for the COUNTY less than five (5) years, no amount shall be paid for accrued sick leave.**
 - (2) If the employee has worked for the COUNTY more than five (5) years, but less than ten (10) years, then the employee shall be paid sixty percent (60%) of the dollar value of the accrued sick leave.**
 - (3) If the employee has worked for the COUNTY more than ten (10) years, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.**
 - (4) If the employee is terminated by reason of layoff, then the employee shall be paid 100% of the dollar value of the accrued sick leave regardless of how long the employee has worked for the COUNTY.****
- C. The dollar value of the employee's accrued sick leave shall be based upon the employee's base rate of pay on the date of termination.**

ARTICLE 14. BEREAVEMENT LEAVE

Permanent covered employees shall be allowed the same bereavement leave (and critical illness leave) applicable to other bargaining units, which is set forth in the County's Personnel Policies provided, however, that instead of receiving a maximum of five 8-hour "working days" of leave each member shall receive two consecutive 24-hour shifts of leave. Also, said leave shall only be provided for one qualifying critical illness event and one qualifying bereavement event per calendar year (and does not accrue).

ARTICLE 15. LONGEVITY COMPENSATION.

A. From January 1, 2012, through December 31, 2012, any covered employee, upon completion of three (3) years of COUNTY service at "E" step (or top step) of his or her salary range, shall receive two-and-one-half percent (2.5%) additional compensation. An additional two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of COUNTY service at "E" step (or top step) of his or her salary range. A third and final two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of nine (9) years of COUNTY service at "E" step (or top step) of his or her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on May 1, 2001, was already eligible to receive at least seven and one-half percent (7.5%) longevity pay shall continue to receive that amount of longevity pay but shall not be eligible for nor receive any further longevity increases regardless of years of service.

B. Effective January 1, 2013, any covered employee, upon completion of three (3) years of COUNTY service at "E" step (or top step) of his/her salary range, shall receive two-and-one-half percent (2.5%) additional compensation. An additional two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of COUNTY service at "E" step (or top step) of his/her salary range. A third and final one-and-one-half percent (1.5%) longevity compensation shall be paid upon completion of nine (9) years of COUNTY service at "E" step (or top step) of his/her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on December 31, 2012, was already eligible to receive at least seven and one-half percent (7.5%) longevity pay shall instead receive one percent (1%) less than that amount of longevity pay.

C. Covered employees hired on or after January 1, 2013, will not be eligible to receive longevity compensation at any future date.

ARTICLE 16. SENIORITY

For the purpose of determining individual salaries and benefits, including retirement service benefits (Article 11), COUNTY will recognize all previous unbroken service in permanent (not temporary) employment status as Paramedics and EMT's with the Mammoth Lakes Fire Protection District and the County of Mono.

ARTICLE 17. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

- A. In the event a covered employee assumes the duties of a position entailing greater responsibility than his or her presently assigned position, that employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the “A” step of the higher classification, whichever is higher, during the time the employee carries out the other duties.
- B. The provisions of this Article are operative only when all of the following conditions occur:
 - (1) Written direction has been given to the employee to assume the other duty by the Paramedic Manager or by a person so authorized by the Paramedic Manager;
 - (2) The assumption of duties entailing greater responsibility must be taken for a period of one week (i.e., 56 hours) before the provisions of the Article apply. Said initial work week shall not be included in the increased pay calculations;
 - (3) The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors.

ARTICLE 18. RELEASE TIME

- A. The ASSOCIATION President and designated representatives shall have reasonable time off with pay for the purposes of carrying out ASSOCIATION-related matters (not to exceed a total of three (3) persons). The ASSOCIATION representatives shall notify the Paramedic Manager in advance that they will be participating in ASSOCIATION matters.
- B. The COUNTY agrees that ASSOCIATION members on duty may attend semi-annual ASSOCIATION membership meetings during working hours without loss of pay provided:
 - (1) Attendance is verified by signature roster prepared and certified by the ASSOCIATION Secretary;
 - (2) Attendance during working hours without loss of pay will be limited to two (2) hours per meeting;
 - (3) The employee’s absence from work will not result in the lack of minimum coverage of functions as determined by the Paramedic Manager.

ARTICLE 19. SHIFT TRADING

- A. COUNTY will allow shift trading with Department Manager approval with the following conditions:

- (1) Limit of ninety-six (96) hours owed;
- (2) Employees will hold COUNTY harmless;
- (3) Employees must be using vacation time in reasonable proportion to vacation accrual rate.

ARTICLE 20. WORK SHIFTS; OVERTIME

- A. As required by the Fair Labor Standards Act (FLSA), all covered employees shall be paid premium pay and/or overtime in accordance with Fair Labor Standards Act (FLSA) requirements for hours worked (as described below) in excess of forty (40) hours per week. Full-time employees' normal full-time work schedule shall continue to be two consecutive twenty-four hour shifts (48 hours) followed by 96 hours (four days) of regular time off. Thus, each normal work week includes 40 hours of regular compensation and some additional hours of scheduled overtime ("FLSA premium pay"), all of which should be reportable compensation to CalPERS; any hours of work beyond a normal work schedule may or may not be reportable to CalPERS. (See 2 Cal.Code of Regs section 571(a)(5).) The COUNTY cannot and does not guarantee that CalPERS will concur with the COUNTY's reported compensation. But in the event that CalPERS does not concur, ASSOCIATION may request to reopen negotiations regarding this article of the MOU.
- B. Use of vacation time, sick leave, and Compensatory Time Off (CTO) leave shall be considered "hours worked" for purposes of computing overtime/CTO.
- C. Effective January 1, 2013, all "vacant shifts" (i.e., available shifts that are in addition to regular shifts) will be offered first to reserve employees (if any). In the event that a vacant shift cannot be covered due to the refusal from all reserve employees, the shift may then be offered to all covered employees on the "overtime list." Any employee who is offered and accepts such a shift may later reject it ("give it back") within 24 hours without penalty unless the shift is less than 24 hours away; otherwise, the accepted shift must be worked. In the event that a vacant shift is refused by all employees to whom it is offered, said shift will then go to the "force hire" list of covered employees in order to cover the open shift. (See also Article 30 entitled "Call Back, Partial Shifts, and Force Hire.")

ARTICLE 21. WORKSITE SAFETY

A. Cold Weather Gear (Safety Equipment)

- (1) The COUNTY shall provide the funds necessary to assure that covered employees needing such equipment for health and safety purposes shall receive new or otherwise serviceable and adequate protective safety and weather protection equipment. The COUNTY shall purchase or replace the

following minimum issue of such equipment for covered employees:

- (a.) Badge (1)
 - (b.) Storm Liner Jacket (1)
 - (c.) Gortex Jacket (1)
 - (d.) Gortex Pants (1)
 - (e.) Winter Hat (1)
 - (f.) Winter Gloves (1 pair)
 - (g.) Day Pack (1)
 - (h.) Winter Boots (1 pair)
 - (i.) Winter Gaiters (1 pair)
 - (j.) Safety Glasses (1 pair)
 - (k.) Winter Goggles (1 pair)
- (2) Safety and weather protection equipment shall remain the property of the COUNTY and shall be properly inventoried. Employees shall return assigned equipment upon termination from COUNTY employment. Safety and weather protection equipment shall be issued only to those persons required to work under conditions necessitating the importance of a particular item of such equipment. Previously-issued equipment shall be returned by the employee to whom it has been issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued safety equipment and for the cost of replacement of lost equipment. COUNTY will repair, or replace as necessary, standard equipment and safety equipment damaged or lost within the course and scope of employment. In addition, the COUNTY will maintain a pool of equipment to be available for the use of part-time, temporary employees on the days when they are assigned to work open shifts for the Paramedic Department. One of each of the items listed above will be made available to such employees.

B. Structural Turn Outs (Safety Equipment)

Each permanent, full-time employee will continue to be issued, at no cost to the employee, certain items as described in Chapter 5 of the NFPA 1500 Handbook. Those items will remain the property of the COUNTY. Additionally, the COUNTY will maintain a pool of such equipment to be available for the use of part-time, temporary employees on the days they are assigned to work open shifts in the Paramedic Department. Those items will specifically include one each of the following:

- (a.) Protective coat
- (b.) Protective trousers
- (c.) Protective hood
- (d.) Helmet
- (e.) Gloves
- (f.) Protective footgear

Temporary and part-time employees may use equipment that meets the same standards that has been previously issued to them due to their being a member of a recognized fire department if such use is permitted by that agency.

C. Worksite Inspection

- (1) The COUNTY shall provide reasonable safety programs and annual on-site safety inspections in order to assure safe worksites for COUNTY employees. Department heads shall have the responsibility for scheduling the safety programs and annual on-site worksite inspections. Employees may file written complaints relating to the safety of worksites. Written complaints shall be filed with the relevant department heads and copies shall be transmitted by employees who file them to the President of the Association. Should the complaint be unresolved at the department head level, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.
- (2) The Worksite Safety Advisory Committee will be established as the need arises, and will consist of the COUNTY'S designated risk manager, one member designated by the Association, and one member appointed by the other two members.

ARTICLE 22. UNIFORM ALLOWANCE AND REPLACEMENT

- A. Each member shall continue to receive an annual uniform allowance of \$750, of which amount \$375 is deemed to cover annual uniform acquisition and \$375 is deemed to cover annual uniform maintenance. Each new member shall upon employment receive a payment of \$375 for uniform acquisition and an additional payment for uniform maintenance based on pro-rated portion of the fiscal year remaining at that time. Should said new member not complete that remaining portion of the fiscal year as an EMT or Paramedic of Mono County, the COUNTY may recover \$30.00 per month from the new member for each month of said fiscal year not completed. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said member's final paycheck. In addition to the foregoing, upon completion of all other requirements set forth by the COUNTY, each new temporary, part-time employee will receive a one-time-only payment in the amount of \$187.50. ASSOCIATION understands that the compensation provided by this Article 22 is taxable and that COUNTY will withhold taxes from said amounts in accordance with applicable state and federal laws (notwithstanding any prior COUNTY practices). Effective January 1, 2013, or as soon thereafter as reasonably practicable, the aforementioned uniform allowances shall be spread out and paid in equal installments over twelve (12) months and shall be included in the employee's normal payroll check, and all checks will be direct deposit.
- B. Uniform items shall be as set forth in Exhibit "A" attached hereto and

incorporated herein by this reference.

- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the member. The determination as to whether the clothing is replaced or repaired shall be made by the Department Manager.
- D. All insignia and equipment issued to members shall be returned to Mono County in good condition, ordinary wear and tear excepted, prior to receipt of said member's final paycheck. Any change or addition to the existing uniform which is ordered by the COUNTY shall be at the COUNTY'S expense.

ARTICLE 23. TRAVEL TIME

Generally, travel time to and from work does not constitute hours worked. This is true whether the employee works at a fixed location or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to COUNTY'S instructions. All such travel time shall be considered "hours worked" by the traveling employee, whether or not the employee is operating a vehicle or riding as a passenger. However, in any work week in which such travel occurs, management may reduce the traveling employee's regular work hours in order to avoid or minimize overtime for that week. For example, if an employee travels eight hours on a Sunday as a passenger to attend a seminar, that time will be counted as hours worked but management may reduce the employee's regular work hours later in the same work week by eight hours, so that no overtime would be owed as a result of the travel (all other things being equal).

ARTICLE 24. CERTIFICATION; STIPEND.

Effective January 1, 2013, covered employees shall assume full responsibility for meeting and maintaining any certification or licensing requirements imposed by state law or regulatory agencies with respect to their employment positions. Thus, each covered employee shall attend such continuing education classes as they may deem necessary and appropriate to meet and maintain their certifications/licenses, on their own time and at their own expense, except that COUNTY shall: (1) reimburse covered employee for any applicable license/certification renewal fee(s); and (2) provide each covered employee with additional compensation in the form of an annual certification stipend in the amount of six hundred dollars (\$600), which is intended to assist covered employees with their other certification/license-related expenses. Said annual stipend will be paid on or before July 1st of each calendar year (starting in 2013). ASSOCIATION understands that the certification stipend is taxable compensation and that COUNTY will withhold taxes from said amount in accordance with applicable state and federal laws. Stipend payments will be included in the employee's normal payroll check and all checks will be direct deposit. (Note: In the event and to the extent that COUNTY directs a covered employee to attend a particular class or training, time spent attending that class or training shall be considered "hours worked." Time spent traveling to the location of such a class or training shall not be considered "hours worked" unless it occurs during

a covered employee's regular shift or is otherwise required to be treated as hours worked under the Fair Labor Standards Act (FLSA).)

ARTICLE 25. REQUIRED PHYSICAL EXAMINATIONS

When a physical examination is required for any reason related to the performance of a covered employee's duties, the examination shall be provided by a medical doctor designated by the COUNTY at the COUNTY'S expense. The examination shall be performed during the employee's regular work hours without any deduction in pay.

ARTICLE 26. PERS BENEFITS

- A. All employees covered by this MOU shall continue in the PERS "2% at 50" (Local Safety Plan) retirement program, except those covered employees who were employed by the County on January 1, 2007, and ONLY on that date, who shall continue to receive "3% at 50" retirement pursuant to the COUNTY's current contract with CalPERS. All employees covered by this MOU shall continue to pay the employee (member) contribution for such PERS coverage and retirement benefits, and COUNTY shall continue its implementation of Internal Revenue Code section 414(H)(2).
- B. The COUNTY shall continue to provide each covered employee with PERS "Level IV" Survivor Benefits through its contract with CalPERS.

ARTICLE 27. SALARY INCREASES

- A. Covered employees shall receive no increases of any kind to their base compensation during the term of this MOU, with the exception of increases resulting from changes in job classifications (e.g., promotions, reclassifications, and transfers). "Base compensation" means the range and step at which the covered employee is paid.
- B. Effective upon MOU ratification and continuing through December 31, 2013, notwithstanding any contrary provision of the County Code or personnel rules, covered employees shall not be eligible to earn or receive "step increases." And no time worked during the term of this MOU shall be counted for purposes of determining any future step increases (if and when such increases are again provided).
- C. All employees will be required to utilize direct deposit of their payroll checks.
- D. Note: As implemented in a prior MOU, the salary range of the Station Captain classification shall continue to be fifteen percent (15%) above the salary range of the Paramedic II classification.

ARTICLE 28. HOLIDAY PAY

- A. Permanent employees will receive eight percent (8%) of base salary, paid monthly for holidays. For purposes of this Article, “base salary” includes not only compensation based upon the range and step and which the employee is paid, but also any longevity pay.
- B. This policy will eliminate holidays from the work schedule, save and except one personal holiday (24 hours) and special COUNTY holidays which will be paid. Any overtime work which falls on regular days off which is coincidentally a calendar holiday, shall be paid at the overtime rate.

ARTICLE 29. EDUCATION INCENTIVE

The Paramedic Department will develop an annual travel, training, and continuing education plan as part of the budget process. The Department Manager will submit the plan as part of the budget indicating location, cost for course, and labor costs.

- A. **Educational Incentive Program.** This applies to and includes courses that are not job specific. Covered employees will be entitled to the same educational incentive program offered to other bargaining units. Note: This program shall not be available or utilized to fund a covered employee’s license/certification expenses; said expenses are addressed exclusively through Article 24 (Certification; Stipend). Specifically, covered employees who wish to enroll in such courses shall be reimbursed by the COUNTY for allowable expenses related to the courses in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:
 - (1) Courses must be taken at or by correspondence from an accredited institution if comparable courses are not offered in local schools, or if the work assignment of the individual is such that it does not permit regular classroom attendance.
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer.
 - (3) Approval of the educational incentive program shall be at the written discretion of the Paramedic Manager. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be filed by the Department Manager with the Auditor’s Office.
 - (4) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.
 - (5) Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor’s Office of appropriate receipts and proof of completion of the course and a minimum grade of “C” or its equivalent.

ARTICLE 30. CALL-BACK, PARTIAL SHIFTS, AND FORCE-HIRE

A. Call Back

Effective January 1, 2013, an employee called in to work at any time other than scheduled working hours shall be paid for a minimum of two (2) hours. Should the duration of the call-back exceed two (2) hours, the employee shall receive credit for the actual time worked. The provisions of this article shall not apply to extended shifts for actual time worked. (Note: prior to January 1, 2013, such call-backs were paid at a four (4) hour minimum.)

B. Partial Shifts

It is sometimes necessary for the Department to schedule a “partial shift” (a shift of less than 24 hours). An employee list will be compiled with reverse seniority (least seniority higher on the list), which shall be a separate call list from the existing overtime list. When a partial shift is scheduled, it shall be offered first to reserve employees (if any). In the event that a partial shift cannot be covered due to the refusal from all reserve employees, the shift may then be offered to all covered employees on the partial-shift call list. If an employee on the list accepts such a shift, then their name shall be rotated to the bottom of the list. If all employees on the list who are offered the shift refuse it, then the list shall be utilized as a “force hire” list (with the employee whose name is at the top of the list being contacted first). The employee who is assigned the partial shift by force hire shall be rotated to the bottom of the list, noting their forced assignment. Employees who have not had a partial shift assignment will remain eligible for force hire until everyone has participated; similar to the force hire list used to cover full shifts. Shifts that are extended in the line of duty do not qualify as partial shift assignments.

The Department will make available all known partial-shift dates as soon as possible for each calendar year, and the employees whose names are on the top of the call list shall be notified of their ability to choose a shift in advance. Other assignments that come up sporadically will be assigned in the manner described above.

Effective January 1, 2013, like a call-back, partial shifts will be paid at a two (2) hour minimum. Once accepted or assigned, partial shifts will be paid at a two (2) hour minimum even if they are later cancelled by the Department. (Note: prior to January 1, 2013, such shifts were paid at a four (4) hour minimum.)

Employees that accept or are assigned a partial shift will be rotated to the bottom of the list regardless of the shift’s duration.

C. Force-Hire

Any employee directed to work on a scheduled day off; and, any employee required to continue working a shift or part of a shift immediately after working the previous shift, shall be paid at the time and one-half overtime rate if total hours during the appropriate timekeeping period require such overtime pay to comply with FLSA requirements.

ARTICLE 31. ACCUMULATION OF COMPENSATORY TIME

Employees may accumulate no more than 480 hours of compensatory time, which may be utilized with the permission of the department head or designee. On December 31st of each year, the County will compensate each employee for their compensatory time by purchasing all accrued hours above 120 hours. An EMT may request, once during their employment, to carry more than 120 hours from one calendar year to the next calendar year for the purpose of seeking their paramedic certificate.

ARTICLE 32. STATION ASSIGNMENTS

COUNTY shall have the management right to determine and adjust station assignments at any time, in its sole discretion and notwithstanding any provision of this Article or any past practice to the contrary. Any such change in an employee's station assignment does not constitute disciplinary action and may not be appealed. In no event shall a change in an employee's station assignment, whether temporary or permanent, entitle the employee to compensation for any additional miles driven or time spent commuting to the new station. Notwithstanding the foregoing, COUNTY recognizes that covered employees have an interest in station placements. In instances where COUNTY finds that it does not have a management need to exercise its right to determine and adjust station assignments, the County shall allow any open station assignment to be filled by the seniority bid process. Only employees with an overall "competent" or "meets standards" evaluation as measured by the last annual performance evaluation will be guaranteed a seniority bid. Upon request, COUNTY shall consult with ASSOCIATION prior to any management decision related to station assignments; COUNTY shall not make such decisions arbitrarily or capriciously.

ARTICLE 33. LABOR CODE 4850

The COUNTY agrees to continue treating Paramedics and EMTs as if they are eligible for benefits under Section 4850.

ARTICLE 34. MISCELLANEOUS PROVISIONS

A. Entire Agreement

Except as provided in specific articles pertaining to future agreements between the parties on specific issues, this MOU constitutes the entire understanding of the parties. Any special agreements which vary or modify any provisions of this MOU (including, without limitation, any modification or deviation from the standard work week, not covered by this MOU made between COUNTY officer/department head or their designee) shall be in writing, signed by the

COUNTY officer/department head or their designee and the employee. A copy of the signed agreement shall be submitted to the ASSOCIATION by the COUNTY. Any representation, promises, understandings or agreements by or between the parties, or either of them, are hereby superseded and terminated in their entirety.

B. Amendments

The MOU can be amended only in writing after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.

C. New Personnel Rules (Personnel System).

ASSOCIATION agrees to the COUNTY's proposed new and/or revised personnel rules (Personnel System), in the form presented to ASSOCIATION by COUNTY prior to entry into this MOU. Said Personnel System shall supersede any other personnel policies and rules set forth in any other documents, including but not limited to Chapter 2.68 of the County Code and the Personnel Policies and Procedures Handbook adopted by Resolution 82-27; provided, however, that in the event of a conflict between the Personnel System and any provision of this MOU, the provision of this MOU shall control. Notwithstanding the foregoing, any disciplinary actions that were initiated against covered employees but not finalized prior to this MOU is ratified (including any appeals of such actions) shall continue to be governed by the personnel rules in effect when the disciplinary action was initiated. Notwithstanding any other provision of this MOU, the parties agree that COUNTY may during the term of this MOU propose revisions to such rules and/or additional personnel rules, provided that COUNTY allows an appropriate opportunity for affected employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Miliias-Brown Act. ASSOCIATION agrees that once the COUNTY has duly adopted any such new and/or revised personnel rules, such rules shall apply to all employees covered by this MOU.

D. New Job Description.

ASSOCIATION agrees to the Paramedic job description in final version proposed by COUNTY during the negotiations for this MOU, which is incorporated herein by this reference and which includes the following language regarding fire-fighting:

"Paramedics may respond with local fire departments as a mutual aid resource. Mono County does not require or expect that paramedics be certified in fire-fighting skills nor that they utilize such skills as part of their jobs. Nevertheless, if a paramedic happens to possess such skills and wishes to utilize them at a fire scene, then the paramedic may, upon arrival at the scene, report to the Incident Commander for duty assignment, with the understanding that primary responsibility for responding medical units is to administer medical treatment and/or remain available for medical assignments. A paramedic will not do interior fire fighting, nor extraction of victims from the interior of a burning structure, at anytime but can assist on the outside of a fire scene. Subject to the foregoing

limitations, paramedics with fire-fighting skills are allowed to perform fire-fighting duties within the scope of their training at the discretion of the Incident Commander. Mono County is not responsible for the cost of any fire-fighting training but will work with local fire departments that wish to provide this training at no cost to the County. Such training for fire-fighting activities may be approved by the EMS Chief.”

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the period herein specified.

MICHAEL GEARY, PRESIDENT Date
Paramedic Rescue Association

VIKKI BAUER, CHAIR Date
Board of Supervisors
County of Mono

JAMES ARKENS Date
COUNTY ADMINISTRATOR

MARSHALL RUDOLPH Date
COUNTY COUNSEL
County of Mono

**MONO COUNTY
PERSONNEL SYSTEM**

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010 Short Title

The personnel policies set forth in this document shall be known as the “Mono County Personnel System” or “Mono County Personnel Code.”

020 Application

The provisions of this Personnel System apply to all County employees whose positions are represented by the Mono County Paramedic Rescue Association bargaining unit unless a specific policy and/or procedure indicates otherwise. Exceptions to the application of this Personnel System are as follows:

A. If a provision of this Personnel System is in conflict with a provision of an applicable collective bargaining agreement negotiated between the County and the majority representative of the Paramedic Rescue Association bargaining unit, to the extent of such conflict, the provision of the bargaining agreement shall be controlling unless the provision in this Personnel System has been negotiated more recently.

B. Should a conflict exist between the provisions of this Personnel System and any state or federal law, the provisions of such state or federal law shall prevail.

030 No Contract Created

No provision in this Personnel System creates a contract of employment, expressed or implied, or any rights in the nature of a contract.

040 Right to Amend, Delete or Suspend

Any provision of this Personnel System may be amended by adding to, deleting or changing the provision, by action of the Board of Supervisors. Any provision may be suspended by action of the Board of Supervisors. The County will not take any action to amend, delete, or suspend a provision of this Personnel System without first meeting and conferring with the majority representatives of affected bargaining units.

The County Administrative Officer (CAO) may issue administrative policies and procedures in addition to the rules set forth in this Personnel System that are not inconsistent with or conflict with the provisions of this Personnel System or any collective bargaining agreement. This Personnel System may be amended by the Board of Supervisors to add any policy or procedure so issued.

050 Definitions

The following terms as used in this Personnel System shall, unless the context indicates otherwise, have the respective meanings set forth in this section:

1. Administrative Leave. Special leave which may be approved by the County Administrative Officer, or the Board of Supervisors, which temporarily relieves an employee from being present at work. This leave shall be granted to achieve a legitimate business purpose of the County. This leave shall be granted for a specified period of time.
2. Allocation. The official assignment of the position(s) to a designated class.

3. Anniversary date. The date recurring yearly upon an employee's most recent permanent appointment, including reclassifications, promotions and demotions.
4. Applicant. A person who has timely submitted all the required documentation for an examination.
5. Appointing Authority. The person(s) having authority to appoint or to remove persons from positions in the County service or a subordinate to whom this authority has been delegated. This authority is subject to approval or ratification by the County Administrative Officer or his or her designee.
6. Appointment. The conditional offer of and acceptance by a candidate to a position in the County service. Appointments are described in Section 2.68.170
7. At-Will Employee. Employees expressly designated as "At-Will" by the Board of Supervisors. It also includes emergency, limited term, retired annuitants, seasonal and temporary employees. At-will employees serve at the pleasure of the appointing authority and can be removed without cause or right of appeal.
8. Board of Supervisors. The Board of Supervisors of Mono County.
9. Business Days. Calendar days exclusive of Saturdays, Sundays, legal holidays, and County holidays.
10. Certification. The Human Resources Director's transmittal to a hiring department of names of available candidates for employment from a list of eligible's in the manner prescribed in these Rules.
11. Classification Plan. An orderly arrangement of titles and descriptions of separate and distinct classes in competitive civil service.
12. Continuous Service. Permanent employment with the County without interruption except for authorized absences or absences to serve in the armed forces of the United States.
13. County. The County of Mono, a political subdivision of the State of California; also known as "Mono County."
14. County Administrative Officer. (CAO) This position is responsible to the Board of Supervisors for the proper and efficient administration of all County offices, departments, institutions, and special districts under the jurisdiction of the Board of Supervisors. The Board of Supervisors and its members have delegated administrative supervision over County governmental activities to the County Administrative Officer and shall, except for the purposes of normal inquiry, not intervene or detract from the delegation. The general administrative responsibilities of this position are outlined in Section 2.84.060 of the Mono County Code. The person who fills this position is appointed by, and serves at the will and pleasure of, the Board of Supervisors.
15. Day. A day shall be calendar day unless otherwise specified. A working or business day shall be any day that the County is regularly open for business.

16. Demotion. A change of status of an employee from a position in one classification to a position in another classification with lesser duties and/or responsibilities, and a lower salary range. A demotion may be voluntary or involuntary. The demoted employee's anniversary date shall become the effective date of the demotion.
17. Department Head. The head of an established office or department including elected officers who head such an office or department. Unless specifically excluded all Department Heads have appointing authority.
18. Discharge. Separation from employment as a disciplinary measure or for failure to maintain requirements of minimum qualifications.
19. Discipline. Oral reprimand, written reprimand, suspension without pay, demotion, or dismissal of an employee.
20. Dismissal. Termination of a permanent full-time or permanent part-time employee for cause.
21. Domestic Partner. A person who is in a committed relationship with a County employee and has established a domestic partnership pursuant to California Family Code Section 297, and as that section may be amended from time to time.
22. Eligible List. Any of the lists of names of persons who have been found qualified through suitable examination for employment in a specific class or position in the competitive civil service arranged in rank order.
23. Emergency. An unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.
24. Emergency Employee. A person meeting the minimum qualifications for the job who is employed without going through the recruitment and selection process because of an emergency. Emergency employees serve at-will for a maximum of 30 consecutive working days and do not receive benefits unless required by law.
25. Employee. Any person holding a position of employment with the County which has been duly established by ordinance or resolution of the Board of Supervisors. This includes appointed Department Heads and appointed officers. It excludes elected Department Heads and elected officials.
26. Full-Time Employee. Shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal to those of a full workweek or work period as described hereinafter.
27. Hard to Fill. A determination made by the CAO when no qualified applications have been filed for an advertised vacancy in a classification for a period of at least six continuous months and when the business needs of a Department require the immediate filling of a vacant position.
28. Hiring Date. The date an employee is first hired by the County and the initial anniversary date. If an employee separates from continuous County employment a new hiring date shall be established if the employee returns to County service unless the first hiring date is required to be maintained pursuant to state, federal, or County leave laws.

29. Human Resources Director. The position serving at the will and pleasure of the County Administrative Officer which has day-to-day responsibility for the management and administration of the County personnel system, job classification plan, compensation system, position control, and labor relations. The authority of this position is dependent upon the level of delegation granted by the County Administrative Officer.
30. Job Classification. A position or group of positions having the same title, class specification, minimum qualifications, and salary or salary range.
31. Layoff. Separation of an employee from employment because of lack of available work, lack of available funds, or reorganization.
32. Limited Term. Shall mean an appointment of an employee who only works for a fixed or limited duration. Where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. A limited-term employee may also be used to fill a regular position when the incumbent employee is on an approved leave of absence.
33. Limited Term Employee. An employee meeting the minimum qualification for the job and serving for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than nine (9) months in any consecutive 12 month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits, except employees employed less than 1000 hours will not be eligible to receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment within the limitations described above.
34. Local Agency Personnel Standards (or "LAPS"). A personnel system and rules applicable to certain County employees (typically Social Services and Child Support Services) pursuant to State law and regulations generally set forth in 2 CCR Sections 17010 et seq., and as those rules may be amended from time to time.
35. Permanent Employee. Shall mean a person who is not on probation and is employed in a regular position. Can be permanent full-time, permanent part-time or limited-term position.
36. Permanent Position. Any employment within the County, comprised of a defined set of duties and responsibilities, duly authorized by the Board of Supervisors, and which requires the full-time or part-time employment of one person.
37. Permanent Status. The status of an employee who is retained in a permanent position after the successful completion of a probationary period.
38. Personnel Appeals Board. A panel consisting of three members appointed from a pool to hear disciplinary appeals and grievances, as described more fully in Section 2.68.540.
39. Probationary Period. Final phase of the examination period, lasting 12 months, during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the duties and responsibilities of a position. Periods of absence that are more than 20 working days long shall toll the probationary period for the number of days

equal to the absence, and the County is entitled to ascertain if the employee can perform the full range of duties upon return from an extended leave of absence.

40. Probationary Status. The status of an employee who has been appointed to a permanent position but who has not completed the probationary period for that position.
41. Probationer. An employee who has probationary status.
42. Promotion. An employee is promoted when he/she moves from one classification to another classification with a higher salary and higher level of duties and responsibilities after successfully completing the examination process or by direct appointment.
43. Reassignment. Assignment of an employee without examination, from one position within a department to another position in the same department in the same class and at the same pay range.
44. Reclassification. A reallocation of a position to a different or a new classification because of a significant change over time in duties and/or responsibility.
45. Reduction in Lieu of Layoff. The voluntary reduction of an employee who has permanent status in a position for reasons related to lack of funds, lack of work, or reorganization.
46. Reemployment. The employment without examination of permanent employees separated from employment due to layoff.
47. Reinstatement List. An eligible list of names of persons, arranged in the order as provided by this Article, who have occupied permanent positions and who have been separated from their employment as a result of layoff and who are entitled to have their names certified to appointing authorities under the provisions of this Article.
48. Resignation. A resignation is a voluntary termination of employment initiated by the employee.
49. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.
50. Salary reallocation. Movement of a job classification from one salary range or rate to another salary range or rate by virtue of labor market analysis or readjustment of internal pay alignments. Such action must be approved by the Board of Supervisors. An employee shall not be moved to a lower pay step if the salary reallocation is from one salary range to another salary range.
51. Seasonal Employee. An employee hired to work only part of the year to conduct seasonal work. This employee may only be employed during specified periods of the year for 960 hours or less. A seasonal employee is at-will, must complete the recruitment and selection process, and receives no benefits unless required by law. Designated classifications that otherwise meet this definition may be classified instead as permanent part-time employees, and seasonal employment positions may be filled by retired annuitants if so designated by the Board of Supervisors.

- 52. Seniority. Total length of the most recent continuous employment with the County.
- 53. Separation. The cessation of a person’s employment from County service, including but not limited to resignation, medical separation, retirement, conclusion of appointment, removal, and discharge.
- 54. Shall and May. “Shall” is mandatory and “may” refers to a permissive action that the County, or its designated agent or employee, is authorized, but is not required, to take.
- 55. Suspension. An involuntary absence from work without pay for disciplinary reasons.
- 56. Temporary Employee. An employee hired part-time or full-time on a temporary basis that does not attain the status of a probationary or permanent employee and can be removed at any time without cause or right to appeal. Temporary employees are at-will, must complete the recruitment and selection process, and receive no benefits unless required by law. A temporary employee shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months.
- 57. Transfer. A reassignment of an employee who meets the minimum qualifications from one department to another department either in the same classification or another classification at the same salary level or to a different classification in the same department with the same salary level.
- 58. Y-Rate. When an employee is placed in a job classification for non-disciplinary reasons (i.e. voluntary demotion, demotion in lieu of layoff, downward reclassification of position, etc.) with a lower rate and their current basic rate of pay exceeds the basic rate of the maximum step (E-Step) of the new job classification, the employee’s rate of pay shall be frozen until such time that maximum step of the new job classification becomes equal to or greater than the employee’s frozen pay rate. When that event occurs, the employee shall be placed on the maximum step of the new job classification and further pay adjustments shall occur as warranted. During the Y-Rate period an employee shall only receive a pay adjustment if they become eligible for a longevity pay adjustment if the employee is eligible for longevity pay pursuant to the employee’s applicable collective bargaining agreement.

060 Classification and Reclassification

- A. Classification Plan. A classification plan will be established for all County positions. The plan will consist of classifications as defined and described in the official class specifications as adopted by the Board of Supervisors.
- B. Allocation of Positions. All positions in the County service will be allocated to an appropriate classification in the classification plan pursuant to an analysis performed by the Human Resource Director and approval by the Board of Supervisors.
- C. Class Specification. A written description, known as a class specification, will be prepared for each job classification. Class specifications are descriptive and not restrictive. Each class specification shall include the following:
 - 1. A general definition of the job classification;
 - 2. Any specific factors which distinguish the job classification from similar job classifications;

3. The general placement of the job classification in the County organizational structure;
4. The essential functions of the job to be performed;
5. The essential duties and responsibilities of the job to be performed;
6. The knowledge, skill and ability requirements to successfully perform the job;
7. Any general or specific educational and/or experience requirements or preferences;
8. Any licensing and certification requirements;
9. The working conditions and physical and mental requirements of the job;
10. The classification specification shall also indicate the date on which it was prepared, a bargaining unit designation, FLSA status, and an EEO reporting category;
11. Any other information deemed necessary or desirable by the Human Resources Director.

D. Reclassification. A position may be reclassified after completion of a classification study. A position may be reclassified to a higher class, a lower class or another class at the same level.

1. A Department Head may request a reclassification.
2. Reclassification requests from the Department Head must be made in writing to the Human Resources Director during the budget process. At the discretion of the Human Resources Director, in consultation with the County Administrative Officer, a specific time period may be set aside for reclassification requests during any Fiscal Year.
3. Incumbents in a position being considered for reclassification shall be allowed to provide statements and evidence as may affect the reclassification of the position.
4. Incumbents of reclassified positions may be moved to the level of the reclassification if the position is reclassified to a higher level in a class series and the incumbent has performed the duties and responsibilities of the higher level classification and met minimum qualifications of the higher level, as determined by the Human Resources Director, in his or her sole discretion. In some instances, the reclassification study will result in the allocation of a new position or classification that may require a new recruitment, as determined by the Human Resources Director, in consultation with the CAO. The employee's anniversary date and step will not change. The Human Resources Director's decision may be appealed by the Department Head to the County Administrative Officer within ten (10) calendar days after the decision has been made in writing to the appropriate parties. The County Administrative Officer's decision shall be final.

070 Salary Plan

The Board of Supervisors will establish a salary plan for all classifications.

080 Salary Upon Hire

New employees shall be placed on the salary range for their classification at step "A." New employees may be placed above step "A" under the following circumstances:

- A. When the results of examinations conducted by or provided to the County as part of its recruitment process show a prospective employee or employee-examinee to possess

exceptional qualifications, the Board of Supervisors may grant the appointing authority the power to hire such person at any salary step of a particular salary classification.

- B. Whenever there are no applications filed for an advertised vacancy in a classification during a period of at least six continuous months, and when the business needs of a Department require the immediate filling of a vacant position, the County Administrative Officer may, in his or her sole discretion, and subject to approval by the Board of Supervisors, determine that the classification is temporarily “hard-to-fill” and, on that basis, authorize the vacancy to be advertised and filled at any step, up to and including step E of that classification.
1. Said determination may be made with respect to classification vacancies within a particular department. (e.g. if the classification is only “hard-to-fill” in certain departments.)
 2. The “hard-to-fill” determination shall remain in effect until the County Administrative Officer declares otherwise.
 3. In the event the determination is made and the “hard-to-fill” vacancy is filled at any step above step “A,” then all existing employees in the same classification (only in the affected department in the event that the hard-to-fill determination has been so limited) shall receive one or more step increases, effective on the date the vacancy is filled (i.e., when the employment of the new employee commences), equal to the number of steps beyond step “A” at which the new employee has started.
 4. In the event that more than one vacancy exists or multiple vacancies occur during the period of time that the position is deemed “hard-to-fill” the total number of step increases by existing employees shall not exceed the greatest number of steps beyond step “A,” at which any new employee is started. For example, if a new employee in a “hard to fill classification started at Step “C” (which is two steps beyond step “A”), then an existing employee at step “A” would move to step “C”, and an existing employee at step “D” would move to step “E”, and an existing employee at Step “E” will simply remain at that step. If a subsequent new employee started at step “D” (three steps beyond step “A”), then existing employees would only move one additional step (not exceeding step “E”) in recognition of already having moved two steps previously when the first new employee started at step “C.”
 5. If further vacancies are then filled while the classification remains “hard-to fill,” there would be no additional step increases to existing employees. In other words, existing employees may receive no more than three step increases as a result of vacancies being filled in a “hard to fill” classification.
 6. Step increases under this subdivision (B) shall not affect or change otherwise effective dates for step increases as set forth in any other subdivision of this policy.

090 Salary Step Advancement

After six months of satisfactory service a new, probationary employee who started at Step A, or a current employee promoted to a new position at Step A, is eligible to receive a step advancement to Step B. An employee receiving such a step increase will have their anniversary date changed

to the date upon which the employee receives this step increase. All permanent County employees at any step other than Step "A," (excepting Department Heads, at-will employees, and elected officials) will become eligible to advance one step after a satisfactory service period of one year on the employee's anniversary date. Step increases shall not be automatic, but shall only be given upon affirmative recommendation of the Department Head following the completion of a performance evaluation where the performance is rated as satisfactory or better. Step increases may also be suspended by action of, or pursuant to the direction of, the Board of Supervisors.

- A. If an employee is hired after the 15th of the month, the first day of the month subsequent to the month in which the employee is hired becomes the employee's anniversary date.
- B. If an employee is hired on or before the 15th of the month, the first day of that month in which an employee is hired becomes the employee's anniversary date.

100 Salary on Promotion

An employee who is promoted to a different classification shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.

110 Salary on Reclassification

A permanent employee who is reclassified will retain their present anniversary date and shall receive the salary set forth below:

- A. If the position is reclassified to a class with the same salary range as an employee's current job class, the salary and anniversary date of the employee shall not change.
- B. If the position is reclassified to a class with a higher salary level than an employee's current job class, the employee shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.
- C. If the position is reclassified to a class which is allocated to a lower salary range, the salary and step of the employee will not change. The employee will retain their current salary rate until such time as the new salary rate is equal to or higher than his or her prior salary. When this event occurs, the employee's salary shall be adjusted to the new rate and further salary increases will occur normally.

120 Salary Upon Demotion

An employee who is demoted will be placed within the salary range for the class into which he/she is demoted. The salary may be set at the step which is lower and closest to the salary rate which the employee was receiving before a demotion, unless it is determined by the Human Resources Director that the demotion warrants a different step placement. The employee shall have a new anniversary date that is the effective date of the demotion.

130 Salary Upon Transfer

Any employee transferred from one County department to another in the same class will remain at the same pay step with the same anniversary date.

140 Salary Placement for Emergency, Seasonal, Limited Term, and Temporary Employees

Emergency, Seasonal, Limited Term, Retired Annuitants, and Temporary employees are at-will and shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months. Emergency, seasonal, limited term and temporary employees shall be paid at a rate as determined by the County.

150 Recruitment

- A. Declaring a Vacancy. A Department Head will notify the Human Resources Director when a vacancy occurs or is anticipated. The Human Resources Director will review the official County Position Allocation List and verify that a vacancy does exist.

- B. Determining How Vacancy is Filled. The Department Head will communicate with the Human Resources Director and the Human Resources Director, after consulting with the Department Head and with the approval of the County Administrative Officer, will then determine if the vacancy will be filled through an interdepartmental transfer, from an existing eligibility list, an intra department promotion, or through an in-house or open recruitment. If there is an existing eligibility list for the vacant position, the vacancy may be filled from the list unless it includes less than five names. In the event an open recruitment is done, and notwithstanding any other provision of this Personnel System, the County shall include in the group of candidates to be interviewed any County employees who file timely and complete applications for the position, provided they have not been subject to any final disciplinary action within the prior twelve months.

- C. Announcement. If it is determined that an open recruitment should be done, the Human Resources Director will direct the preparation of the job announcement in consultation with the Department Head. Each announcement will state the duties and salary range of the class; the method of evaluating the education, experience and personal qualifications of the applicants; the place and date to file an application; the selection procedures; and such additional information as may be appropriate in the opinion of the Human Resources Director. The announcement will also state where the principal office for the position is and a statement that the County may change principal office if necessary to meet County business needs.

- D. Posting of Announcement. The Human Resources Director will post a job announcement at appropriate County facilities, including County websites, so that it is accessible to County employees, employee organizations, and the public. If deemed appropriate, the Human Resources Director will advertise in newspapers circulated throughout all areas of the County, prepare a campaign of advertisement outside the County, as determined by the Human Resources Director, and send the announcement to other appropriate governmental agencies.

- E. Application. Unless otherwise announced, all applications for employment must be made upon a County employment application form. Each application must be signed by the applicant and certified that all statements contained therein are true and correct. The original application must be filed as indicated in the job announcement. All applications, resumes and documents pertinent to an application for employment become the property of the County. Final determination as to the qualifications for a position rests with the Department Head and the Human Resources Director.
1. All applications must be filed within the time specified in the job announcement, unless the time for filing is extended by the Department Head with the approval of the Human Resources Director.
 2. A separate and complete application is necessary for each new recruitment unless a previous application is on file for a period less than one year.
 3. The recruitment may be for a specific time period or may be, upon the recommendation of the Department Head and Human Resources Director, a continuous or open recruitment until filled by a qualified applicant.
- F. Disqualification of Applicants: The Human Resources Director, in consultation with the Department Head, may refuse to accept an application, refuse to examine an applicant, or otherwise consider any person ineligible for employment who:
1. Lacks any of the minimum qualifications established for the position for which the applicant applies;
 2. Is physically or mentally unable to perform the duties of the position and, if the applicant is disabled, cannot be reasonably accommodated or would present a direct and imminent threat as defined under federal and state law.
 3. Is a current user of illegal drugs;
 4. Has been convicted of a misdemeanor which is job related, a crime of moral turpitude, or of any felony;
 5. Has been dismissed from any position for any cause which would be cause for dismissal from County service;
 6. Has attempted to practice any deception or fraud in the selection procedure or in securing eligibility;
 7. Has used or attempted to use political influence or other methods in order to gain advantage in an examination, application or employment;
 8. Failed to reply within a reasonable time to any communication concerning an applicant's availability for employment, as determined by the Human Resources Director.
 9. Has made himself or herself unavailable for employment by requesting his/her name be withheld from placement on a certified eligibility list;

10. Is a relative by blood or marriage to a County Officer or appointed Department Head of the department in which employment is sought, or would be a direct supervisor of, or subject to the direct supervision of, a relative by blood or marriage, unless such employment is authorized by a four-fifths vote of the Board of Supervisors; or
11. For any material cause which in the judgment of the Human Resources Director, in consultation with the Department Head, will render the applicant unsuitable for the position, including but not limited to information obtained during a background and/or reference check, a prior resignation or termination from employment, failure during any probationary period, failure to pass the background check for a similar position in the County, or prior disciplinary action.

160 Examination Process

- A. The Human Resources Director will conduct an examination process whenever he or she determines that it is necessary. A Department Head will be consulted in advance as to the nature of the examination. The examination will be competitive, impartial, practical in character, and fairly test the relative ability of the persons examined to discharge the duties and responsibilities of the classification for which the examination is given. Only applicants who meet the minimum qualifications for the position as established in the job announcement or class specification (and who is not otherwise disqualified) may be advanced in the examination process.
- B. The examination process may include, but is not limited to, one or more of the following:
 1. An appraisal of qualifications presented in the application materials. A quantifiable rating may be assigned to distinguish those candidates who are most qualified to be advanced further in the process or to establish a ranking of candidates if no further examination process is conducted;
 2. A written examination specifically related to the job functions of the class for which the examination is being conducted;
 3. A field test and/or performance test;
 4. An Oral Examination Board. If an oral examination board is used, the board must have at least two members who are subject matter experts in the area examined, as determined by the Department Head or Human Resources Director in their sole discretion;
 5. Additional Oral Interviews. The most qualified candidate(s) may be asked to participate in additional oral interviews following the other steps of the examination process.
- C. Reasonable Accommodation and Testing. Should an otherwise qualified applicant for a position who is disabled within the definition of State or federal law request reasonable accommodation for any part of the examination process, the Human Resources Director shall modify the examination process for that particular applicant.

- D. Background Investigation. Candidates for County employment may be subject to appropriate investigation including but not limited to:
1. Employment history investigation including references;
 2. Personal and character investigation including credit history;
 3. Fingerprinting;
 4. Search of record of convictions and for some classifications search of record of arrest(s);
 5. Post-employment offer physical or psychological test including a drug and alcohol screen test for designated job classifications for which such testing is necessary;
 6. Verification of education or license if required for the job; and
 7. Post-employment offer proof of citizenship or legal right to work in the United States.
- E. Eligibility List. The names of candidates successfully passing an examination in the opinion of the Human Resources Director may be entered on an eligibility list for the vacant position.
- F. Duration of Eligibility List. An eligibility list resulting from the examination process may be in effect for 12 months from the date it is established and may be extended or abolished in the discretion of the Human Resources Director. The names of candidates may be removed from the eligibility list for the following reasons:
1. For any cause of disqualification as set forth above in section 2.68.150.F.
 2. Any evidence that the candidate cannot be located by the postal authorities.
 3. On receipt of a statement from the candidate declining an appointment or stating that the candidate no longer desires consideration for a position for a position for which the list was established.
 4. After refusal of two offers of appointment to the class for which the eligibility list was established.
 5. Failure to respond within a specified time after an offer of employment without suitable explanation.
- G. Alternate Eligibility List. If a department other than the department with the vacancy has established a qualified eligibility list, the Department Head seeking to fill a vacancy in the same classification may select any candidate from the list established by the other department. Any further examination of the candidate will be at the discretion of the Department Head seeking to fill the vacancy.
- H. Eligibility List for Another Class of Same or Higher Rank. Where no eligibility list is in existence for a classification, appointment may be made from a list created for another

class of the same or higher rank in the same or in a related series if the duties of the class for which the selection procedure was given includes substantially all of the duties of the position to be filled and provided that the Department Head finds that the use of the list is in the best interest of the County and that the necessary skills and knowledge were adequately tested in the selection procedure.

170 Selection Process and Appointments

- A. Selection of job candidates. The Department Head may select any candidate whose name appears on the eligibility list. Prior to appointment, the Department Head shall interview selected candidates of their own choosing from the eligibility list unless the Department Head participated in interviews during the examination process.
- B. Veterans' Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a veteran pursuant to Government Code section 50088.
- C. County Employee Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a current County employee.
- D. Order of Lists. If more than one eligibility list exists for a vacant position, the appointing authority shall use them in the following order:
 - 1. Reemployment List following layoff.
 - 2. Current Eligibility List for vacancy.
 - 3. Alternate Eligibility List.
 - 4. Eligibility List for another classification of the same or higher job classification.
- E. Appointment Procedure. Appointments will be made in writing. The Human Resources Director or his or her designee shall notify the candidate of the decision to appoint and provide other pertinent information.
- F. Types of Appointment.
 - 1. At-Will Appointment. Appointment of an employee to a position identified in the County list of job classifications as an At-Will position. These include all employees designated as emergency, seasonal or temporary employees. Such employees serve at the pleasure of the appointing authority and may be removed at any time without cause and without right of appeal.
 - 2. Permanent Appointment. An employee appointed to a position that has successfully completed and passed the probationary period. Permanent appointments may either be made to full-time or part-time positions.
 - 3. Probationary Appointments. An employee who has been appointed to a position who has not completed the probationary period required for permanent appointment.

4. Emergency Appointment. In an emergency or exigent situation, when it is necessary to prevent disruption of public business, loss of life, or damage to persons or property, the County Administrative Officer may employ such persons as may be needed for the duration of the emergency without regard to the personnel rules governing appointments and medical examinations. An emergency employee may be employed for up to 30 days. Employees in this category are at-will and receive no benefits except by law.
 5. Limited Term Appointment. An appointment for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than 9 (nine) months in any consecutive 12 (twelve) month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits except people employed less than 6 months or 960 hours shall not receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment as a limited term within the limitations described above. Employees in this category are at-will. The County shall not use limited-term appointments to replace permanent full-time employees.
 6. Seasonal Appointment. An individual may be employed on a recurrent basis for specified periods of the fiscal year for 960 hours or less. The seasonal employee must go through the recruitment and interview process; however, if an eligibility list is established and kept current, it may be used for more than one year. Student Internships are included in this category. Unless otherwise specified by a collective bargaining agreement with the County, employees in this category are at-will and receive no benefits except by law.
 7. Temporary Appointment. An individual employed on a temporary basis for no more than 960 hours a fiscal year. Temporary employees are sometimes referred to “extra help.” A temporary employee must complete the selection process. Such employees are at-will and receive no benefits except as required by law.
 8. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants. A retired annuitant may be a temporary, seasonal, or emergency appointment. Such employees are at-will and receive no benefits except as required by law. Such employees may not be employed for more than 960 hours during any fiscal year.
- G. Report of Hiring Decisions. All hiring decisions for positions in the County service, whether permanent, at-will, emergency, seasonal, or temporary, will be reported promptly to the Human Resources Director by the appointing authority.
- H. Notification to Unsuccessful Candidates. After the appointing authority has selected the successful candidate the Human Resources Director shall notify the eligible candidates not selected of their non-selection to the position. Those candidates not selected will remain on the eligibility list for that job classification or position.

- I. Appointment of Department Head. All appointments of non-elected Department Heads shall be made by the County Administrative Officer (CAO) unless state law gives appointment authority to the Board of Supervisors. Appointment of such Department Heads must be made or ratified by the Board of Supervisors.

180 Probation

- A. Purpose. Every person appointed to a permanent position after certification from an eligible list shall serve a period of probation, while occupying the position, which shall be considered a part of the test of fitness. The probationary period is the final phase of the examination process. It is a trial period during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the job and become a permanent employee. Some positions may also require, as a condition of passing probation, possession of required certificates and/or licenses. This period will be utilized for closely observing the employee's work to determine the employee's fitness and/or suitability for the job and permanent status. Periods of extended absence shall not count towards employee's completion of probation. In situations of extended absence, the Probation period may be tolled or extended so that the County has sufficient time to observe that the probationary employee can perform the full range of duties. There shall be no other extensions of the probationary period granted.
- B. Probationary Period. Upon initial appointment, employees serve a probationary period of 12 months commencing on the first date of employment. This period may be tolled if the employee has an extended approved leave of absence, but in no event may the probationary period exceed a total of 12 months of actual employment.
- C. Probation Upon Promotion. A permanent employee who is promoted to a new position serves a probationary period if probation is made a condition of the promotion by the Department Head. The employee continues to have the right to use any accrued leave. The probation period may be up to three (3) months at the discretion of the appointing Department Head. This period may be tolled if the employee has an approved leave of absence of more than ten consecutive work days.
- D. Promotion During Probation. An employee may be promoted during the probationary period under one of the following two conditions:
 - 1. The employee has satisfactorily completed at least the first six months of the initial probationary period and the employee's individual classification has been duly allocated and defined as a series-allocation where the employee may be promoted within the allocation at the appointing authority's discretion without filling or creating a vacancy (e.g., Appraiser I/II/III, Custodian II/III).
 - 2. The employee's position has been reclassified and the employee has been working out of class. The employee may be promoted to the reclassified position regardless of how many months of the initial probationary period have been completed.

A promotion pursuant to this section shall not change the probationary status of the employee, nor affect the duration of the initial probationary period (he or she shall serve the remaining time of the initial probationary period).

- E. Application For Vacant Positions While in Probationary Status. A probationary employee shall have the right to apply for a vacant position as an outside candidate when there is an open recruitment. If the probationary employee is selected, he or she begins a new twelve month probationary period and will be placed at the same step in that position's salary range as would a new employee. Appointment to the new position does not change the probationary employee's date of hire and will not be considered as a break in service for purposes of determining County benefits, or right to utilize sick and vacation time. Eligibility for promotion to Step B will occur after six months of employment in the new position.
- F. Evaluation During Probationary Period. A probationary employee shall be evaluated as frequently as necessary to determine that the employee is properly performing the duties and responsibilities of the position. There will be no less than four evaluations of the performance of the employee during the probationary period to be conducted on or before the end of each three-month period. Evaluations during the initial six months are to be completed at least five working days prior to the completion of each successive three-month working period. If an employee has not performed satisfactorily during any three-month period, the employee will be terminated. A final evaluation shall be completed prior to the end of the final month of probationary status and an employee who has not performed satisfactorily will be terminated. Any failure to conduct a performance evaluation described herein does not confer any right to acquire permanent status, and all probationary employees are subject to paragraph G, below.
- G. Release During Initial Probation. At any time during the probationary period an employee may be released from employment without cause and without right of appeal. No employee may be released from employment for any unlawful reason.
- H. Reinstatement From Probation in Promoted Position. If a permanent employee is found to be unsatisfactory following a promotion, the employee will be reinstated to the employee's former position and, if the position has been filled, will "bump" the employee who filled it. If the bumped employee who filled it transferred from another County position, then they shall return to their former position and, if that position has been filled, then they will "bump" the employee who filled it, and so on. If the last employee who has been bumped has no former County position to return to and has not yet passed probation, then they shall be separated from County service. If the employee's former County position has been eliminated or permanently filled, the County will make a good faith effort to place the employee in an appropriate position at the same pay range as the former position if such a position has been allocated, is not presently filled, and for which the employee is qualified.
- I. Benefits During Probationary Period. A newly-hired probationary employee earns all the benefits due a permanent employee but cannot use vacation leave during the first six months of the initial probationary period. Benefits with cash value (such as uniform allowance, etc.) may require a prorated reimbursement by the employee if the employee separates from County service during the first six month period.

- J. Permanent or Regular Appointment. An employee who successfully completes the initial probationary period will acquire permanent status. Permanent status may also be referred to as regular status and those terms are interchangeable.

190 Transfers

- A. Voluntary Transfer. A permanent employee may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the Human Resources Director by submitting a request to transfer to the Human Resources Department. With the approval of the Department Head for whom the employee now works, the Department Head for whom the employee wishes to work, and the Human Resources Director, the employee may be transferred to the new position when the first vacancy becomes available, subject to the approval of the CAO. An employee transferring in to a new department may be required by the new Department Head to be placed on probation for a period to be determined by the Department Head not to exceed twelve months.

200 Performance Evaluation/Step Increase

- A. Purpose.

All employees, regardless of their specific status, shall be provided with a regular performance evaluation. The purpose of employee performance evaluations is as follows:

1. To identify and document how an employee is performing for supervisors, managers and the employee being evaluated.
 2. To establish a basis for consideration in approving transfers, promotions, demotions, reinstatements, discharges, eligibility for performance pay, and other personnel transactions.
 3. To assist individual employees in achieving maximum work performance by discussing and establishing performance goals and work objectives and reviewing progress towards achieving them.
- B. Performance Evaluation Report. Evaluation of the work performance of an employee will be recorded in a written performance evaluation to be placed in the employee's personnel file. The report will be done on the form developed by Human Resources.
- C. Step Increase. An employee must have at least satisfactory performance as indicated in their performance evaluation report to receive a Step Increase. Performance evaluations for employees eligible for a Step Increase are to include the supervisor's or manager's recommendation regarding the increase.
- D. Timelines of Evaluations.
1. Permanent employees and at-will employees, whether part-time or full-time, shall be evaluated on a systematic basis at least once per year. Emergency, seasonal,

temporary, and retired annuitant employees shall be evaluated at the end of each six months or the end of their service whichever is first.

2. During probationary employment, the Department Head or immediate supervisor is required to evaluate the performance of a probationary employee as frequently as necessary to ascertain whether the employee is properly performing the required responsibilities and duties. There shall be no less than four such evaluations within the probationary period. Each evaluation shall be completed at least five (5) working days prior to the completion of each successive three-month period commencing with the first day of employment.
- E. Evaluation Conference. The Department Head or designated supervisor, and the employee will discuss each performance evaluation. Each employee shall receive a written copy of the evaluation at the time it is reviewed with the employee. The employee must sign the evaluation form to acknowledge receipt of the evaluation report. If the employee refuses to sign the evaluation form, the supervisor performing the evaluation or Department Head shall enter a notation on the evaluation that states “refused to sign.”
- F. Employee’s Response. The employee will be allowed to make a brief written statement (limited to three typed pages) addressing specific concerns raised in the evaluation, which must be submitted within ten (10) business days of the date of the employee’s receipt of the evaluation. The employee’s response should be submitted to Department Head with a copy to the Human Resources Department.
- G. Placement in Personnel File. A copy of the performance evaluation, the employee’s written statement, and all amplifying documents and records will be made a permanent part of the employee’s personnel record.
- H. Improvement Plan. If the Department Head or immediate supervisor determines that an employee’s performance is unsatisfactory, or that improvement is needed, the Department Head shall take reasonable steps to assist the employee to improve. These directions may be set forth in a written performance improvement plan (“PIP”). Failure by the employee to show satisfactory effort and improvement, or to comply with any requirements set forth in a written performance improvement plan, will be considered grounds for disciplinary action, up to and including termination.

210 Hours of Work and Holidays

A. Work Hours. Generally County employees work a five-day, forty-hour work week. Alternative work week schedules may be allowed and approved when necessary for department business and when approved by the CAO. Each Department Head or designee shall prepare a work schedule that complies with the following general policies:

1. County offices shall be open from 8:00 a.m. to 5:00 pm, unless as otherwise determined by the Department Head, with the approval of the CAO.
2. Two fifteen (15) minute breaks shall be offered to all employees such that one may be taken in the morning and one in the afternoon. Breaks may not be accumulated and may

not be taken in the first fifteen (15) minutes of the work day or the last fifteen (15) minutes of the work day. Breaks may not be added to the lunch hour.

3. Lunch breaks shall be normally for a period of one hour, and may be staggered in time so that offices can remain open during the lunch hour. Lunch may not be taken during the first two hours or the last two hours of the work day. A Department Head may establish an alternate department policy subject to CAO approval.
4. A Department Head may authorize in advance, on an individual basis, a temporary change in the normal work schedule when necessary to meet business requirements.

B. Holidays. The following are established as County Holidays. The Board of Supervisors may add, eliminate, or modify the holidays designated below by resolution or holidays may be adjusted pursuant to a collective bargaining agreement.

1. January 1st, known as "New Year's Day." If New Year's Day falls on a Saturday, the preceding Friday, December 31st, will be the New Year's Day holiday;
2. The third Monday in January, known as "Martin Luther King Day;"
3. The third Monday in February, known as "Presidents' Day;"
4. March 31st, known as "Cesar Chavez Day;"
5. The last Monday in May, known as "Memorial Day;"
6. July 4th;
7. The first Monday in September, known as "Labor Day;"
8. The second Monday in October, known as "Columbus Day;"
9. November 11, known as "Veterans' Day;"
10. The Thursday in November appointed as Thanksgiving Day and the Friday following Thanksgiving Day;
11. The 24th Day of December, known as "Christmas Eve Day." If the 25th Day of December falls on a Saturday, the Christmas Eve Day holiday will occur on the preceding Thursday, December 23rd;
12. The 25th Day of December, known as "Christmas Day." If the 25th day of December falls on a Saturday, the Christmas Day Holiday will occur on the preceding Friday, December 24th. If the 25th day of December falls on a Sunday, the Christmas Day Holiday will occur on the following Monday, December 26th;
13. The 31st Day of December, known as "New Year's Eve Day." If January 1st falls on a Saturday, the New Year's Eve Day holiday will occur on the preceding Thursday, December 30th;
14. Every day appointed by the President or Governor for a public fast, Day of Thanksgiving, or holiday when such day applies to California Counties.

C. When Holidays Fall on a Weekend. If January 1st, July 4th, or November 11th falls upon a Sunday, the Monday following is a holiday. If said holidays fall on a Saturday, the Friday preceding is a holiday. If March 31st falls on a weekend, there is no paid holiday.

D. Personal Holidays. Every employee shall be entitled to two personal holidays per calendar year, unless a different amount has been set forth in a collective bargaining agreement. The appointing authority may require the employee to provide five (5) working days notice in advance of the use of a personal holiday.

Except as provided in an applicable memorandum of understanding, or by the State or Federal Government, the rules regarding overtime are set forth below.

- A. Authorization for Overtime. As a matter of general policy, the County does not permit employees to work overtime and will provide adequate staff to handle normal operations. However, non-exempt employees may be required to work overtime at the discretion of, and with the prior approval of, their supervisor.
- B. Overtime Defined. Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked (except for authorized rest periods) in excess of forty (40) hours in the employee's designated seven (7) day workweek. (A different work period and maximum hours may apply to specific safety classifications.) Compensatory time used during the workweek will not be included as hours worked.
- C. Discipline If Not Authorized. Non-exempt employees working overtime when not expressly authorized to do so by their supervisor will be paid as required by law and shall be subject to discipline. Supervisors' improperly authorizing overtime to non-exempt employees will be subject to discipline.
- D. Compensation. Overtime assigned and worked by non-exempt employees shall be compensated at time and one-half (1-1/2) their regular rate of pay or as required by federal wage and hour laws.
- E. Recordkeeping. Records of all overtime earned and accrued shall be kept by each department and submitted to the Department of Finance.

230 Compensatory Time

An employee may request Compensatory Time at the time his/her time sheet is submitted for the pay period when the overtime was earned, and the supervisor may in his/her discretion approve compensation in the form of accrued compensatory time at time and one-half (1-1/2). An employee may not accrue more than eighty (80) hours compensatory time at any time, unless a Memorandum of Understanding between the County and a bargaining unit provides for a higher accrual rate.

Use of compensatory time-off earned may be granted provided that: 1) its use does not unduly disrupt the operations of the County; and 2) the request is made to the employee's Department Head or designee no later than five days prior to the time when the employee desires to use the leave.

Overtime will be compensated in pay after 80 hours of CTO have accumulated, unless otherwise provided for in a written Memorandum of Understanding.

240 Payroll Periods

Mono County has twelve payroll periods per year. Each pay period begins on the first day of the month and ends on the last day of the month. Specified departments may have a different pay period in order to efficiently process the payroll. From each employee's check, federal tax, and any other mandatory federal deduction, state tax, employee's association dues, and retirement

contributions are deducted. Court ordered deductions and voluntary deductions approved by the County and the employee may also be deducted. Checks may be either hand delivered to the employee, mailed to employee's home or directly deposited to employee's bank, as directed by the employee.

250 Attendance Records and Reports

Each Department Head, or designated representative, will keep an accurate and current record of the attendance, absence, and status of each employee within the department, including records which reflect the amount of sick leave, vacation time, overtime worked, and compensatory time off accrued and allowed, and such other records as may be related to the attendance and status of the employee.

- A. The Department Head will report to the Director of Finance, on forms provided by the Director of Finance, on the twentieth calendar day of each month, as to the daily attendance during the preceding month of each such employee within the department, listing all the absences of each such employee and other information necessary to determine compensation due to each employee.
- B. The Director of Finance will maintain a record for each employee to determine compensation due to each such officer or employee.
- C. The Human Resources Director, or his or her designee, will maintain a record of time used pursuant to leave taken pursuant to Sections 2.68.280-310 and Section 2.68.340.

260 Vacation

- A. Accrual. Unless provided otherwise in an applicable Memorandum of Understanding, or pursuant to an "At-Will" contract or agreement, eligible employees and appointed officers, including permanent and probationary employees, and excluding emergency, seasonal, and temporary employees, shall be entitled to accrue vacation leave with pay for each year of full-time service as follows:

- Initial employment . . . 10 days vacation per year
- After three years of continuous service . . . 15 days vacation per year.
- After ten years of continuous service . . . 17 days vacation per year.
- After fifteen years of continuous service . . . 19 days vacation per year.
- After twenty years of continuous service. . . 20 days vacation per year.

- B. Part-Time Accrual. A permanent part-time employee accrues vacation with pay in the same proportion that his/her working hours bear to the normal working hours of full-time employees in the position.
- C. Maximum Accrual. The maximum number of vacation days that may be accrued by any employee shall not exceed two and a half times the employee's annual accrual rate. When the employee reaches the maximum accrual at the end of a calendar year, he/she shall cease earning vacation until such time that he/she has a maximum accrual less than two and a half times his/her earning rate.

- D. Payment on Separation. Any employee who earns vacation will be compensated for all accrued vacation upon separation from County employment.
- E. Limitation on Initial Use. Each eligible officer or employee earns vacation upon the first day of employment, but vacation may not be taken until the officer or employee has been continuously employed by the County for six (6) months, or as provided in an “At-Will” employment agreement.
- F. Vacation Leave Use. Vacation leave may not be taken without written request to the Department Head and notification from the Department Head that the request has been approved in advance of the vacation leave. Vacation should be scheduled as far in advance as reasonably possible.

270 Sick Leave

- A. Definition. Sick leave is leave from duty with pay which may be granted to an employee when an employee is physically or mentally unable to perform his or her duties due to the employee’s illness, injury, or medical condition, or because of illness or injury to a family member, or domestic partner, or for a medical, dental or optical appointment to the extent such appointment cannot be scheduled outside the workday.
- B. Eligible Employees. All permanent employees except emergency, seasonal or temporary employees are entitled to accrue sick leave. Permanent employees employed on a part-time basis shall receive prorated sick leave.
- C. Sick Leave Accrual. Unless an applicable collective bargaining agreement provides otherwise, eligible employees will accrue sick leave at the rate of one day of sick leave for each calendar month of full-time service to the County. Permanent part-time employees accrue sick leave on a prorated basis.
- D. Sick Leave Use. Unless an applicable collective bargaining agreement provides otherwise, sick leave up to five (5) consecutive working days may be granted by an employee’s Department Head. An employee taking an anticipated sick leave shall provide reasonable advance notice to their Department Head or designee. The Department Head or Risk Manager may require a physician’s certificate or other relevant evidence of illness or injury. Sick leave will be used concurrently with other medical leaves of absence. If sick leave extends beyond 5 days, or is taken on a regular intermittent basis, the Department Head will immediately notify the Risk Manager.
- E. Call In Requirement. Employees who are sick and unable to come to work must call in to their supervisor or designee within one hour of the time they are required to report to duty each day of the absence. If the employee is unable to call in due to the serious nature of the illness or injury, they are required to call in, or have someone make such notification on their behalf, as soon as that notification can be reasonably made.
- F. Employee Sick Leave Used for a Family. Sick leave may be used due to the illness or injury of a child, spouse, parent, or domestic partner. The Department Head may require a physician’s certificate or other evidence of illness or injury. In addition to this provision leave to care for a sick or injured family member may also be provided pursuant to Section 2.68.280, and may run concurrent with leave granted under FMLA and CFRA.

- G. Sick Leave Use During Probation. Employees may use accrued sick leave during the probationary period. Without any accrued leave a probationary employee required to be absent from work due to illness or injury will take Leave Without Pay (LWOP).
- H. Sick Leave Usage for Industrial Accidents. Any employee absent due to injury or an illness arising out of and occurring in the course of County employment may elect during such absence to apply accrued sick leave to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by the employee under the Workers' Compensation Act and regular County pay, not to exceed the amount of accrued sick leave. The employee may elect to use any accrued vacation time and compensatory time after sick leave is exhausted. The rights of public safety officers are additionally protected by Labor Code Section 4850, incorporated herein by reference.
- I. Sick Leave Usage for State Disability Insurance Benefits. Any employee with an approved claim to receive State Disability Insurance Benefits shall use accrued sick leave during the employee's approved medical absence for which disability benefits are received in an amount necessary to backfill the amount of the disability benefits in order to receive full wages. The employee may elect to use any accrued vacation and compensatory time after sick leave is exhausted.
- J. Leave Usage for Paid Family Insurance Benefits. Any employee who has made a claim to receive Paid Family Insurance Benefits shall use accrued vacation during the absence of the employee for which insurance benefits are received to backfill the amount of the benefits in order to receive full wages for as long as accrued vacation leave is available and eligibility to receive Paid Family Insurance Benefits continues. The employee may elect to use any accrued sick leave and compensatory time after vacation leave is exhausted.
- K. Excessive Sick Leave Usage or Abuse of Sick Leave. An employee who is excessively absent may be subject to disciplinary action. When determining if excessive or improper sick leave is being used, the pattern of absence and any other information concerning the use of the sick leave may be considered. An employee will be subject to disciplinary action for abuse of sick leave when the employee claims entitlement to sick leave yet it is determined that he/she has not met the requirements for sick leave usage as set forth in this section.
- L. Payout at Separation. Unless an applicable MOU indicates otherwise, employees who have completed five (5) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid one half of all accumulated sick leave at the straight time rate of pay to a maximum of 400 hours. If the employee has died payment will be made to the employee's designated beneficiary, or if none, to the employee's estate. Employees who have completed ten (10) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid 100% of all accumulated sick leave at the straight time rate of pay to a maximum of 896 hours.
- M. Leave Pool. In accordance with applicable collective bargaining agreements, the County may establish and administer a catastrophic leave pool program.

- A. Statement of Policy - To the extent not already provided for under current leave policies and provisions, the County will provide Family and Medical Care Leave for eligible employees as required by, and pursuant to, state and federal law. Unless otherwise indicated, "leave" under this section will mean leave pursuant to the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"). Any changes to said laws will be incorporated herein and effective upon enactment.
- B. Definitions - The following definitions apply to this policy.
1. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
 2. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, legal ward, or a child of a person standing "in loco parentis."
 3. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.
 4. "Parent" means the biological, foster, or adoptive parent of an employee or an individual who stands or stood "in loco parentis" (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
 5. "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.
 6. "Domestic Partner" means a partner as defined in California Family Code §297.
 7. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, or
 - b. Continuing treatment by a health care provider for reasons of:
 - i) Any period of incapacity due to pregnancy or for prenatal care.
 - ii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
 - iii) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

- iv) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

8. "Health Care Provider" means:

- a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- b) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
- c) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California or any other State and performing within the scope of their practice as defined under State law;
- d) Physician's assistants, nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California or any other State law and who are performing within the scope of their practice as defined under State law; and
- e) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

C. Reasons for Family Medical Care Leave. Leave is only permitted for the following reasons.

- 1. The birth of a child or to care for a newborn of an employee;
- 2. The placement of a child with an employee in connection with the adoption or foster care of a child;
- 3. Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or
- 4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- 5. Leaves required under State or Federal law.

D. Employees Eligible for Leave - An employee is eligible for leave if the employee:

- 1. Has been employed for at least 12 months; and
- 2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

- E. Amount of Leave - Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.
1. Minimum Duration of Leave - If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.
 2. Leave Due to Serious Health Conditions. If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken.
 3. Spouses Both Employed by County - In any case in which a husband and wife both employed by the County are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.
- F. Notice – County shall inform employee in writing of their FMLA eligibility status within five (5) business days of being informed or having reason to know about a FMLA event with a written explanation of the County's expectations and requirements and of the consequences of the employee's failure to adhere to the requirements.
- G. Employee Benefits While on Leave
1. Employees are required to use accrued sick leave when the purpose of the leave taken under this section is because of the employee's own serious health condition. Employees are required to use accrued vacation leave or other accrued leave when taking any leave pursuant to this section not because of the employee's own serious health condition, except as otherwise provided herein. An employee may be allowed to use accrued sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, or spouse with a serious health condition upon the mutual agreement, in writing, between the employee, Department Head, and CAO.
 2. Following the use of paid leave balances, leave under this policy is unpaid. While on unpaid leave, employees will continue to be covered by the group health insurance (which includes dental and vision) to the same extent that coverage is provided while the employee is on paid status.
 3. However, employees on unpaid leave will not continue to be covered under the non-health benefit plans, unless specified elsewhere. Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the County will inform the employee whether the premiums should be paid to the carrier or to the County. Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a

premium payment. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. For purposes of pension and retirement plans, the County will not make plan payments for an employee during the unpaid leave period, and the unpaid leave period shall not be required to be counted for time served under the plan. However, an employee may continue to make contributions in accordance with the terms of the plan during the period of leave.

4. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the County shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The County shall have the right to recover premiums through deduction from any sums due to the County (e.g. unpaid wages, vacation pay, etc.).

H. Substitution of Paid Accrued Leaves – Unless otherwise precluded by law, (e.g., 4850 time, when SDI or workers’ compensation benefits are being received) an employee must use paid accrued leaves concurrently with FMLA and/or CFRA leave. Employees who are eligible to receive state disability insurance may receive paid state disability leave during FMLA or CFRA leaves of absence. See Section 2.68.270.I for use of sick leave and other leave when an employee is receiving State Disability Insurance Benefits.

I. Medical Certification –

1. Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition, must provide written certification from the health care provider of the individual requiring care if requested by the County.
2. If the leave is requested because of the employee’s own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position subject to the following requirements:

a. Time to Provide Medical Certification – When an employee’s leave is foreseeable and a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the County within the time frame requested by the County which must allow at least 15 calendar days after the employer’s request, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.

b. Consequences For Failure To Provide An Adequate Or Timely Certification
If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the County may delay the taking of FMLA/CFRA leave until the required certification is provided.

- c. Recertification - If the County has reason to doubt the validity or clarity of a certification, the County may require a medical opinion of a second health care provider chosen and paid for by the County. If the second opinion is different from the first, the County may require the opinion of a third provider jointly approved by the County and the employee, but paid for by the County. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.
- 3. To receive compensation under state disability insurance, if the leave is requested because of the serious health condition of an employee's family member, the employee may be required to provide certification which includes the following:
 - a. A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnostic has yet been obtained, a detailed statement of symptoms.
 - b. The date, if known, on which the condition commenced.
 - c. The probable duration of the condition.
 - d. An estimate of the amount of time that the physician or practitioner believes the employee is needed to care for the child, parent, spouse, or domestic partner.
 - e. A statement that the serious health condition warrants the participation of the employee to provide care for his or her child, parent, spouse, or domestic partner.
- J. Intermittent Leave Or Leave On A Reduced Leave Schedule - If an employee requests leave intermittently (a few days or hours at a time) or a reduced leave schedule for reasons covered under the FMLA or CFRA, the employee must provide medical certification that such intermittent leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. Employee shall be informed that granted FMLA leave will be deducted from employees 12 week allowance.
- K. Employee Notice of Leave - Although the County recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the County determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the County may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.
- L. Reinstatement upon Return from Leave

1. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the leave period.
 2. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- M. Fitness For Duty Certification - As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider indicating that the employee is able to resume the essential functions of his or her pre-leave position. A fitness-for-duty certification may be required if the employee has used leave pursuant to Section 2.68.270 when the leave was necessary because of the employee's illness, injury, or medical condition. Failure to provide such certification will result in denial of reinstatement. The County reserves the right to have a returning employee examined by a County designated physician, or to have the County's designated physician consult with the employee's physician, concerning the employee's fitness for duty, unless some alternate provision is set forth in the employee's applicable collective bargaining agreement.
- N. Reinstatement of "Key Employees" - The County may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the County, and the employee is notified of the County's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.
- O. Required Forms - Employees must request, complete and return each of the applicable forms in connection with leave under this policy as provided by the office of Risk Management.
- P. Visits to Doctor - Employees with chronic medical conditions are required to visit a doctor at least twice a year for that condition. For single absences requiring leave, the employee must be seen within seven days of the onset of the illness and if seen twice, the second visit must occur within 30 days of the onset of the illness.
- Q. Parental Leave/Adoption – Employees can use leave intermittently for a serious health condition of an adopted child. FMLA leave may also include time to travel to another country to complete an adoption or other necessary steps to complete the adoption.
- R. Notice/Call Ins – Employees are required to timely warn the County that they are planning to miss work and must follow the counties call in policy.
- S. Leave During Holidays – If a holiday falls within a full week of FMLA leave, the holiday counts as FMLA time, but if the leave is taken in increments of less than one week, the holiday will not count against the 12-week leave unless the employee was scheduled to work the holiday.

290 Leave of Absence Due to Death in Family

- A. When any employee or officer is absent from duty by reason of the death of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events.
- B. Eligible Employees. All employees except emergency, seasonal and temporary employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Death. The County may require confirmation of death within thirty (30) days after the employee or officer returns to work.

300 Leave of Absence Due to Critical Illness in Family

- A. When any employee or officer is absent from duty by reason of the critical illness of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events. For purposes of this provision, a "critical illness" means a "serious health condition" as defined in Section 2.68.280(B)(7) but excluding any normal pregnancy (one without medical complications).
- B. Eligible Employees. All permanent employees except emergency, seasonal and temporary Employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Critical Illness. The County may require confirmation of critical illness within thirty (30) days after the employee or officer returns to work.

310 Military Leave of Absence

All officers and employees are entitled to military leave of absence in accordance with the provisions of Federal and State law, including FMLA. Military leaves of absence will be reported by the Department Head to the Human Resources Director to insure that all statutory requirements are satisfied. Employees and family members of military personnel may take leave as provided under federal law.

320 Jury Duty Leave

- A. Every permanent or probationary employee of the County who is summoned or required to serve as a trial juror in any jurisdiction where the employee resides, or to serve on a federal grand jury, is entitled to be absent from the County during the period of service. The employee will be paid the employee's regular salary without charge against the employee's

accumulated paid leaves, provided that the employee deposits fees received for jury service (excluding mileage) with the Director of Finance or his/her designee.

- B. An employee summoned for jury duty must immediately notify his or her Department Head. An employee must turn in copy of summons to Department Head within 3 days of receipt.
- C. Employees are required to notify their supervisor on a daily basis regarding jury duty hours, including jury duty release time. Upon release from jury duty prior to the end of the business day, the employee must promptly notify their supervisor. If an employee or officer is released from jury duty at a time that allows the employee to return to work with one hour or more remaining in the workday, the employee or officer must report to work.
- D. Where Courts have call-in procedures to determine days and hours of service, employees must take advantage of these procedures. If an employee is not told by the Court to report or told to call in the next day for jury service, the employee must come to work and make the call from his/her assigned place of work, unless the employee receives prior approval from the Department Head to call from home.

330 Miscellaneous Leave

- A. An employee is entitled to take leave when the employee has been the victim of domestic violence, sexual assault or stalking in order to obtain any legal relief, seek medical attention, and to obtain related services and counseling. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee was a victim of domestic violence, sexual assault, or stalking. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.
- B. An employee is entitled to be absent from work when the employee, or an immediate member of an employee's family, has been a victim of a crime and is required to attend judicial proceedings related to that crime. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee, or an immediate member of the employee's family, was a victim of a crime and was required to attend a judicial proceeding related to that crime. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.

C. When an employee acts as a volunteer firefighter for the protection of life or property during regular business hours, the employee shall be deemed to be on duty and there should be no loss of salary. The employee, when working as a volunteer, is not covered by Worker's Compensation with Mono County. An employee who is called to perform search and rescue services during regular business hours may act with the prior approval of the employee's Department Head, whose permission shall not be unreasonably withheld, and the employee shall be deemed to be on duty and there should be no loss of

salary up to the first four hours of time spent responding during regular business hours (per incident); any additional time spent responding (beyond four hours during regular business hours) shall not be compensated, but an employee may use any accrued vacation leave or compensatory time off the employee may have for this purpose. The County shall also comply with Labor Code sections 230.3 and 230.4, to the extent applicable.

- D. An employee may take leave to attend a school or day care facility event pursuant to Labor Code Sections 230.7 and 230.8 if the employee provides reasonable advance notice to their supervisor. The employee shall be required to use accrued vacation, personal leave or compensatory time off when using this leave.

340 Pregnancy Disability Leave

- A. Any female employee will be entitled to take an unpaid leave on account of pregnancy, child birth or related medical conditions for the period of disability up to four (4) months. The employee will be entitled to utilize any accrued sick leave, vacation time or other accrued paid leave during this period of time. An employee will not accrue additional vacation or sick leave during any unpaid portion of this leave. The County may, but is not required to, allow an employee to commence the use of CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the child's birth and the employee's health care provider determines that a continuation of the leave is medically necessary. Pregnancy Disability Leave shall run concurrent with FMLA leave.
- B. Any employee who plans to take a leave on account of pregnancy, child birth or related condition should submit in writing to her Department Head a statement of her intent to take leave, including a physician's statement indicating her last advisable or probable date to remain at work and a statement of her intended date to return to work. Notice must be given not less than thirty (30) days prior to the intended commencement date of the leave, if the leave is foreseeable. When the need for leave does not allow for thirty (30) days notice, notice should be given as soon as practicable.

350 Voting Leave

Employees whose work schedule prevents them from having sufficient time outside of working hours to vote at a statewide or countywide election, may take up to two (2) hours off with pay at the beginning or end of the workday, whichever allows the most free time for voting and the least time off from the employee's regular working shift, to enable the employee to vote. If the time off is required, the employee must provide the employee's Department Head with notice that time off for voting is necessary at least two (2) days prior to the election. The Department Head may require that the time off be taken only at the beginning or the end of the employee's shift/workday.

360 Administrative Leave With Pay

Administrative leave is leave with pay taken at the sole discretion of the County. Employees placed on administrative leave will be relieved of their regular duties during the period of leave. Employees placed on administrative leave will remain at their residence or elsewhere at the instruction of the Department Head, and remain accessible to communication and contact from the County, during their regular work hours, but shall perform no work or duties on behalf of the

County. Employees placed on administrative leave will report to their Department Head daily or as otherwise instructed by their Department Head during the period of the leave. Administrative leave is not discipline and does not entitle the employee to any right of appeal. Employees on Administrative Leave shall accrue benefits, including sick and vacation time, during such leave, and may request to use accrued sick and vacation time in the manner provided for in this Personnel System. The employee on paid administrative leave must comply with reasonable restrictions during the employee's normal working hours, shall not engage in activities that might result in injury to the employee, and shall promptly notify their supervisor of any change in their location during the employee's normal working hours. Administrative leave for a period of thirty (30) days or less must be approved by the CAO. Administrative Leave for any period in excess of thirty (30) days must be approved by the Board of Supervisors upon the recommendation of the CAO.

370 Administrative Leave Without Pay

- A. Eligibility. Other than emergency, temporary or seasonal employees, all employees or officers of the County who have been employed for one (1) year may be granted a leave of absence without pay upon the following conditions:
1. The employee or officer has submitted a request in writing to his or her appointing authority indicating clearly and concisely:
 - a. That the leave of absence is made voluntarily by the employee or officer;
 - b. That there is a date certain on which the leave will commence;
 - c. That there is a date certain on which the employee will return to work and failure of the officer or employee to return to work on that date constitutes cause for dismissal of said employee or said officer should the employee or officer not utilize the procedure for extension as set forth below;
 - d. That the reason for the requested leave of absence and all facts, events or occurrences that the employee or officer is relying upon to support the request are stated.
- B. When Granted. A leave of absence without pay may be granted only in the event that the facts, events and occurrences that support the request of the officer or employee establish one of the following:
1. There is an illness, injury or disability of the officer or employee, or a member of his/her immediate family and the officer or employee has exhausted all available leaves pursuant to CFRA and FMLA;
 2. The employee or officer is to receive some training, education or experience which will materially increase the ability of said officer or employee to perform his or her duties as a County employee;
 3. That the leave is requested for personal reasons acceptable to the Department Head and the CAO;

4. That additional maternity or paternity leave, beyond that authorized by federal or state law, is requested by an officer or an employee.
- C. Authority. A leave of absence requested by an officer or an employee for a period not exceeding thirty (30) calendar days after the exhaustion of all other leaves may be approved by the employee's Department Head and granted by the CAO.
- D. Extension of Leaves. Should the officer or employee desire an extension of the leave of absence, said officer or employee must submit a request, in writing, to the CAO, whose approval is required pursuant to Subsection C of this section. The request will be considered by the CAO, whose approval is required, only in the event that:
 1. The request is received by the County Administrative Officer (CAO) at least seven (7) working days prior to the date scheduled for termination of the leave.
 2. The request contains an address to which a note of approval or denial of the extension may be sent; and
 3. The request gives facts which support a determination by the CAO that the circumstances which caused the initial granting of the leave still exist.
- E. Leave Requests for Period in Excess of Thirty Days. A leave of absence requested by an officer or employee for a period in excess of thirty (30) calendar days shall be processed as follows:
 1. The request shall be approved by the employee's Department Head and submitted to the CAO.
 2. Upon the approval of the CAO, the request shall be submitted to the Board of Supervisors for consideration at the next regularly scheduled Board meeting. The Board of Supervisors may approve the request, approve the request upon the imposition of conditions the Board deems appropriate, including but not limited to, a reduction in the period of time requested, or deny the request.
- F. Time Limitation. Leave without pay is not to exceed one (1) year.
- G. No Accrual of Other Leaves. Vacation, sick leave and other paid leaves will not be earned during unpaid leave of absence. Holidays with pay will not be given. Contributions to monthly premium costs for medical insurance will be suspended after one (1) calendar month. After one (1) month the employee must make arrangements to continue to pay his/her normal monthly premium costs for insurance under COBRA provisions or lose coverage.

380 Employee Standards of Conduct

- A. All County employees are expected to meet the following standards of conduct:
 1. Maintain the highest standards of moral and ethical conduct;
 2. Being courteous, competent, and business like when dealing with all people;

3. Beginning work on time and putting in a full day's work;
 4. Being dedicated to the County and the job, and always striving to improve both; and being dedicated to providing quality services in support of the health, safety, and welfare of the local economy while protecting the County's unique rural environment, natural resources, and honoring the public trust and the people being served;
 5. Working cooperatively with fellow employees, supervisors and other departments;
 6. Putting themselves in the other person's shoes;
 7. Keeping physically and mentally healthy; and
 8. Working safely at all times.
- B. Failure to adhere to the standards of conduct can be grounds for disciplinary action pursuant to section 2.68.498 of these rules.

390 Discrimination Prohibited

No person employed by the County of Mono, or seeking employment with the County of Mono, shall be discriminated against in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of race, color, religion, national origin, ancestry, marital status, sex, age, physical or mental disability, sexual orientation, or political or religious opinions or affiliations. Any employee who believes he/she has been discriminated against should report it immediately to their supervisor, manager, any Department Head, or Human Resources Director. The County's internal complaint process described in section 2.68.410 of these rules is available to any employee who believes they have been discriminated against.

400 Retaliation Prohibited

An employee shall not be disciplined or discharged for reporting discriminatory conduct, regulatory violations or illegal activity, unsafe working conditions, or industrial injury, unless the conduct reported is found not to have occurred and there is malice in the reporting.

410 Anti-Harassment Policy

- A. Harassment Free Work Environment. The County is committed to providing a work environment free of discriminatory harassment.
- B. Harassment Will Not Be Tolerated. Discriminatory harassment violates this policy and will not be tolerated. Discriminatory harassment of an applicant, employee or person providing services pursuant to a contract, is harassment based on actual or perceived race, religious creed, color, sex, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. It is also improper to retaliate against any individual for making a complaint of discriminatory harassment, for participating in a harassment

investigation, or for engaging in any other protected activity. Retaliation constitutes a violation of this policy.

- C. Policy Applies to All Personnel Matters. This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation. Employees who violate this Policy may be subject to disciplinary action up to and including termination. By definition, any form of discriminatory harassment, including sexual harassment, is not within the course and scope of an individual's employment with the County.
- D. Definition. Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, or even specifically directed at the victim. The conduct prohibited by this policy may include conduct that does not necessarily meet the strict legal definition of harassment as defined under Title VII of the Civil Rights Act of 1974, the California Fair Employment and Housing Act, or other federal and state statutes that prohibit harassment. In other words, an employee, manager, supervisor, or officer may be subject to discipline, up to and including termination, for engaging in, and/or aiding or abetting conduct prohibited by this policy that may not rise to the level of harassment as defined under state or federal law. Sexually harassing conduct can occur between people of the same or different genders.

Harassment includes, but is not limited to, the following misconduct:

1. Verbal. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender, race, color, national origin, religious creed, ancestry, disability, medical condition, or sexual orientation.
2. Physical. Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling, indecent exposure, or making any type of sexual gesture.
3. Visual or Written. The display or circulation of offensive or derogatory visual or written material related to sex, religious creed, national origin, color, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.

4. Environmental. A work environment that is permeated with sexually-oriented talk, innuendo, insults or abuse not relevant to the subject matter of the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.
- E. Romantic Relationships Discouraged. Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.
- F. Prohibited Supervisory Or Managerial Behavior.
 1. No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment on an applicant's or employee's acquiescence to the behavior defined above.
 2. No supervisor, manager, or other authority figure may retaliate against any applicant, or employee, because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by an authorized investigator.
 3. No person shall destroy evidence relevant to an investigation of harassment.
- G. Behavior Prohibited By All Persons.
 1. No supervisor, manager, or any other person in the County shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment or by tolerating it on the part of any employee.
 2. No supervisor, manager, or any other person in the County shall assist any individual in doing any act which constitutes discriminatory harassment against any person.
 3. No supervisor, manager, or any other person in the County may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.
- H. Obligations of Supervisors/Managers.
 1. A copy of this policy will be provided to all employees of the County, and will be displayed and/or made available throughout the County.

2. A copy of the information sheet on sexual harassment prepared by the Department of Fair Employment and Housing is available to all County employees upon request.
 3. The County will periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification will occur through the normal channels of communication.
 4. The Human Resources Department will make available upon request information from the Department of Fair Employment and Housing and the Equal Employment Opportunity Commission about filing claims of harassment with these entities.
 5. Employees of the County will receive periodic training on the policy.
- I. Need to Report Immediately. Employees who believe they have experienced or been subjected to any form of employment discrimination or harassment should report it immediately to their supervisor, manager, any Department Head, or the Human Resources Department.
- J. Obligations of all Employees.
1. Any employee who observes or witnesses comments, gestures, visual or auditory materials, or actions that are perceived as constituting any form of harassment should immediately communicate and discuss with the person who is performing the harassing behavior that such action/words are not welcome.
 2. Whether or not an employee has communicated directly with the harasser, all employees should immediately report any conduct that they believe violates the policy. This includes conduct they personally experience or directly observe, whether or not reported by the employee who is the object of the conduct. This also includes conduct that they have been told has occurred by the person allegedly harassed or a witness to alleged harassment. This also includes conduct by non-employees, such as sales representatives, independent contractors, service vendors, clients, or any member of the public, or conduct aimed at such contractors or any member of the public. An employee who observes/witnesses harassing or discriminatory conduct and fails to report such conduct may be subject to disciplinary action.
 3. Employees should immediately report the conduct to their supervisor, manager, any Department Head or the Human Resources Department. Under no circumstances will employees of the County, who believe they have been the victim of discrimination or harassment, be required to first report that harassment to a supervisor or other authority figure if that person or authority figure is the individual who has done the harassing. These employees should instead report the conduct to any manager, Department Head or the Human Resources Department.
 4. All employees must cooperate with any investigation of any alleged act of discriminatory harassment conducted by the County or its agents. Failure to cooperate with any such investigation may subject the employee to discipline, up to and including discharge.

K. Responsibilities of Supervisors or Management.

1. Any supervisor or manager who receives a complaint or witnesses any conduct regarding discrimination or harassment must immediately report it to the Human Resources Department. If it is not possible to make an immediate report to the Human Resources Department, or if the complaint involves the Human Resources Director, then the complaint should be immediately reported to the CAO. Failure to report discrimination or harassment may result in disciplinary action.
2. No supervisor, manager, officer, or any other person in the County with management authority may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.
3. All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claims of alleged discriminatory harassment.

420 Investigative and Corrective Action for Complaints of Discrimination and/or Discriminatory Harassment

- A. The Human Resources Department will authorize or conduct an investigation of the complaint of discrimination or discriminatory harassment. The investigation will be conducted in a manner that ensures, to the extent feasible, the privacy of the parties involved.
- B. The person designated to investigate shall immediately report in writing the findings of fact to the Human Resources Director. The Human Resources Director, in consultation with the CAO and County Counsel, will determine whether these rules have been violated and communicate the conclusion to the complainant.
- C. Disciplinary action shall be decided in accordance with County policy and after consultation with the Human Resources Director and County Counsel.
- D. If the complaint is against the Human Resources Manager, the investigation will be conducted or supervised by the CAO.

430 Anti-Violence in the Workplace Policy

- A. Policy. The County has a Zero Tolerance for workplace violence. The policy of the County is to prohibit acts or verbal and/or non-verbal threats of physical violence in the workplace, including intimidation, harassment, and/or coercion, by or to County employees, visitors, fellow employees or by relatives of fellow employees.
- B. Zero Tolerance Standard. The following sets forth examples of prohibited conduct:
 1. Violent conduct or threats of violence, implied, actual, direct, or indirect to any employee.

2. Possession of offensive or defensive weapons (firearms, illegal knives, clubs, mace, pepper spray, tear gas, etc.), unless specifically required or authorized by the Sheriff or CAO.
 3. Hitting or shoving an individual, and any physical touching in an intimidating, threatening or dominating manner.
 4. Threatening an individual or family member, friends, associates, or citizens.
 5. Making harassing or threatening phone calls.
 6. Engaging in harassing surveillance or stalking.
 7. Making a suggestion or threat that violence will occur.
 8. Conduct that creates a physically hostile, abusive, or intimidating work environment for one or more County employees.
- C. Reporting Conduct. Employees should immediately report violent behavior at any County location or at any location where the County conducts business to the Department Head for monitoring and assessment and call 911 if immediate law enforcement and or emergency response is necessary. The Department Head shall relay all reported or otherwise known incidents to the CAO or his/her designee. The CAO or designee may, in his/her discretion, take immediate steps to provide safety to the reporting person or other person(s) based on his/her assessment of the situation.
- D. Discipline. All County employees who engage in violence, direct, indirect, threatened, or actual, against co-workers or any other person related to County business or on County premises may be subject to legal action by law enforcement authorities as well as disciplinary action by the County, up to and including termination of employment.
- E. Action Plan. The CAO or his/her designee and Department Head will assess reported incidents and may take the following action(s) where appropriate:
1. Take steps to have any physically threatening or violent person, employee or member of the public leave or be removed from the worksite.
 2. Place an employee alleged to have made serious violent threats or engaged in other violent behavior on paid or unpaid leave pending the outcome of an investigation.
- F. Investigation. Threats of violent behavior and acts of violent behavior, implied, actual, direct, or indirect, are to be investigated promptly and reported to the CAO or his/her designee. Such incidents should be documented and filed with the CAO or his/her designee and thereafter investigated in accordance with the CAO's direction. Such documentation should include a narrative of the incident including names and other appropriate identification of the parties involved, verbal comments made or description of the violent behavior, witness names, and witnesses' statements. The County shall cooperate and coordinate with any investigation being conducted by law enforcement.

- G. Procedures. Procedures for investigating incidents of workplace violence, including threats of violence and physical injury, shall include the following, and may be subject to any additional policy adopted by the CAO or Board of Supervisors:
1. Go to the scene of an incident. Immediately separate the participants.
 2. Interview threatened or injured employees and witnesses.
 3. Consider taking corrective action to prevent incidents of this kind from recurring.
 4. Contact CAO and inform of threats of violence immediately upon knowledge of threats.
 5. Document findings.
 6. Determine the cause of the incident.
 7. Examine the workplace for security risk factors associated with the incident after release of the scene by law enforcement personnel if the incident involves injuries or death.
 8. Take whatever additional action is necessary under the circumstances to handle and investigate workplace violence complaints and/or incident.
- I. Guidelines for Immediate Response. Any response to an incident involving an assault resulting in injury or death should be limited in scope. The individual on scene who observes the incident should limit their activities to the following:
1. Dial 911 for medical and law enforcement assistance.
 2. Render comfort and minor first aid to any injured victims.
 3. Immediately notify the Department Head, Sheriff, and CAO
 4. Separate the participants and make an attempt to identify and document all potential witnesses to the event.

The first manager or supervisor responding to the incident should ensure that the above actions have been initiated.

440 Improper Political Activity

No one employed by the County will engage in political activities on County premises while engaged in official duties, using County equipment, or wearing an official County uniform. Political activity is that activity defined under the California Government Code.

450 Outside Employment/Restrictions

No officer or employee shall engage in any employment, activity or enterprise which is inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or

employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified herein.

- A. Prohibited Outside Employment. An officer's or employee's outside employment, activity, or enterprise shall be prohibited if it:
1. Involves the use for private gain or advantage of the County's time, facilities, equipment and supplies; or the badge, uniform, prestige or influence or his/her County office or employment; or
 2. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the County for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the normal course or hours of his/her County employment or as a part of his/her duties as a County officer or employee; or
 3. Involves the performance of an act in other than his/her capacity as a County officer or an employee which act may be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee; or
 4. Involves such time demands as should render performance of his/her duties as an officer or employee less efficient.
- B. When Outside Employment May Be Allowed. An officer's or employee's outside employment, activity or enterprise would not be deemed inconsistent, incompatible, in conflict with, or inimical to, the duties of the officer or employee, if the officer or employee, prior to engaging to any such employment, activity or enterprise makes a complete written disclosure to the Department Head or the appointing authority of all of the functions, duties and responsibilities required of said officer or employee by such employment, activity or enterprise, and receives written consent to engage in such employment, activity or enterprise from the Department Head, if an employee, or the Board, if an officer. A Department Head and/or the CAO may adopt a form for use in evaluating a permitting outside employment.

460 Drug and Alcohol Policy

- A. County Requirements. The County requires that any officer or employee:
1. Not report to work or be subject to being called to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use. Not report to work if the effects of substance use (odor, appearance, etc.) are noticeable to the public.
 2. Not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours, while on County property, while using or operating County equipment or vehicles, or while subject to being called to duty, on breaks, or during meal periods.

3. Not directly or through third parties sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty.
 4. Notify his or her supervisor, before beginning work, when taking medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment.
 5. Provide, within 24 hours of request, bona fide verification of current valid prescription for any potential impairing drug or medication identified. The prescription must be in the employee's name. A medical marijuana prescription/license is not deemed a valid prescription for employment purposes.
 6. Notify the Human Resources Director and Department Head of any criminal drug conviction for a violation not later than five days after conviction.
- B. Special Restrictions. Special restrictions and/or policies applicable to Department of Transportation regulated or sensitive safety positions are incorporated herein by this reference, and will be enforced together with, and in addition to, the provisions of this section. Departments receiving federal funding may be subject to the Drug-Free Workplace Act of 1988.
- C. Discipline For Violations. Violation of any of the above can result in discipline up to and including termination, and may include the employee's participation in, and completion of, a drug or alcohol treatment program. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal leave and disability laws.
- D. Search of Property. The County reserves the right to search, without employee consent, all areas and properties in the County over which the County maintains control or joint control with the employee.
- E. Pre-employment screening. The County will maintain post-offer, pre-employment screening practices regarding drugs and alcohol. All offers of employment extended by the County shall be contingent upon the applicant submitting to and passing a fitness for duty examination which may include testing for use of drugs and alcohol for designated positions. Applicants who refuse to sign a consent form permitting testing or the release of test results to the County will not be hired/rehired.
- F. Management Responsibilities and Guidelines. Managers and supervisors are responsible for reasonable enforcement of this drug and alcohol policy. Managers and supervisors shall direct that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called to work.
1. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

2. Managers and supervisors shall direct an employee to submit to a drug and/or alcohol test if the employee has been involved in a vehicular accident where the employee was the driver or involved in any accident that causes damage to county property or injury to any person.
3. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs or alcohol.
4. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon direction will remind the employee of the requirements and disciplinary consequences of failing to submit to the analysis. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor will arrange for the employee to be safely transported home.
5. Managers and supervisors will not physically search the person or employee suspected of being under the influence of drugs and/or alcohol, nor search the personal possessions of such employee or person without first being provided the freely given written consent of the employee or person.
6. Managers and supervisors will notify the Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head may notify the appropriate law enforcement agency.

G. Physical Examination and Procedure. The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

1. Results of Drug and/or Alcohol Analysis Pre-employment. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drug and/or alcohol could affect performance of job, duties or responsibilities. If a drug screen is positive at the pre-employment physical the applicant must provide, within 24 hours of request, a bona fide verification of a valid prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
2. During Employment Physical or Alcohol/Drug Test. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. If the drug screen is positive for a prescription drug, the employee must provide, within 24 hours of request, a bona fide verification of a valid current prescription of the drug identified in the drug screen. The prescription must be in

the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor that the employee has been prescribed and will be taking such prescribed drug, the employee will be subject to disciplinary action up to and including discharge.

3. Testing Procedures. Testing procedures and threshold limits shall be in accordance with state and federal law, DOT procedures, and as may be determined by policy established by the Board of Supervisors.
4. Investigation. If an alcohol or drug test is positive for alcohol or drugs, the County shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal laws.

G. Confidentiality. Laboratory reports and test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical file which will be securely kept under the control of the Human Resources department. The report or test results may be disclosed to County management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without consent, may also occur when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and the employee, (3) the information needs to be used in administering an employee benefit plan; or, (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

470 Computer/Electronic Mail/Voice Mail/Internet Policy

A. Scope.

1. County Provided Electronic Media. This policy applies to all Mono County employees who use any electronic media provided by the County. Electronic media is defined as computers, computer peripherals, computer software, laptops, voice mail, electronic mail (e-mail), Internet access, World Wide Web access, Intranet (MINE) access, on-line information services, electronic facsimile (fax) files, and any other electronic type of equipment that the County deems as electronic media.
2. Personal Electronic Media. This policy also applies to all personal electronic media used for County business purposes, and as such will be subject to the same conditions set forth herein.

B. General Policy on the Use of Electronic Media.

1. Business Purposes. Electronic media, as outlined in the scope above, are provided for the use of Mono County employees for business-related purposes and as such do not offer privacy protections that one might expect from a personal system.
2. Right to Search and Monitor. Supervisors, managers, Department Heads, as well as computer support personnel, as authorized by the Department Head, reserve the

right to enter, search and monitor the computer files, voice mail, e-mail, or any type of electronic file of any employee without advance notice. Justification for such actions may include monitoring work flow or productivity, and investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system.

3. On-line Information Service Use. Use of on-line information services such as the Internet and the World Wide Web is restricted. Access to online information services should be kept to a reasonable amount of time. The standard for a reasonable amount of time will be established at the discretion of the Department Head. Personal use of online information on County time is to be strictly limited, and may be prohibited by any Department Head for his/her department. As with use of on-line information services, personal use of the telephone should be: a) confined to any use that is absolutely necessary; b) kept to a minimum; c) brief and focused; d) to the extent practical, performed on breaks or lunch time, rather than on County work time. An abuse of this personal use policy may subject the employee to discipline, up to and including termination, as being an inexcusable neglect of duty and/or insubordination, and may result in prohibition from such personal use.
4. Voice Mail. Messages recorded, sent, received and/or stored utilizing the County's voice mail system should be considered as County property. Therefore, voice mail may be subject to search for the reasons stated above.
5. E-Mail. Internal and external messages and files sent, received and/or stored utilizing the County's e-mail program should be considered as County property. Therefore, e-mail may be subject to search for the reasons stated above.
6. Facsimiles. Electronic files of facsimiles (fax's) sent, received, and/or stored using County equipment should be considered County property and may be subject to search for such reasons as stated above.
7. Computers, Computer Software, Laptops and Computer Files. The County's computers, software and files stored on the computer or network will be considered as County property. Therefore, these devices may be subject to search for reasons stated above. In addition, all software that resides on any of the County's computers will be licensed and may be considered the property of Mono County.
8. Software Installations. No employee will install software on any County computer without first receiving permission from the Department Head, and subject to the review and approval of the Information Technology department.
9. No Hardware Tampering. No employee will alter or tamper with any County computer or interfere with its operation. All hardware failures will be immediately reported to the departmental or County computer specialist. Personnel will not attempt hardware repair unless so directed by the departmental or County computer specialist.
10. Mailing Lists. Administration of the County e-mail systems is a distributed function with each department responsible for the creation and maintenance of its

user community and mailing lists appropriate to that department. Unauthorized use of this mailing list is prohibited without the prior approval of the CAO or his or her designee.

11. Deleted Data. It should be noted that even though an employee may have deleted information or files from any of the electronic media, it does not mean that it is permanently deleted from the system. Deleted information that is retrieved may be used by the County for any and all purposes necessary to protect the County, including disciplinary action.
12. Records Retention Policy. Electronic media which are considered “County records” will be subject to the County’s records retention policies, including the same legal retention periods as paper documents. For the purposes of this policy, “County records” include: 1) permanent electronic computer files, and 2) telecommunications (e.g., e-mail and voice mail) which have been downloaded/converted into permanent electronic files, or have been printed to hard copies and stored as permanent files for the purposes of records retention. Thus, e-mail and voice mail which have *not* been converted to “County records” will be considered transitory communication, and treated similar to unrecorded phone calls, since they are not permanent records.
13. Public Records Act. Under the California Public Records Act, *any* electronic media message (e.g., e-mail or voice mail) or permanent computer file which has been generated by the County of Mono, may constitute a “public record,” and may be provided to the public through the California Public Records Act, or may be otherwise discoverable. Thus, employees must always assume that e-mail, voice mail, and permanent computer files are subject to disclosure unless a specific legal basis for non-disclosure exists.
14. Allowable Uses of Electronic Media. Allowable uses of electronic media for Mono County business purposes include the following:
 - a. To facilitate performance of job functions.
 - b. To facilitate communication of information within the County.
 - c. To coordinate meeting of individuals, locations and resources of Mono County.
 - d. To communicate with outside organizations as required in order to perform an employee’s job function.
15. Prohibited Uses of Electronic Media. Prohibited uses of electronic media include, but are not limited to the following (also see 23.3 and 23.4, below, for additional prohibited uses):
 - a. Illegal or impermissible activities as defined as a violation of County policies, regulations, and state and/or federal law.
 - b. Committing fraud or stealing data, or equipment.

- c. Using the network for an illegal activity, including violation of copyright, license agreements and other contracts, e.g. downloading music.
- d. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or any other protected status pursuant to Section 2.68.180 will not be tolerated. These include, but are not limited to, communicating slurs, obscene messages, and sending, downloading or viewing obscene materials and pictures.
- e. Sending or communicating threatening messages.
- f. Political endorsements.
- g. Commercial activities including areas of financial gain.
- h. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
- i. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.

16. Violation of Policy. Violation of this policy will be reviewed on a case-by-case basis and may result in disciplinary action, up to and including discharge.

C. E-mail and Voice Mail Usage.

- 1. Right to Review and Monitor. The County reserves the right to access all voice mail and e-mail left on or transmitted via the County's communication systems. Since e-mail and voice mail messages are County property and intended for County business, County employees will have no right or expectation of privacy in any e-mail or voice mail message in the County's communication systems. Supervisors and managers will have the right to review any e-mail or voice mail messages of any employee supervised by them at any time and for any reason. If the messages to be reviewed are no longer available within the department, the messages may be searched for in other department systems with the approval of the head of that department.
- 2. Purpose of E-mail and Voice Mail. The purpose of e-mail and voice mail is to provide a work related communication channel between individuals and groups, and to promote effective and efficient use of time and resources in order to carry out the business of the County. Employees are expected to utilize the County's communications systems with the same degree of respect, professionalism, and courtesy as is expected of personal face-to-face interactions. As with the telephone, personal e-mail and voice mail should be: a) confined to those absolutely necessary; b) kept to a minimum; c) brief and to the point; d) to the extent practical, performed on breaks or lunch time, rather than on County work time.

3. Uses of E-mail and Voice Mail. Listed below are examples of appropriate and inappropriate e-mail, and where applicable, voice mail use.
 - a. Examples of Appropriate Use:
 - i. Providing or requesting information regarding County business (e.g., meeting notification, budget issues, etc.).
 - ii. Transmitting a document or file (vs. printing and mailing the document).
 - iii. General announcements within the scope of the sender's job responsibilities (e.g., employee benefits information sent by the Employee Benefits Supervisor).
 - iv. Informational announcements that need to be communicated to County employees (e.g., parking lot repair schedule).
 - v. Union business that meets the criteria and standards for Union business as outlined in the applicable collective bargaining agreement.
 - b. Examples of Inappropriate Use:
 - i. Illegal or impermissible activities as defined as a violation of County policy, state, and/or federal law.
 - ii. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability or religious or political beliefs, or any other protected status will not be tolerated. These include, but are not limited to, slurs, obscene messages, materials, and pictures, or religious materials.
 - iii. Anything that may be construed as disruptive, threatening, offensive to others, or harmful to morale.
 - iv. Copyright infringement.
 - v. Items of a political nature or having to do with political activities.
 - vi. Unauthorized distribution of personnel or medical information.
 - vii. Use of E-mail when signed documents are required (Note: Use of E-mail to distribute documents for signature is acceptable).
 - viii. Purposely creating any message that purports to be from another person without their permission.
 - ix. Unauthorized use of County mailing lists.

- x. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.
 - xi. Personal messages, including but not limited to, chain letters and broadly distributed e-mails regarding personal matters or interests.
- 3. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.
 - 4. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

D. Internet Usage

- 1. Purpose of the Internet. The purpose of Internet access is to distribute information to public constituencies or to conduct research for County job related activities.
- 2. Right to Review, Monitor, Report, and Restrict Internet Use. Since Internet access and use are intended for County business, County employees will have no right or expectation of privacy in any Internet activity using County equipment or networks. Supervisors and managers will have the right to review any Internet activity of any employee supervised by them at any time and for any reason. If the activity to be reviewed goes beyond the department's system, other department systems and records may be searched with the approval of the head of that department. The County may monitor and report on Internet use by County employees. Managers may restrict Internet use by anyone supervised by them at any time and for any reason. The County may restrict access to Internet sites whose content appears to have no purpose related to the business of the County.
- 3. Uses of the Internet. All Internet activities should be directly related to Mono County business. Use of the Internet should be handled as judiciously as the publication of County documents or the purchase of reference documents. Listed below are examples of appropriate and inappropriate Internet use.
 - a. Examples of Appropriate Use:
 - i. Obtaining information regarding County business, i.e., policy, legislation, public meetings, technical research, legal research, etc.
 - ii. Transmitting or receiving a file or document (in conjunction with e-mail).
 - iii. Providing information regarding County business to the public, i.e., meeting agendas, key points of contact, forms, etc.
 - iv. Delivery of County services, such as tax payments, facility reservations, health education and disaster coordination.

- b. Examples of Inappropriate Use:

- i. File downloads not connected with County business.
 - ii. Generating, sending, requesting, receiving, downloading, viewing, or archiving material in any form, i.e., text, graphics, etc. which contains offensive or obscene language or content, or is harassing in nature.
 - iii. Engaging in activities resulting in personal gain, such as engaging in any personal business or commercial transaction, exhibiting items for sale, or transacting other personal business.
 - iv. Engaging in any unlawful activity.
 - v. Copyright infringement.
 - vi. Transmitting any County sensitive information over the Internet by other than secured transmission.
 - vii. Creating, furthering or participating in any act of fraud, waste or abuse through Internet activities.
 - viii. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
 - ix. Engaging in any other act of misconduct such as discrimination, sexual harassment, and misuse of position.
 - x. Excessive or multiple Internet sessions, unless needed for official County business.
 - xi. Use of continuous services such as PointCast, live audio, live radio, and live video feeds unless needed for official County business, or as permitted by the Department Head except when a directive from the IT Department prohibits such use because of interference with County business needs.
- c. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.
 - d. County Department Use and Responsibilities. It is each department's responsibility to insure appropriate use of Internet resources within its department, which is consistent with this policy.
 - e. Alignment with County/Department Mission and Goals. Department information published on the County of Mono World Wide Web (WWW) server and links on System pages to other Web sites should be in alignment with the mission and goals of the County as well as the individual department. Any department specific information to be published on the County WWW must be approved by the Department Head for uploading to the Internet server. In addition, all department WWW pages should adhere to general County design guidelines in order for the County presence on the

WWW to have the same look and feel. It will be the responsibility of each department to periodically review their respective web pages and provide timely updates.

- f. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

E. Electronic Media Procedure for New Employees

1. Purpose. New employees who will be assigned electronic media will be required to complete the “Electronic Media Agreement and Application Form” which serves two purposes: (1) it documents each employee’s written consent to abide by rules set forth in this Personnel System; and (2) provides the necessary information for the Information Technology department, or the department’s authorized technical staff, to set up a login account, an e-mail account, Internet access, and the appropriate County network access for the new employee.
2. Procedure. Department supervisors or managers will provide a copy of this policy and the Electronic Media Agreement and Application Form to new employees on, and possibly before, their first day of employment.

480 Job Abandonment

An employee is deemed to have resigned if the employee is absent for three (3) consecutive work days without prior authorization and without notification during the period of absence. Employees separated from employment for job abandonment may be reinstated with such charge removed from the employee’s record upon presentation of acceptable justification for the absence. Said request for reinstatement must be made in writing to the Department Head within 30 days of the effective date of separation. A justified absence may include such occurrences as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right of appeal if deemed to have resigned as a result of job abandonment.

490 Disciplinary Action – General

Employees of the County who have obtained permanent or regular status may only be disciplined for cause.

500 Disciplinary Action - Authority

The Department Head, appointing authority or County Administrative Officer may demote, suspend, or discharge permanent employees. Managers and supervisors as well as the Department Head, appointing authority or the County Administrative Officer may provide written or oral reprimands.

510 Disciplinary Action - Types

- A. There are no rigid rules which specify the degree of disciplinary action which is appropriate for specific misconduct or performance deficiency. There is no requirement that discipline be “progressive,” and the County reserves its right to not follow progressive discipline. Progressive discipline is to be used to assist employees in improving their performance. It is not to be considered a bar or prior condition to suspension, demotion, or

termination. While termination for unsatisfactory conduct and certain types of misconduct will often be preceded by oral reprimand, written reprimand, or suspension, Mono County reserves the right to proceed to any level of discipline, including termination when such action is deemed appropriate. The facts and circumstances of the specific act, misconduct or performance deficiency, together with the employee's performance history, and the harm to public service, will be reviewed to determine the appropriate level of disciplinary action to be imposed. In general, this policy contemplates a two-tier approach when determining the level of appropriate discipline. Examples of this policy include, but are not limited to, the following:

1. The types of misconduct and poor performance that will usually result in an oral reprimand or written reprimand include limited incidents of tardiness and poor performance, minor acts of neglect of duty, incompetence, insubordination, and violations of rules or policies that will be corrected by a reasonable level of discipline and supervision.
2. The types of misconduct and poor performance that will usually result in suspension or termination will include any instance of violence, harassment, discrimination, theft, violation of a felony or any crime of moral turpitude, repeated poor performance or misconduct following any written reprimand, performance violation, performance improvement plan or corrective action plan, repeated acts of insubordination, neglect of duty, incompetence, or violation of any rule, law, or policy that may cause a risk or harm to any person.

B. Set forth below are the types of disciplinary action that can be imposed:

1. Oral Reprimand. Oral reprimand is the least formal action. It is administered by the employee's immediate supervisor or Department Head. This action is not noted in an employee's personnel file. There is no requirement to issue an oral reprimand before proceeding to any other appropriate level of discipline. Nothing shall prevent an oral reprimand to be changed to a written reprimand if, upon reflection or discussion with the Department Head, the supervisor determines that a written reprimand is the appropriate form of discipline.
2. Written Reprimand. The written reprimand is prepared by the employee's immediate supervisor or Department Head and explicitly describes the problem and possible solution. A copy of the written reprimand is filed in the employee's personnel file. There is no requirement to issue a written reprimand before proceeding to any other appropriate level of discipline.
3. Suspension. With the approval of the Department Head, an employee may be separated from service for one working day or more. Suspensions require County Counsel and Human Resource Director review and County Administrative Officer approval. There is no requirement to issue a suspension before proceeding to any other appropriate level of discipline.
4. Demotion. An involuntary reduction in status from one classification to another classification having a lower salary range. A demotion requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.

5. Discharge. Discharge is an involuntary separation from employment of an employee for cause. Discharge requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.

520 Disciplinary Action - Grounds

- A. The maintenance of permanent status by an employee requires appropriate behavior and efficient and effective service. Employees are expected to observe and maintain certain standards of job performance and conduct. When job performance and conduct does not meet Mono County's standards, the employee's Department Head or his or her designee will endeavor, when deemed appropriate in their discretion, to provide employees with a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline, up to and including termination.
- B. Any permanent employee is subject to disciplinary action, including discharge, suspension, reduction in wages, demotion, written reprimand and oral reprimand. Listed below are examples of cause which will be deemed sufficient for such action by the County. These examples are intended to provide employees with fair notice of what is expected of them. It is not possible to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically set forth below, but which adversely affects or is otherwise detrimental to the interests of Mono County, other employees, contractors, employees of other public agencies, clients, and members of the public, may also result in disciplinary action, including termination. Grounds for disciplinary action are not limited to the examples enumerated below:
 1. Fraud in securing appointment which shall include, but not be limited to, misrepresentation of any material fact in any written or oral application for work with Mono County; failure to possess any license or certificate necessary to the performance of the duties and functions required by the job for which the person is applying; and failure to possess any special skill or ability that may be required by the position for which the person is applying.
 2. Incompetence or inefficiency in the performance of duty. This is defined to include, but not be limited to, any neglect of duty and/or failure to meet reasonable work performance standards and requirements. The failure to comply with any performance improvement plan, corrective action plan, specific job improvement orders or suggestions set forth in a performance evaluation, or repeated failure to meet reasonable work performance standards, will result in disciplinary action that may include, suspension, demotion, or termination.
 3. Inexcusable neglect of duty. This may include, and not be limited to, unauthorized or excessive time away from the performance of the job duties, lack of attention to job responsibilities, failure to follow appropriate work procedures, and failure to perform duties in a timely manner. Repeated instances of inexcusable neglect of duty can not be tolerated by a public agency and will result in disciplinary action, up to and including termination.
 4. Insubordination. This is defined to include, but not be limited to, the willful failure or refusal to perform a particular duty, function or responsibility required by the position of employment. It may also include the failure to follow the terms and

conditions of a performance improvement plan. Repeated instances of insubordination, whether or not related to the first instance of insubordination, are not acceptable and will result in disciplinary, up to and including termination. Insubordination also includes conduct which insults, demeans, or undermines the authority of a supervisor or manager.

5. Dishonesty which is defined to include, but not be limited to, any unauthorized possession or use of property not belonging to the employee, the making of false statements to a supervisor, Department Head, or investigating authority, committing perjury, falsifying time cards, or any County documents or records, and making any false or deliberately misleading statements during the course of employment or concerning any business of the County.
6. Violation of the County's drug and alcohol policy, and when applicable, violation of Department of Transportation Regulations and/or the Drug-Free Workplace Act of 1988.
7. The conviction of either a misdemeanor or a felony related to the position held will constitute grounds for discipline up to and including dismissal of any employee. The record of conviction will be conclusive evidence of the fact that a conviction occurred. The Human Resources Director may inquire into the circumstances surrounding the commission of the crime in order to support the degree of discipline. A plea or verdict of guilty or a conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
8. Persistent, abusive or discourteous treatment of the members of the general public or fellow employees, including but not limited to, discriminating against, harassing, including sexually harassing, fellow employees or members of the public, and/or interfering with the work performance of others.
9. Political activity during an employee's or officer's working hours, when engaged in official county business, when using County equipment, while in County uniform or in a County vehicle, or in the name of the County.
10. Violation of any County ordinance or lawful department rule, regulation or policy.
11. Willful misuse of County property or causing damage to County property resulting from misuse or negligence.
12. Knowing and malicious publication (orally or in writing) of inaccurate or false information concerning County, its officers or employees, which is of such nature as to bring discredit to the County or its officers and employees.
13. Misrepresenting oneself as a spokesman for the County in such a way as to bring discredit to the County.
14. Working or approving overtime without authorization.
15. Excessive absenteeism, tardiness, or abuse of lunch and other break privileges.

16. Abuse of sick leave.
17. Mental or physical impairment which renders the employee unable to perform the essential functions of the job, with or without reasonable accommodation (if disabled), or presents a significant current risk of substantial harm or threat to the health and/or safety of self or others.
18. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
19. Failure to maintain confidential information.
20. Endangering another employee or member of the public through unsafe practices, engaging in threatening, intimidating, or discriminatory activities, and unlawful or unauthorized possession, brandishing, or use of any dangerous weapon.
21. Any other failure of good behavior or acts which are incompatible with or inimical to, or in any way provides harm to, the public service, brings discredit to the County, or is a violation of the Codes of Conduct provided in these rules under section 268.380.

530 Disciplinary Action – Effective Date

Disciplinary action becomes final upon issuance of the final notice of the disciplinary action. Before taking action to dismiss, suspend without pay, demote, or cause a reduction in pay or other property interest of employment, specific procedures which provide the employee with procedural due process, must be followed. Any such proposed disciplined must be reviewed by the Human Resource Director or his or her designee, and the County Counsel's office, prior to such action being taken. The CAO may adopt a Skelly Hearing Policy that guides supervisors and managers through this process.

A. Notice of Proposed Action (Skelly Notice).

The appointing authority shall first attempt to cause the Notice of Proposed Action to be personally served on the employee if that is possible. If the circumstances do not allow for hand delivery of the notice, the notice may be mailed by both certified and first-class mail, and five days are to be added to the applicable response time.

The Notice of Proposed Action shall contain the following:

1. The name of the employee and their position.
2. A statement describing the disciplinary action proposed to be taken and the proposed effective date of such action.
3. A statement of the specific charge(s) for the proposed discipline from the grounds for discipline set forth in Section 2.68.520.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges.
5. A statement that the employee may review and request copies of materials upon which the proposed action is based, or a statement that the materials that form the basis of the proposed action are attached to, and incorporated within, the notice.

6. A statement that the employee has the right to respond within seven (7) calendar days to the appointing authority either orally or in writing, and has a right to be represented at the hearing.

B. Employee Response.

The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) calendar days of service of the Notice of Proposed Discipline, or within the period specified in any written extension, the right to respond is waived and lost.

C. Hearing or Review of Written Response.

1. The purpose of the Skelly Hearing is to provide an opportunity for the employee to be heard. The employee may offer oral or written information that serves to refute factual allegations in the notice of proposed discipline and/or to offer facts or explanation in order to reduce the severity of the proposed discipline.

2. The following guidelines shall apply:

- i. The hearing officer shall be neutral and not directly involved in the decision to initiate the disciplinary action, except where departmental policy requires a specified officer to conduct the hearing.

- ii. The hearing is not a formal evidentiary hearing. The hearing officer may only review those documents which are relevant to the specific proceeding as determined in his or her sole discretion.

- iii. At the beginning of the hearing, the hearing officer shall explain the process and advise the employee that the scope of the hearing is limited to the charges and facts set forth in the Notice of Proposed Discipline and ask the employee if the employee has any questions about what is stated in that Notice, and to present facts in support of their position.

- iv. The employee is allowed to have one representative at the hearing if he or she chooses. This representative may be a union representative or attorney. The presence of other persons may be allowed at the sole discretion of the hearing officer.

- v. The Department may have one representative at the hearing to listen to the proceedings, take notes, and respond to questions from the hearing officer.

- vi. Following the hearing, the hearing officer shall submit a written recommendation, within 10 working days, to the supervisor or Department Head with authority to impose the final discipline. The recommendation, supported by facts, may be to confirm the proposed discipline; to suggest the proposed discipline should be modified or withdrawn; or to suggest that additional investigation may be necessary. Any written materials provided by the employee to the Skelly shall be attached to the recommendation.

D. Notice of Final Disciplinary Action.

Following the receipt of the hearing officer's written report and recommendation, the Supervisor or Department Head shall prepare a written Notice of Final Disciplinary Action. Deviation from the recommendation of the hearing officer should only be done in rare cases and only following review by County Counsel and approval of the County Administrative Officer.

The Notice of Final Disciplinary Action shall contain:

1. The name of the employee and their position.
2. A statement describing the disciplinary action to be taken and the effective date of such action.
3. A statement of the specific charge(s) for the discipline from the grounds for discipline set forth in Section 2.68.520.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges. Any relevant facts presented by the employee in response to the proposed action, shall also be included.
5. A statement that the employee has a right to appeal the imposition of discipline to the Personnel Appeals Board within 10 working days of the service of the Notice of Final Disciplinary Action.

E. Leave Pending Employee Response.

Pending response to a Notice of Proposed Action, the appointing authority, for cause specified in writing, may request that the CAO place the employee on temporary leave of absence with pay pending the completion of the hearing process.

540 Personnel Appeals Board

A Personnel Appeals Board shall hear and determine all appeals from disciplinary proceedings other than oral or written reprimands, which are not subject to appeal, and shall hear grievances as the final step of the grievance process (if reached). The Personnel Appeals Board will consist of a three-member panel drawn from a standing pool of six available members, as described more fully below. The Personnel Appeals Board ("Board") shall designate a Chair of the Board who shall oversee the hearings. The Board may adopt rules and procedures not inconsistent with the provisions of this Personnel System. The Clerk of the Board of Supervisors, or the Clerk of the Board of Supervisor's designee, shall serve as the Clerk of the Personnel Appeals Board. Meetings of the Personnel Appeals Board are subject to the Ralph M. Brown Act open meeting requirements.

- A. Appointment. There shall be a six-member pool of available Appeals Board members for each bargaining unit, all of whom shall be current County employees or officials. Nothing shall prevent an individual from being appointed to and serving as an available member in more than one standing pool. Of the six members in a given Appeals Board pool, three members shall be appointed by the Board of Supervisors and three shall be appointed by the employee's bargaining unit. When a particular matter is to come before the Appeals Board, a three-person panel shall be selected from the pool as follows: one member shall be selected by the employee's bargaining unit, one member shall be selected

by the Board of Supervisors, and a coin toss shall be used to determine who selects the final member (either the bargaining unit or the Board of Supervisors).

- B. Term. Each member of an Appeals Board pool shall serve for four years or until his/her successor is appointed and qualified, and any member may be removed at any time during their term without cause by the respective entity who appointed them (either the Board of Supervisors or the bargaining unit). A member may serve multiple terms.
- C. Authority of the Personnel Board. The Board will have the power to examine witnesses under oath, compel their attendance, compel production of evidence, issue subpoenas in the name of the County and deliver subpoenas to current employees and/or provide for service of the subpoenas. The refusal of a person to attend or to testify and answer to a subpoena will subject the person to prosecution in the same manner as set forth by law for failure to appear before the Board of Supervisors in response to subpoena issued by the Board of Supervisors and/or be subject to disciplinary action if the witness is an employee.
- D. Board Deliberations and Determinations. When the Board makes determinations, after required notice and hearing, the Board will have the following powers:
1. To deliberate in closed session.
 2. Upon reaching agreement with respect to a determination requiring findings and conclusions, the Board may direct the party determined as prevailing on a majority of the findings and conclusions to prepare a draft of proposed findings and conclusions, or the Board may draft its own findings and conclusions.
 3. The party (if any) directed by the Board to prepare a draft of proposed findings and conclusions will do so within five (5) working days of such direction and will send a copy of said findings to all parties affected by the decision or their counsel. Any party affected by the decision may within five (5) working days after the proposed findings and conclusions have been served upon them, serve and file objections to the proposed statement of findings and conclusions.
 4. Upon review of the proposed findings and conclusions and objections, the Board will accept, modify, or adopt them as satisfactory to the Board or reject them altogether as unsatisfactory and thereafter direct the party designated to prepare final findings and conclusions pursuant to the Board's instructions.
 5. The decision of the Personnel Appeals Board shall be the final administrative action and not subject to any further appeal.

550 Personnel Appeals Board – Appeal Procedure

Within ten (10) working days of receipt of a final disciplinary action (other than an oral or written reprimand) an employee desiring to appeal must file, with the Human Resources Director, an answer admitting or denying, in whole or in part, the allegations of the final disciplinary notice. Matters not admitted by the answer shall be deemed denied. The Human Resources Director will stamp on the answer the date of filing and shall (1) place one copy in the clerk's file, (2) send one copy to the appointing authority, (3) send one copy to the County Counsel's office, and (4)

prepare three copies of the answer to be distributed to the three members of the Personnel Board. (Note: the foregoing shall not apply in the case of grievances coming before the Board.)

- A. Scheduling of Hearing. Upon receipt of the request for appeal, the Clerk of the Personnel Appeals Board shall schedule a hearing before the Personnel Appeals Board. Absent a stipulation to the contrary, the appeal hearing shall be set no less than twenty (20) working days and no more than sixty (60) working days from the day of the filing of the appeal. These deadlines are advisory only. Failure to schedule, notice or conduct a hearing within the suggested time periods shall not invalidate the disciplinary action being appealed. All interested parties shall be notified in writing of the day, time and place of the hearing at least fifteen (15) working days prior to the hearing.
- B. Private or Public Hearings. After calling the meeting to order, all hearings shall be private to protect the privacy interest of the employee; provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date or the hearing will be closed.
- C. Right to Representation. Both sides involved in the Personnel Appeals Board Hearing shall have the right to be represented by a party of their choice.
- D. Pre-Hearing Procedure.
 - 1. Subpoenas. The chair of the Board is authorized (but not required) to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, the Board may issue subpoenas only for good cause. The Human Resources Department will prepare subpoenas for all witnesses however, they will only serve subpoenas on individuals who are currently employed by the County. It will be the responsibility of the employee and the County to submit the names of County employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.
 - 2. Exhibits and Witnesses Lists. Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Department a list of all witnesses and a list and copy of all exhibits.
 - 3. Hearing Briefs. Either party may submit a concise hearing brief outlining the factual and legal issues and providing a legal analysis supporting the party's position. Hearing briefs shall be filed with the Clerk of the Board and served on the other party prior to the commencement of the hearing. Hearing briefs are limited to ten (10) pages or less unless otherwise allowed by the Chair of the Personnel Appeals Board.
- E. Record of Proceedings and Costs.
 - 1. Court Reporter. All disciplinary appeal hearings may, at the discretion of either party or the Personnel Appeals Board, be recorded by a court reporter. Any hearing that does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court

reporter. If both parties request a court reporter, the cost will be split equally. If the Board requests the court reporter, the County will pay the cost of the reporter.

2. Employee Witness Compensation. Employees of the County who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the County agrees to a different arrangement. Time spent by an employee summoned as a witness will count as hours worked.
- F. Conduct of the Hearing. The hearing need not be conducted in strict accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.
1. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Consideration shall be given to the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
 2. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
 3. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
 4. Irrelevant and unduly repetitious evidence may be excluded.
 5. The Personnel Appeals Board shall determine the relevancy, weight and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
 6. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- G. Burden of Proof. In a disciplinary appeal the party employing discipline has the burden of proof by the preponderance of evidence.
- H. Request for Continuance. Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated and the Board must find that good cause exists prior to granting a request for continuance.
- I. Testimony under Oath. All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

“Do you swear or affirm that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”

J. Presentation of the Case. With respect to disciplinary appeals, the hearing shall proceed in the following order unless the Personnel Appeals Board for special reason, directs otherwise:

1. The party imposing discipline (department) shall be permitted to make an opening statement.
2. The appealing party (employee) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.
3. The party imposing disciplinary action (department) shall produce their evidence.
4. The party appealing from such disciplinary action (employee) may then offer their evidence.
5. The party imposing discipline (department) followed by the appealing party (employee) may offer rebutting evidence.
6. Closing arguments shall be permitted at the discretion of the Personnel Appeals Board. The party imposing discipline (e.g. the party with the burden of proof), shall have the right to go first and to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written post-hearing briefs. The Board will determine whether to allow the parties to submit written post hearing briefs. The Board may also require that post-hearing briefs be tailored to address specific issues and set a specific maximum number of pages for said briefs.

With respect to grievances, the party who filed the grievance shall present their case first, followed by the department head or other party responding to the grievance. The Board may then allow rebuttals and closing arguments as it deems appropriate.

K. Procedure for the Parties. The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representative shall continue with the presentation of their case.

L. Right to Control Proceedings. While the parties are generally free to present their case in the order that they prefer, the chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses. The Chair shall allow parties to examine their own witnesses or to cross-examine the other party, or the other party's witnesses.

M. Hearing Demeanor and Behavior. All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board, and shall conduct themselves with the civility and etiquette appropriate for a legal proceeding. The chair reserves the right to continue the hearing or dismiss disruptive witnesses or counsel.

N. Deliberation Upon the Case. The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in

reaching their decision. The Board may deliberate at the close of the hearing or at a later fixed date and time.

- O. Written Findings and Recommended Decision. The Board shall render their findings and decision as soon after the conclusion of the hearing as possible. The Board may ask the prevailing party to prepare the findings and submit those findings to the other party. Objections to the findings prepared can be made in writing by the unsuccessful party within a time specified by the Board. A finding must be made by the Board on each material issue.
- P. Judicial Review.
 - 1. Petition for Writ of Mandate. Judicial review of any decision of the Personnel Appeals Board may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.
 - 2. 90 Days from Final Decision. Pursuant to Code of Civil Procedure Section 1094.6 any such petition shall be filed not later than the ninetieth (90th) day following the date on which the decision becomes final. The decision becomes final on the date it is mailed by first-class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, or as provided pursuant to Code of Civil Procedure Section 1094.6(b).
 - 3. Administrative remedies are deemed exhausted when findings have been issued.

560 Grievance - Definitions

With respect to the grievance procedure, unless the context indicates otherwise, the terms used are defined as follows:

- A. Grievance. A grievance is a written allegation by a Grievant, submitted as herein specified, claiming violation of the specific expressed terms of a memorandum of understanding or rules or regulations governing the personnel practices or working conditions of employees and for which there is no other specific method of review provided by State or Federal law or by County ordinance or rules.
- B. Grievant. A grievant is an employee in the County Service (probationary or permanent) or group of such employees adversely affected by an act or omission of the County or the majority representative of a bargaining unit.
- C. Immediate Supervisor. The individual who assigns, reviews or directs the work of an employee.
- D. Representative. The person selected by an employee to appear with that employee in the presentation of the employee's grievance.
- E. Superior. The individual to whom an Immediate Supervisor reports.

F. The Grievance Procedure is not to be used for the following:

1. For the purpose of resolving complaints, requests or changes in wages, hours and working conditions.
2. To challenge the results of employee evaluations or performance reviews; provided, however, that an overall evaluation of “unsatisfactory” that does not form the basis of a decision to grant or deny a pay increase (e.g., a step increase) may be grieved to step three of the grievance process and an overall evaluation of “unsatisfactory” that does form the basis of such a decision may be grieved to step four of the grievance process
3. To challenge the decision to re-classify, lay-off, deny reinstatement or deny a step or merit increase to an employee, except to the extent the grievance alleges a violation of a County procedural requirement related to such matters.
4. In cases of oral reprimand, written reprimand, demotion, suspension, or termination.
5. To challenge violation of the law or past practice.
6. To challenge examinations or appointment to positions.
7. To express unhappiness over lawful management decisions, style, etc.

570 Grievance - General Rules

- A. All parties to a grievance must act in good faith and strive for objectivity. Parties should endeavor to reach a solution at the earliest possible step of the procedure. Filing of a grievance will not result in retaliation.
- B. The aggrieved employee shall have the right to be represented or accompanied by a person of the employee’s choice if the grievance is not resolved at the informal level as provided in step one of the grievance procedure.
- C. The employee and his or her representative will have reasonable time and facilities allocated for the preparation of the employee’s position with respect to the grievance alleged. The time must be reasonable and not excessive.
- D. The timelines in the grievance procedure must be strictly followed. If the grievance is not appealed to the next level within the specified time limit, the grievance shall be considered withdrawn and will not be processed further. If the County fails to process the grievance in a timely manner, the grievance will go automatically to the next step. The parties may extend the timelines by mutual agreement in writing.
- E. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give reasonable and timely notice to all persons concerned.

- F. When two (2) or more employees have a common grievance, they shall initiate a single group grievance or County may combine common grievances into a single group grievance. The initial hearing of the group grievance shall be by the immediate supervisor, superior or Department Head as determined by the Human Resources Manager.
- G. If the grievance is not resolved at the Department level, it shall be heard by the County Administrative Officer and his/her decision is final.

580 Grievance - Procedure

- A. Step One. Within five (5) working days of the date the employee knew or should have known of the incident giving rise to the grievance, the employee must discuss the matter informally with the employee's immediate supervisor. If more than five (5) working days elapse from the date the employee knew or should have known of the act or omission giving rise to the incident, the grievance will be rejected and will not be processed further. The employee or the supervisor may seek advice or counsel from superiors or the Department Head.
- B. Step Two. If, within five (5) working days of completion of Step One, a mutually acceptable solution has not been reached at Step One, the employee shall submit the grievance in writing to the Department Head or appointing authority.

In filing a grievance, the employee should set forth the following information:

1. The specific Section of the MOU, rules or regulations allegedly violated.
2. The specific act or omission that gave rise to this alleged violation.
3. The date or dates on which the violation occurred.
4. What documents, witnesses or other evidence supports the grievant's position.
5. The remedy requested.

Within ten (10) working days of receipt of a formal grievance, the Department Head or appointing authority will hold a meeting with the grievant and the grievant's representative. A written decision will be prepared within five (5) working days from the meeting, and shall be served on the employee within ten (10) working days or from the date of the meeting. The parties may agree to an extension of time for the written decision if necessary to perform research or investigation that may result in a resolution of the grievance. Before the issuance of the written decision, the Department Head of appointing authority will review the written decision with the County Counsel and the Human Resources Director.

- C. Step Three. Should an employee be dissatisfied with the decision of the Department Head or appointing authority, said employee, within five (5) working days of the receipt of the decision, may file a written appeal with the County Administrative Officer. The County Administrative Officer will render a decision within ten (10) working days.

D. Step Four. Should an employee be dissatisfied with the decision of the County Administrative Officer, said employee, within five (5) working days of receipt of the decision may appeal the matter to the Personnel Appeals Board by filing a written notice of appeal with the Human Resources Director. Note that step four is not available in the case of overall evaluations of “unsatisfactory” which do not form the basis of a decision to grant or deny a pay increase. (See above Section 2.68.560(F).)

590 Grievance - Confidentiality

All grievances will be treated, to the extent possible, as matters requiring confidentiality, and all parties concerned will strive to limit publicity and notoriety surrounding the grievance.

600 Layoff

- A. Layoff Determination. Whenever in the judgment of the Board of Supervisors it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted without disciplinary action and without the right of appeal.
- B. Notification. Employees to be laid off should be given, whenever possible, at least fourteen (14) calendar days notice. The notice will include the reason for lay off, a list of displacement rights, and the effective date of layoff. Upon notification of layoff, any permanent or probationary employee, upon receiving a layoff notice, may use up to ten (10) days of accrued sick leave to look for other employment. Such leave may be taken upon at least one day’s notice to the employee’s Department Head or supervisor, and leave consisting of two or more days may be taken upon at least two day’s notice.
- C. Process for Lay Off. The Board of Supervisors shall have the sole discretion to determine the number and classification of employees to be laid off in each department. All layoffs shall be made by classification within a department.
- D. Order of Lay Off. Employees shall be laid off in the inverse order of their seniority in their classification in the department. This order may be modified when a Department Head requests, and the CAO determines, that an immediate business necessity requires a variance from this general order. The order shall be as follows:
1. Temporary employees;
 2. Probationary part-time employees;
 3. Probationary full-time employees;
 4. Permanent part-time employees;
 5. Permanent full-time employees.
- E. Seniority. Seniority is based on total continuous permanent employment with the County. Continuous permanent employment is defined as employment with the County without interruption commencing with the employee’s hiring date, except for authorized absences or absences to serve in the armed forces of the United States.

- F. Ties. Ties in hiring dates shall be broken by lot.
- G. Displacement. Permanent employees who are designated to be laid off may displace employees in a lower classification within the employee's department provided that the employee exercising the displacement privilege has greater seniority than the incumbent in the class which the employee is bumping, and provided that the employee meets the minimal qualifications for the job. Conditions which affect displacement rights are as follows:
1. The employee exercising the displacement privilege will displace the employee in the lower classification in the inverse order of seniority.
 2. All employees must exercise displacement privileges within five (5) working days after receipt of the notice of lay off, by written notice to the Human Resources Director. The County shall provide an appropriate layoffs list to the affected employee(s). If this choice is not exercised within the specified time, it is automatically forfeited. If an employee exercises their displacement privileges they will receive the salary in that new position in accordance with procedures governing voluntary demotion.
- H. Reemployment. An employee who has been laid off or demoted in lieu of layoff may be reemployed or reinstated as follows:
1. Eligibility for Reemployment Following Layoff. Permanent employees who are laid off, or demoted in lieu of lay-off will be eligible for reemployment in the classification from which they were laid off or demoted, or to a related classification with similar or lesser qualifications, if a vacancy in the classification occurs within two years of the date of layoff or demotion. If an employee declines an offer of reemployment two (2) times, the employee's name will be taken off the reemployment list.
 2. Process. Each permanent employee who has been laid off or demoted in lieu of lay off will be placed on a reemployment list by classification in the reverse order of layoff. As a vacancy occurs in the classification or related classification, the Human Resources Director will offer reemployment to the top person on the reemployment list. The employee shall have five days to respond to the offer.
 3. Status, Salary, Benefits, and Seniority Upon Reemployment. Permanent employees who are reemployed following a layoff will be placed on the salary range and step last held. If the employee is reemployed within one year the employee will be treated as if they had been on an unpaid leave of absence. Permanent employees who are reemployed after one year shall accrue benefits as if they are new employees. Any unused and unpaid sick leave shall be reinstated upon reemployment.

610 Personnel Records

- A. General. The County maintains a personnel file on each employee. An employee's personnel file should contain only material that is necessary and relevant to the

administration of the County's personnel program. Personnel files are the property of the County and access to the information they contain is restricted.

B. Notifying County of Changes in Personnel Information. Each employee is responsible to promptly notify the Manager of Human Resources and Department Head of any changes in relevant personnel information including:

1. Legal Mailing address, residence address if different from mailing address, and email address if any;
2. Telephone and Cellular number, if any;
3. Persons to be contacted in case of emergency; and,
4. Number and names of dependants.

C. Medical Information.

1. Separate Confidential Files. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the American with Disabilities Act, the California Fair Employment and Housing Act and the California Confidentiality of Medical Information Act, and any other enacted federal or state laws.
2. Information in Medical Files. The County will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality in Medical Information Act and the Health Insurance Portability and Accountability Act. To enable the County to obtain certain medical information, the employee or the applicant may need to sign an Authorization for Release of Employee Medical Information.
3. Access to Medical Information. Access to employee or applicant medical information will be strictly limited to only those with a legitimate need to have such information for County business reasons. In the case of an employee with a disability, Managers, Supervisors, Department Heads, Risk Management, and Human Resources may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations, but may not be provided information about the medical condition unless authorized by state and federal law.

D. References and Release of Information in Personnel Files.

1. Public Information. Upon request, the County will release to the public information about its employees to the extent required by the Public Records Act. The County will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy.
2. Reference Checks. All requests from outside the County for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Director. Information will be released only if the employee signs an Authorization for Release of Employment Information on the

form provided by the Human Resources Director. Without such authorization, the following limited information will be provided:

- a. Date of employment;
- b. Date of departure,
- c. Job Classification upon departure, and,
- d. Salary upon departure.

Managers and Supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Director.

E. Employee Access to Personnel File.

1. Inspection of File. An employee may inspect his or her own personnel file at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Department Head or Human Resources Director to arrange an appointment. The review must be done in the presence of an employee who maintains the personnel file.
2. Copies. Upon request an employee is entitled to receive a copy of any employment - related document he or she has signed. An employee who wishes to receive such a copy should contact the Department Head or Human Resources Director.

620 Travel

The County shall establish and maintain a consistent travel policy for out-of-County travel applicable to all employees, management, and elected officials. The Director of Finance shall be responsible for timely travel reimbursement in accordance with the established policy. It is the responsibility of the Human Resources Department to maintain current documents regarding the travel policy.

630 Travel Authorization

- A. A completed travel request form shall be submitted to the County Administrative Office for all out-of-County travel requiring overnight accommodations. Department Heads may authorize travel for their respective employees in cases involving in-County and out-of-County travel not requiring overnight accommodations. Out-of-County travel is defined as travel outside of the geographic borders of Mono County and the contiguous northern territory of Inyo County bounded to the south by, and encompassing, the Bishop region.
- B. A completed travel request form shall be submitted to the County Administrative Officer as far in advance as possible of the anticipated date of the travel, but in no case less than seven days prior to the anticipated travel. All out-of-County travel requests shall initially be approved by the employee's Department Head or designee. Final approval shall be obtained from the County Administrative Officer, who may approve, deny or modify all proposed travel requests. Travel outside the states of California and Nevada must also be approved by the Board of Supervisors.

- C. If an emergency condition exists requiring the authorization of travel, a Department Head shall immediately notify the County Administrative Officer. If the County Administrative Officer is not available to authorize travel, the Department Head may authorize such travel, provided notification is given to the County Administrative Officer on the next available workday.
- D. Travel in County vehicles by persons other than County employees, clients, and contractors is not permitted unless specifically approved by the County Administrative Officer and Risk Manager in advance in writing.

640 Travel Reimbursement

- A. Unless otherwise specifically stated or provided by law, mileage reimbursement for authorized in-County and out-of-County travel where an employee uses his or her personal vehicle shall be at the current IRS rate. However, an employee who receives an automobile allowance shall not be reimbursed for any in-County mileage.
- B. Each County department is responsible for keeping travel and lodging costs within their individual travel budgets. Out-of-County travel involving overnight lodging shall be reimbursed for actual, reasonable and necessary lodging costs, in accordance with standard costs generally charged in the city or county visited. The lodging reimbursement is subject to approval by the Department Head and the Director of Finance.

Detailed justification must be provided when lodging reimbursement exceeding \$200 per night is being requested. After review, the Director of Finance may disapprove all or any portion of this request if he/she determines it to be unreasonable.

To be eligible for the lodging allowance, the employee must be authorized to travel to the designated area and must furnish a commercial lodging receipt for the day(s) of travel which indicates the location and cost of the lodging.

- C. Meal reimbursement rates and a meal reimbursement policy will be established by the Board of Supervisors and may be periodically adjusted, up or down, by the Board of Supervisors and/or pursuant to a specific Memorandum of Understanding.
- D. There shall be no reimbursement for in-County meals except under the following conditions and circumstances:
 - 1. Whenever an employee is temporarily assigned to an in-County job site and that assignment would require the employee to remain at the job site overnight.
 - 2. When a Department Head or designated representative is required to attend a County-related function which includes a meal as part of the function.
- E. The following expenses may be claimed for reimbursement if incurred in the performance of county business:
 - 1. Registration fees;

2. Parking fees;
 3. Ferry or bridge tolls;
 4. Bus or taxi fares.
- F. The following expenses will not be reimbursed:
1. Gratuities, with the exception of customary and usual gratuities associated with restaurant meals in an amount not to exceed 15% of the total meal cost prior to adding the gratuity, excluding any alcohol, provided that the gratuity is documented in a manner acceptable to the Finance Director;
 2. Personal services such as dry cleaning or laundry;
 3. Valet parking unless no self-parking is available;
 4. Room service charges;
 5. Alcoholic beverages.

650 Travel Advance

- A. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.
- B. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.
- C. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.
- D. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

660 Travel Claim Procedure

- A. Claims for expenses while traveling on official business must be submitted to the Director of Finance within thirty (30) days of the completion of the travel.
- B. Claims must include the following:
 1. A statement of the purpose for the trip and a copy of the agenda for conferences;
 2. The date and time the employee departed and the date and time the employee returned;

3. An itemized list of expenditures with corresponding receipts with the exception of meals in cases where the meal allowance is claimed as the reimbursement;
4. When a personal vehicle is used, a Map Quest statement of the round trip mileage.

670 Employer/Employee Relations Policy

- A. Statement of Purpose. This policy implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the County and its employee organizations. Nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This policy is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees, employee organizations and the County.

It is the purpose of this policy to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive County rights with respect to matters of general legislative or managerial policy, which include among others: the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

- B. Definitions. As used in this Resolution, the following terms shall have the meanings indicated:
1. Appropriate unit - a unit of employee classes or positions, established as set forth herein.
 2. County - County of Mono, and, where appropriate refers to the Board of Supervisors or any duly authorized County representative.
 3. Confidential Employee - means an employee who, in the course of his or her duties, has access to confidential information relating to the County's administration of employer-employee relations.

4. Consult/Consultation in Good Faith - to communicate orally or in writing with all affected employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to the impasse process.
5. Day - calendar day unless expressly stated otherwise.
6. Employee Relations Officer- the County Administrative Officer or his/her duly authorized representative, usually the Human Resources Director.
7. Exclusively Recognized Employee Organization - an employee organization which has been formally acknowledged by the County as the sole employee organization representing the employees in an appropriate representation unit, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
8. Impasse - means that the representatives of the County and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
9. Management Employee - an employee having responsibility for formulating, administering or managing the implementation of County policies and programs.
10. Proof of Employee Support - (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition.
11. Supervisory Employee - any employee having authority, in the interest of the County, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

C. Filing of Recognition Petition by Employee Organization. An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization

representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

1. Name and address of the employee organization.
2. Names and titles of its officers.
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the County.
5. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
6. A copy of the employee organization's constitution and bylaws.
7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.
9. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the County. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
11. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

D. County Response to Recognition Petition.

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

1. There has been compliance with the requirements of the Recognition Petition, and
2. The proposed representation unit is an appropriate unit.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she will so inform the petitioning employee organization, give written notice of such request for recognition to the employees in the unit and take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if the determination thereafter remains unchanged, will inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with Section L of this policy.

- E. Open Period for Filing Challenging Petition. Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section C. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit petitioning employee organizations will be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with this policy as set forth in Section H. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section L.
- F. Granting Recognition Without an Election. If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.
- G. Election Procedure. The Employee Relations Officer will arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this policy will be included on the ballot. The ballot will also reserve to employees the choice of representing themselves individually in their employment relations with the County. Employees entitled to vote in such election will be employees within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including

those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the County in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the County and by each employee organization appearing on the ballot.

H. Procedure for Decertification of Exclusively Recognized Employee Organization. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
4. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation

and information required under paragraph of this Section H, and otherwise conforms to the requirements of Section C.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section L. If the determination of the Employee Relations Officer is in the affirmative, or if a negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section G.

During the "open period" specified in the first paragraph of this Section, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Section, which the Employee Relations Officer shall act on in accordance with this Section.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

I. Policy and Standards for Determination of Appropriate Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the County and its compatibility with the primary responsibility of the County and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the County and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the County.
4. Effect of differing legally mandated impasse resolution procedures.

5. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
6. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Section B of this policy, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

Peace Officers may be required to be represented in separate units composed solely of such Peace Officers. These units shall not be represented by an organization that, directly or indirectly, is subordinate to any other employee organization which includes non-peace officers.

The Employee Relations Officer will, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer will be final.

- J. Procedure for Modification of Established Appropriate Units. Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section H. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section C will contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set herein. The Employee Relations Officer shall process such petitions as other Recognition Petitions.

The Employee Relations Officer may by his/her own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section I, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section L of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section C.

- K. Procedure for Processing Severance Requests. An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in Section J for modification requests.

- L. Appeals. An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition under Section C, Challenging Petition under Section E, Decertification Petition under Section H, Unit Modification Petition under Section J, or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition under Section H has not been filed in compliance with this policy may, within ten (10) calendar days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the Board of Supervisors for final decision within fifteen (15) calendar days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

An appeal to the Board of Supervisors shall be filed with the Clerk of the Board, and a copy thereof served on the Human Resources Director and the Employee Relations Officer. The Board of Supervisors shall commence to consider the matter within thirty (30) calendar days of the filing of the appeal. The Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board of Supervisors on the use of such procedure, and/or any decision of the Board determining the substance of the dispute, shall be final and binding.

- M. Submission of Current Information by Recognized Employee Organizations. All changes in the information filed with the County by an Exclusively Recognized Employee Organization set forth in its Recognition Petition under Section C of this Section shall be submitted in writing to the Employee Relations Officer within fourteen (14) calendar days of such change.
- N. Employee Organization Activities -- Use of County Resources. Access to County work locations and the use of County paid time, facilities, equipment and other resources by employee organizations and those representing them shall be: (1) authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures; (2) limited to lawful activities consistent with the provisions of this Section that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections; and, (3) shall not interfere with the efficiency, safety and security of County operations.
- O. Administrative Rules and Procedures. The County Administrative Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this policy after consultation with affected employee organizations.
- P. Initiation of Impasse Procedures. If the meet and confer process has reached impasse as defined in Section B.8 of this policy, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

1. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
2. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Q. Impasse Procedures.

Impasse procedures are as follows:

1. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
2. If the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the impasse to fact-finding.
3. If the parties agree on fact-finding, they may agree on the appointment of one or more fact-finders. If they fail to so agree on one or more fact-finders, a fact-finding panel of three (3) shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the Exclusively Recognized Employee Organization, and those two shall name a third, who shall be the chairperson. If they are unable to agree upon a third, they shall select by agreement the third member from one or more lists of seven (7) names of individuals having fact-finding experience in the municipal sector to be provided by the California State Mediation and Conciliation Service.
4. The following constitute the jurisdictional and procedural requirements for fact-finding:
 - a. The fact-finders shall consider and be guided by applicable federal and state laws.
 - b. Subject to the stipulations of the parties, the fact-finders shall determine and apply the following measures and criteria in arriving at their findings and recommendations:
 - (1) First, as relevant to the issues in dispute, the fact-finders shall compare the total compensation, hours and conditions of employment of the employees involved in the fact-finding proceeding with the total compensation, hours and conditions of employment of other employees performing similar services in public and private employment in the same and comparable communities. "Total compensation" shall mean all wage compensation, including but not limited to premium, incentive, standby, out-of-class and deferred pay; all paid leave time; all allowances, including but not limited to educational and uniform

benefits; and employer payments for all health, welfare and pension benefits.

- (2) The fact-finders shall then adjust the results of the above comparisons based on the following factors:

The compensation necessary to recruit and retain qualified personnel.

Maintaining compensation relationships between job classifications and positions within the County.

The pattern of change that has occurred in the total compensation of the employees in the unit at impasse as compared to the pattern of change in the average "consumer price index" for goods and services, and the pattern of change in wages and compensation of other wage earners.

- (3) The fact-finder(s) shall then determine preliminary recommendations based on the comparisons as adjusted above which, however, shall be reduced as appropriate based on the financial resources of the County to implement them. In assessing the County's financial resources, the fact-finder(s) shall be bound by the following:

Other legislatively determined and projected demands on agency resources, i.e., budgetary priorities as established by the governing body; and

Allowance for equitable compensation increases for other employees and employee groups for the corresponding fiscal period(s); and

Revenue projections not to exceed currently authorized tax and fee rates for the relevant fiscal year(s); and

Assurance of sufficient and sound budgetary reserves; and

Constitutional, statutory (and charter) limitations on the level and use of revenues and expenditures.

- c. The fact-finders shall make written findings of fact, and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria, adjustments, and limitations specified above. Any member of a fact-finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization.

5. If these parties have not resolved the impasse within ten (10) calendar days after service of the findings and recommendations upon them, the fact-finder or the chairperson of the fact-finding panel shall make them public by submitting them to the Human Resources Director for consideration by the Board of Supervisors in connection with the Board's legislative consideration of the impasse.
 6. If the parties did not agree on mediation or the selection of a mediator and did not agree on fact-finding, or having so agreed, the impasse has not been resolved, the Board of Supervisors may take such action regarding the impasse as it in its discretion deems appropriate as in the public interest. Any legislative action by the Board on the impasse shall be final and binding.
- R. Costs of Impasse Procedures. The cost for the services of a mediator and fact-finder or chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the County and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.

PARAMEDIC I-II

DEFINITION

To render skilled and technical life saving techniques to those in need of assistance; and to operate and maintain assigned rescue vehicle and decentralized ambulance station.

DISTINGUISHING CHARACTERISTICS

Incumbents in the Paramedic I classification are in possession of full Paramedic Certification from the State of California and ICEMA, but have less than 1 year of experience working as a Paramedic.

Incumbents in the Paramedic II classification have at least 1 year of experience as a Paramedic I, including at least 6 months full-time employment as an EMT or Paramedic with Mono County.

REPORTS TO

Paramedic Chief or Station Captain

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction to other medical first responders.

EXAMPLES OF DUTIES

DAILY FUNCTIONS AND DUTIES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- Working at assigned station with one partner on a twenty-four hour shift.
- Provide Basic Life Support and/or Advanced Life Support treatment to victims, in accordance with California State and ICEMA Region Paramedic Scope of Practice.
- Performs necessary medical treatment and assists in patient extrication from vehicles involved in traffic collisions or accidents.
- Complete run paperwork in a timely and accurate manner.
- Responds into back country by foot, vehicle, helicopter or by whatever means necessary to render treatment.
- Operates rescue unit in presence of inclement weather, road closures, and possible avalanche danger
- Responds to the fire scene to treat victims of fire, explosion, or building collapse

- Performs over-the-side rescues of victims as trained
- Performs ice rescue of victims as trained
- Voluntary assistance with exterior-only fire duties (see below) .

PHYSICAL TASKS & ENVIRONMENTAL CONDITIONS:

Physical strength to lift and carry heavy objects; bend, stoop, kneel, crawl; swim and stay afloat in water; withstand a variety of environmental factors including working in the heat or cold, confined spaces, on ladders/scaffolds, slippery/uneven surfaces, moving heavy objects/vehicles; work irregular hours; exposure to toxic environments

DESIRABLE QUALIFICATIONS:

Knowledge of:

- EMT-Paramedic Scope of Practice as defined and required by the State of California
- BLS and ALS protocols as required by the local certifying agency (ICEMA)
- Cardiopulmonary resuscitation (CPR)
- Emergency medical techniques
- Rescue techniques
- Defensive driving
- Vehicle and equipment maintenance
- Recordkeeping procedures and methods of documentation

Ability and willing to:

- Perform functions of the local EMS Agency EMT-Paramedic Scope of Practice
- Become certified as a CPR Instructor or other technical instruction as identified and outlined by the Teaching Stipend policy and approved by the department head
- Learn the geography of the local area
- Think and act quickly in emergencies
- Judge situations and people accurately
- Understand and carry out oral and written directions
- Prepare concise written reports and complete all required clerical duties
- Work safely under hazardous conditions
- Maintain vehicle and all equipment
- Work harmoniously with partners and those contacted in the course of work
- Necessary call
- Follow directions from supervising personnel

Training and Experience

Paramedic I:

Successful completion of an Accredited Paramedic School (The ability to obtain a valid license from ICEMA within 60 days of employment)

Paramedic II:

Requirement for Paramedic I and a minimum of 1 year of experience as a Paramedic I, including at least 6 months full-time employment with the Mono County paramedics. (Possession of valid Paramedic license from ICEMA and successful completion of a written Paramedic II exam)

Special Requirements:

- Possession of valid Paramedic License from the State of California; and
- Possession of a valid Driver's license
- Possession of a valid Ambulance Driver's certificate
- Possession of a valid Advanced Cardiac Life Support card from the American Heart Association
- Possession of a valid Basic Life Support Provider card from the American Heart Association
- Ability to pass extensive criminal background check

Fire-Fighting:

Paramedics may respond with local fire departments as a mutual aid resource. Mono County does not require or expect that paramedics be certified in fire-fighting skills nor that they utilize such skills as part of their jobs. Nevertheless, if a paramedic happens to possess such skills and wishes to utilize them at a fire scene, then the paramedic may, upon arrival at the scene, report to the Incident Commander for duty assignment, with the understanding that primary responsibility for responding medical units is to administer medical treatment and/or remain available for medical assignments. A paramedic will not do interior fire fighting, nor extraction of victims from the interior of a burning structure, at anytime but can assist on the outside of a fire scene. Subject to the foregoing limitations, paramedics with fire-fighting skills are allowed to perform fire-fighting duties within the scope of their training at the discretion of the Incident Commander. Mono County is not responsible for the cost of any fire-fighting training but will work with local fire departments that wish to provide this training at no cost to the County. Such training for fire-fighting activities may be approved by the EMS Chief.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Economic Development
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes	PERSONS APPEARING BEFORE THE BOARD	Ralph Lockhart, June Lake Revitalization Committee; Jeff Simpson, Economic Development
SUBJECT	June Lake Winter Campaign Update		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation by Ralph Lockhart, June Lake Revitalization Committee and Jeff Simpson, Economic Development staff regarding an update on the June Lake Winter 2013 Campaign.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

LUNCH

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History	Time	Who	Approval
	12/10/2012 2:34 PM	County Administrative Office	Yes
	12/11/2012 11:40 AM	County Counsel	Yes
	12/10/2012 3:41 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS	HR		
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Julie M. Tiede
SUBJECT	Request to Re-Allocate Position and Fill Said Position		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Request to re-allocate vacant FTS I/II position to an Eligibility Worker I/II and fill Eligibility Worker position.

RECOMMENDED ACTION:

Approve the Department of Social Services's to re-allocate the existing vacant FTS I/II position to an Eligibility Worker I/II and fill such vacant position.

FISCAL IMPACT:

There is no new additional cost to the County. Both the FTS I/II and Eligibility Worker I/II start at Range 51 Step A. Accordingly this cost was budgeted for Fiscal Year 12-13. The annual salary and benefits are estimated at \$67,736.00 (Salary, \$34,896.00, Benefits, \$32,840.00). At an estimated 8.5% County share of costs, the General Fund cost for this position is \$5,758.00 annually.

CONTACT NAME: Julie M. Tiede

PHONE/EMAIL: 760-924-1790 / jtiede@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
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32 DAYS PRECEDING THE BOARD MEETING

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MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
11/30/2012 5:04 PM	County Administrative Office	Yes
12/11/2012 11:44 AM	County Counsel	Yes
11/26/2012 1:42 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P.O. Box 576 • Bridgeport • California • 93517-0576

JULIE TIEDE
Director


BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431

Staff Report



TO: Mono County Board of Supervisors

FROM: Julie Tiede, Director of Social Services 

DATE: November 26, 2012

SUBJECT: Approval to re-allocate position and fill position

DISCUSSION:

The Mono County Department of Social Services is requesting to re-allocate a vacant FTS I/II position to an Eligibility Worker I/II and to fill that position. Throughout the last several years the Department of Social Services has made certain organizational changes that has strengthened the it's fiscal section and made the current FTS I/II unnecessary for the successful operations of the fiscal section. In light of the numerous reforms and changes that will be facing the Eligibility function of Social Services it appears appropriate to re-allocate the fiscal position to that of an Eligibility Worker. Some of the changes that will be facing Eligibility in the near future are the transfer of Healthy Families to Medi-care, Health Care Reform, as well as a continued struggling economy in the community. Each of these issues are expected to increase the Eligibility work load beyond what would be considered reasonable for the current staffing levels. It is believed re-allocating this position will allow eligibility to perform at a level of services that both the County and the Community are entitled to expect. Both the FTS I/II and the Eligibility Worker I/II are at the same step and range so there will be no additional costs.

FISCAL IMPACT:

There is no new additional cost to the County. Both the FTS I/II and Eligibility Worker I/II start at Range 51 Step A. Accordingly this cost was budgeted for Fiscal Year 12-13. The annual salary and benefits are estimated at \$67,736.00 (Salary, \$34,896.00, Benefits, \$32,840.00). At an estimated 8.5% County share of costs, the General Fund cost for this position is \$5,758.00 annually.

RECOMMENDATION:

To approve the Department of Social Services' re-allocating the existing vacant FTS I/II position to an Eligibility Worker I/II and to fill such re-allocated position.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Probation
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Karen Humiston, CPO
SUBJECT	Approval to Advertise for a Deputy Probation Officer III Position		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Currently the Probation office has a vacant Deputy Probation Officer III position, which was filled from 2006 to 2012. The current Probation staff is Deputy Probation Officers I/II and with the resignation of the Assistant Chief Probation officer, there is a need for a high level officer. This is a critical position needed by Probation because this position investigates the more difficult cases of juvenile delinquency and provides lead direction and work coordination for other probation and support staff.

RECOMMENDED ACTION:

Approval by the Board of Supervisors to recruit and fill this position as a Deputy Probation Officer III.

FISCAL IMPACT:

Cost for the remainder of FY 12-13 is \$60,738.65, of which \$25,650.00 is salary; \$19,986.90 is the employer portion of PERS and \$15,101.75 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$99,465.48, of which \$51,300.00 is salary, \$13,335.99 is the employer portion of PERS, and \$34,829.49 is the cost of benefits.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
12/3/2012 12:29 PM	County Administrative Office	Yes
12/11/2012 11:35 AM	County Counsel	Yes
12/3/2012 12:15 PM	Finance	Yes

TO: Mono County Board of Supervisors

FROM: Jim Arkens, CAO/Director of Human Resources
Karin Humiston, Chief Probation Officer

DATE: November 2, 2012

SUBJECT: Approval to recruit and fill Deputy Probation Officer III position in Probation

DISCUSSION:

Currently the Probation office has a vacant Deputy Probation Officer III position, which was filled from 2006 to 2012. The current Probation staff is Deputy Probation Officers I/II and with the resignation of the Assistant Chief Probation officer, there is a need for a high level officer. This is a critical position needed by Probation because this position investigates the more difficult cases of juvenile delinquency and provides lead direction and work coordination for other probation and support staff.

Your approval is requested to recruit and fill this position as a Deputy Probation Officer III. Below are some of the duties for this position:

- Provides lead direction, training and work coordination for other Deputy Probation Officers and support staff;
- Performs administrative duties as delegated by the Chief Probation Officer;
- May serve as Chief Probation Officer in the Chief's absence;
- Receive adult and juvenile cases assigned by supervisor;
- Conducts an inquiry into the nature of the reported offenses or conduct of the client and the circumstances surrounding it;
- Interviews clients regarding the charges against them and develops family history and background information;
- Interviews client's families, victims and interested individuals to determine the nature of their environmental, employment, financial or marital issues;
- May talk to the referring law enforcement officer about the case;
- Prepares and submits a court report outlining pertinent information and recommending an appropriate sentence;
- Presents the report in court and answers the judge's questions concerning the case;
- Receives adult and juvenile cases assigned;
- Develops a plan for making regular contacts with the probationer and providing counsel, guidance, and support.
- Monitors behavior to determine compliance with conditions of probation.

This position is budgeted for in the FY 12-13 budget.

Salary Range 59: \$4,250 - \$5,166

FISCAL IMPACT: Cost for the remainder of FY 12-13 is \$60,738.65, of which \$25,650.00_ is salary; \$19,986.90 is the employer portion of PERS, and \$15,101.75 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$99,465.48_, of which \$51,300.00 is salary; \$13,335.99 is the employer portion of PERS, and \$_34,829.49_ is the cost of the benefits.

If there are any questions regarding this item, please contact Jim Arkens at 760-932-5414.

Thank you,

Submitted by: _____ Date: _____

Jim Arkens, County Administrative Officer/Director of Human Resources



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	District Attorney
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Tim Kendall/DA
SUBJECT	Employment Contract		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution approving a contract for a new deputy district attorney and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Adopt proposed resolution #r12-_____, approving a contract for a new deputy district attorney and prescribing the compensation, appointment and conditions of said employment.

FISCAL IMPACT:

Approximate cost for the remainder of FY 12-13 is \$79557.83 of which \$50646.00 is salary; \$9536.55 is the employer portion of PERS, and \$19375.28 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$161312.72, of which \$101292.00 is salary; \$20286.49 is the employer portion of PERS, and \$39734.23 is the cost of the benefits.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: (760) 932-5560 / tkendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff DA](#)

 [DA resolution](#)

 [DA contract generic](#)

History

Time	Who	Approval
12/11/2012 6:44 AM	County Administrative Office	Yes
12/12/2012 4:53 PM	County Counsel	Yes
12/12/2012 3:31 PM	Finance	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
Sierra Center Mall, P.O. Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

TO: Honorable Board of Supervisors
FROM: Tim Kendall, District Attorney
DATE: December 5, 2012

Subject

Employment Contract – Proposed Resolution approving an employment agreement for a Deputy District Attorney I or a Deputy District Attorney II position, depending on level of experience. Prescribe compensation and conditions of said employment.

Recommendation

Approve an employment agreement for the a Deputy District Attorney I or a Deputy District Attorney II position, depending on experience and prescribing the compensation, benefits, and conditions of said employment.

Discussion

The Board previously approved the recruiting and hiring of a Deputy District Attorney I position or a Deputy District Attorney II position based on the resignation of Deputy District Attorney Jeremy Ibrahim. The District Attorney is now asking the Board to approve an employment contract for the Deputy District Attorney I or Deputy District Attorney II position which will fill this vacancy. Employment Contract to be effective beginning January 2, 2013. The fiscal impact shown below reflects the greatest fiscal impact which would be for the Deputy District Attorney II position.

Fiscal Impact

Approximate cost for the Deputy District Attorney II position for the remainder of FY 12-13 is \$79557.83 of which \$50646.00 is salary; \$9536.55 is the employer portion of PERS, and \$19375.28 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$161312.72, of which \$101292.00 is salary; \$20286.49 is the employer portion of PERS, and \$39734.23 is the cost of the benefits.



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RESOLUTION NO. R12-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH _____ AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of _____ a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of _____. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2012, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Vikki Magee Bauer, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT RE EMPLOYMENT
OF _____**

This Agreement is entered into this 18th day of December, 2012, by and between _____ and the County of Mono.

I. RECITALS

The County wishes to employ _____ as a Deputy District Attorney I/II on a full-time basis on the terms and conditions set forth in this Agreement. _____ wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 18, 2012, until December 18, 2014, unless earlier terminated by either party in accordance with this Agreement. The County shall notify _____ in writing no later than June 18, 2014, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, _____ shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies _____ that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to _____ as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Commencing January 2, 2013, _____ shall be employed by Mono County as a Deputy District Attorney I/II, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. _____ accepts such employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to _____'s employment.
3. Effective January 2, 2013, _____'s salary shall be \$_____ per month. During each calendar year commencing with 2014, the Board of Supervisors may increase or decrease _____'s then-current salary in its discretion; provided, however, that the Board shall not decrease his salary by more than two percent (2%) during any one calendar year. In exercising its discretion to increase or decrease _____'s salary, the Board may consider the survey and cost-of-living-adjustment principles of the County's management

compensation policies (most recently amended by Board Resolution R10-74), but _____'s salary and compensation shall not be formally governed by such policies and thus, among other things, he shall not be eligible at any time to receive "performance pay" under those policies. _____ understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County.

4. _____ shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. _____ understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.
5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for _____'s full participation in applicable professional associations, or for his continued professional growth and for the good of the County. To the extent not inconsistent with the foregoing or any other provision of this Agreement, _____ shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (2% at 62 in accordance with the California Public Employees' Pension Reform Act of 2013 Note: Employees hired within six months of leaving previous public employer with pension system reciprocity are not considered new and may be eligible for plan in effect at new employer on December 31, 2012 which is 2.5% @ 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. (Note: Employees hired within six months of leaving previous public employer with pension system reciprocity are not considered new and may be eligible for plan in effect at new employer on December 31, 2012 which is 2.5% @ 55.) Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R11-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.

6. _____ understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should _____ cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should _____'s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

7. Consistent with the "at will" nature of _____'s employment, the District Attorney may terminate _____'s employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. _____ understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his discretion, take during _____'s employment.

8. In the event that such a termination without cause occurs after January 2, 2014, (i.e., after the first twelve months of employment), _____ shall receive as severance pay a lump sum equal to three months' salary or, to the extent that fewer than three full calendar months remain (as of that effective date) before this Agreement would have expired, _____ shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, _____ shall receive severance pay equal to three months' salary in the event that termination occurs after the County has notified _____ that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In such a renewed agreement, the parties intend

to increase _____'s severance pay to six months' salary. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).

9. Notwithstanding the foregoing, _____ shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives his notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. _____ shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
10. _____ may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. _____ shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
11. This Agreement constitutes the entire agreement of the parties with respect to the employment of _____.
12. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of _____'s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that _____'s sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
13. _____ acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. _____ further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be

represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of December 18, 2012.

THE COUNTY OF MONO

By: Vikki Bauer, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Ambulance Paramedics
ADDITIONAL DEPARTMENTS	Public Health, Administration		
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Lynda Salcido/Jim Arkens
SUBJECT	Approval of Emergency Medical Services Manager Position		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Request to authorize the position of EMS Manager to oversee the operations of the Mono County EMS Program, under direction of the Public Health Director/EMS Director. Since the retirement of Mark Mikulicich, Fire & Paramedic Rescue Chief, in August, 2011, the oversight of this program has been assumed by Lynda Salcido, Public Health Director. This arrangement, while adequate, has not been ideal in that there are many areas of the program that require a higher degree of oversight and management. It is proposed to authorize the position of EMS Manager, reporting to the Public Health Director/EMS Director, to take on these responsibilities.

RECOMMENDED ACTION:

Authorize and approve the position of a full time Emergency Medical Services Manager for the County EMS Program.

FISCAL IMPACT:

The position would be At-Will. Salary and benefits are estimated to be \$125,778 of which \$75,000 is salary, \$15,210 is the employer portion of PERS, and \$35,568 is benefits. This amount would be paid for out of the General Fund within the Paramedic Budget. The mid-year budget will reflect this position. The annual salary of the former Fire & Paramedic Rescue Chief position was \$113,000 excluding benefits.

CONTACT NAME: Lynda Salcido/Jim Arkens

PHONE/EMAIL: 760-924-1842 / lsalcido@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [EMS Mgr Staff](#)

History

Time	Who	Approval
12/10/2012 3:42 PM	County Administrative Office	Yes
12/11/2012 11:35 AM	County Counsel	Yes
12/10/2012 4:01 PM	Finance	Yes

COUNTY of MONO

PARAMEDIC FIRE RESCUE DIVISION
P.O. BOX 476
Bridgeport, CA 93517
(760) 924-1842 Fax (760) 924-1831



Date: December 10, 2012

TO: Board of Supervisors

FROM: Lynda Salcido, Public Health Director/EMS Director

SUBJECT: Approval of Emergency Medical Services Manager Position

Discussion:

Request to authorize the position of an EMS Manager to oversee the operations of the Mono County EMS Program, under direction of the Public Health Director/EMS Director. Since the retirement of Mark Mikulicich, Fire & Paramedic Rescue Chief, in August, 2011, the oversight of this program has been assumed by Lynda Salcido, Public Health Director. This arrangement, while adequate, has not been ideal in that there are many areas of the program that require a higher degree of oversight and management. It is proposed to authorize the position of EMS Manager, reporting to the Public Health Director/EMS Director, to take on these responsibilities.

Fiscal Impact:

The position would be At Will with the annual estimated cost to be: Salary and benefits of \$125,778 of which \$75,000 is salary with \$35,568 in benefits and \$15, 210 in PERS. This amount would be paid for out of the General Fund within the Paramedic Budget. The mid-year budget will reflect this position.

Review:

This request has been reviewed by the County CAO. If you have any questions, please contact Lynda Salcido, at 760-924-1842.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Human Resources
ADDITIONAL DEPARTMENTS	Finance		
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Jim Arkens
SUBJECT	Employment contract for Rosemary Glazier		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution approving a two year contract with Rose Glazier as Assistant Director of Finance/Treasurer-Tax Collector, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Adopt proposed resolution #R12-_____, approving a two year contract with Rose Glazier as Assistant Director of Finance/Treasurer-Tax Collector, and prescribing the compensation, appointment and conditions of said employment. Provide any desired direction to staff.

FISCAL IMPACT:

Cost for the remainder of FY 12-13 is \$77,507 of which \$55,026 is salary; \$10,463 is the employer portion of PERS, and \$12,017 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$155,160, of which \$110,052 is salary; \$21,072 is the employer portion of PERS, and \$24,035 is the cost of the benefits.

CONTACT NAME: Brian Muir

PHONE/EMAIL: (760) 932-5494 / bmuir@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

[Employment Contract](#)

History

Time	Who	Approval
12/7/2012 2:17 PM	County Administrative Office	Yes
12/11/2012 11:39 AM	County Counsel	Yes
12/6/2012 4:22 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Email: jarkens@mono.ca.gov

Jim Arkens
County Administrative Officer

November 1, 2012

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Jim Arkens, County Administrative Officer/Director of Human Resources

Subject: Approval of employment contract for Rosemary Glazier

Recommended Action:

Adopt resolution # 12-__ approving a 2-year contract with Rosemary Glazier

Discussion:

The approval of this contract allows Ms. Glazier to continue to serve Mono County as a Assistant Director of Finance effective December 18, 2012. In her previous employment with Mono County, Ms. Glazier has served the County as Assistant Treasurer-Tax Collector from May, 2003 until January, 2007 at which time she served as Assistant Director of Finance: Treasurer-Tax Collector to the current date.

Fiscal Impact:

Cost for the remainder of FY 12-13 is \$77,507 of which \$55,026 is salary; \$10,463 is the employer portion of PERS, and \$12,017 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$155,160, of which \$110,052 is salary; \$21,072 is the employer portion of PERS, and \$24,035 is the cost of the benefits.

If there are any questions regarding this item, please contact Jim Arkens at 760-932-5414.

Thank you,

Submitted by: _____ Date: _____
Jim Arkens, County Administrative Officer/Director of Human Resources



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RESOLUTION NO. R12-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH ROSE GLAZIER
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Rose Glazier a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Rose Glazier. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2012, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____, Clerk of the Board
_____, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF ROSEMARY GLAZIER

This Agreement is entered into this 18th day of December, 2012, by and between Rosemary Glazier and the County of Mono.

I. RECITALS

The County wishes to continue to employ Rosemary Glazier as the Assistant Director of Finance/Treasurer-Tax Collector on a full time basis on the terms and conditions set forth in this Agreement. Ms. Glazier wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 18, 2012 until December 18, 2014 unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Glazier in writing no later than June 18, 2014, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Glazier shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Glazier that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Glazier as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Ms. Glazier shall continue to be employed by Mono County as the Assistant Director of Finance/Treasurer-Tax Collector, serving at the will and pleasure of the Director of Finance in accordance with the terms and conditions of this Agreement. Ms. Glazier accepts such employment. The Director of Finance shall be deemed the "appointing authority" for all purposes with respect to Ms. Glazier's employment.
3. Ms. Glazier's salary shall continue to be \$8,710 per month. Any subsequent increases in Ms. Glazier's salary shall be based solely on the County's management compensation policies, as the same may be amended from time to time and unilaterally implemented by the County. Ms. Glazier understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County.

4. Ms. Glazier shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Glazier understands that said merit leave does not does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: This Agreement does not add to or take away from the 80 hours of Merit Leave that Ms. Glazier was already entitled to earn for calendar year 2012 under her current agreement, nor does it add to or take away from the current earning rate and accrual of Ms. Glazier's vacation and sick leave to which Ms. Glazier was entitled under her current agreement.)
5. To the extent deemed appropriate by the Director of Finance, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Glazier's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Glazier shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R11-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Ms. Glazier understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Glazier cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any

additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Glazier's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Ms. Glazier's employment, the Director of Finance may terminate Ms. Glazier's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Glazier understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director of Finance may, in his sole discretion, take during Ms. Glazier's employment.
9. On or before the effective date of any such termination during the term of this Agreement, however, Ms. Glazier shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Glazier shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Glazier shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Glazier that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).
10. Notwithstanding the foregoing, Ms. Glazier shall not be entitled to any severance pay in the event that the Director of Finance has grounds to discipline her on or about the time he gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section

2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Glazier shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.

11. Ms. Glazier may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Glazier shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Glazier. It specifically supersedes prospectively the employment agreement dated December 15, 2009. Consistent with Ms. Glazier's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Glazier may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Glazier's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Glazier's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Glazier's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Ms. Glazier acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Glazier further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of December 18, 2012.

ROSEMARY GLAZIER

THE COUNTY OF MONO

By: Vikki Bauer, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	County Administrative Office
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Jim Arkens
SUBJECT	Fiscal & Technical Specialist III Position in Administrative Office		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider potential recruitment and hiring for FTS III position to be vacated this month in the County Administrator's office due to a retirement.

RECOMMENDED ACTION:

Authorize recruitment and hiring for FTS III position in the County Administrator's office.

FISCAL IMPACT:

Approximate cost for the remainder of FY 12-13 is \$40,645 of which \$21,252 is salary; \$4,052 is the employer portion of PERS, and \$15,341 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$81,290, of which \$42,504 is salary; \$8,104 is the employer portion of PERS, and \$30,682 is the cost of the benefits.

CONTACT NAME: Jim Arkens

PHONE/EMAIL: (760) 932-5414 / jarkens@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
12/10/2012 3:42 PM	County Administrative Office	Yes
12/11/2012 11:39 AM	County Counsel	Yes
12/10/2012 3:22 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Jim Arkens

County Administrative Officer/Human Resources Director

760.932.5414 / 760.934.1703

Date: December 18, 2012

To: Honorable Board of Supervisors

From: Jim Arkens, County Administrative Officer

Subject: Fiscal & Technical Specialist III Position in Administrative Office

Recommended Action:

Authorize recruitment and hiring for position to be vacated this month due to a retirement

Fiscal Impact:

Approximate cost for the remainder of FY 12-13 is \$40,645 of which \$21,252 is salary; \$4,052 is the employer portion of PERS, and \$15,341 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$81,290, of which \$42,504 is salary; \$8,104 is the employer portion of PERS, and \$30,682 is the cost of the benefits.

Discussion:

This position provides the sole fiscal and clerical support for the County Administrator.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	County Administration		
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Brian Muir
SUBJECT	Fiscal & Technical Specialist IV Position in Finance Department		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider potential recruitment and hiring for FTS IV position in the Finance Department to be vacated this month due to a lateral transfer to the Assessor's office resulting from a retirement.

RECOMMENDED ACTION:

Authorize recruitment and hiring for FTS IV position in the Finance Department.

FISCAL IMPACT:

Approximate cost for the remainder of FY 12-13 is \$43,829 of which \$23,460 is salary; \$4,473 is the employer portion of PERS, and \$15,896 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$87,659 of which \$46,920 is salary; \$8,946 is the employer portion of PERS, and \$31,793 is the cost of the benefits.

CONTACT NAME: Brian Muir

PHONE/EMAIL: (760) 932-5414 / bmuir@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
12/10/2012 3:42 PM	County Administrative Office	Yes
12/11/2012 11:40 AM	County Counsel	Yes
12/10/2012 3:22 PM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5490 • FAX (760) 932-5491

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Brian Muir
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: December 18, 2012
To: Honorable Board of Supervisors
From: Brian Muir, Director of Finance
Subject: Fiscal & Technical Specialist IV Position in Finance Department

Recommended Action:

Authorize recruitment and hiring for position to be vacated this month due to a lateral transfer to the Assessor's office resulting from a retirement

Fiscal Impact:

Approximate cost for the remainder of FY 12-13 is \$43,829 of which \$23,460 is salary; \$4,473 is the employer portion of PERS, and \$15,896 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$87,659 of which \$46,920 is salary; \$8,946 is the employer portion of PERS, and \$31,793 is the cost of the benefits.

Discussion:

This position processes County claims and issues payments.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 18, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Board of Supervisors
SUBJECT	Resolution of Appreciation		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider and potentially a approve resolution thanking a departing employee for their service.

RECOMMENDED ACTION:

Approve resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval

11/20/2012 6:05 PM	County Administrative Office	Yes
12/11/2012 11:44 AM	County Counsel	Yes
11/19/2012 3:47 PM	Finance	Yes