

Cleveland County Board of Commissioners
September 18, 2018

The Cleveland County Board of Commissioners met in a regular session on this date, at the hour of 6:00 p.m. in the Commission Chamber of the Cleveland County Administrative Offices.

PRESENT: Eddie Holbrook, Chairman
Susan Allen, Commissioner
Johnny Hutchins, Commissioner
Ronnie Whetstine, Commissioner
Doug Bridges, Commissioner
Brian Epley, County Manager
Elliot Engstrom, Senior Staff Attorney
Phyllis Nowlen, Clerk to the Board
Kerri Melton, Assistant County Manager
Allison Mauney, Human Resources Director
Chris Green, Tax Administrator
Shane Fox, Chief Financial Officer
Clifton Philbeck, Board of Elections Director
Lorie Poston, E-911 Communications Director
Alan Norman, Sheriff

CALL TO ORDER

Chairman Holbrook called the meeting to order and Commissioner Hutchins provided the invocation and led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, ***approve the agenda with the following addition:***

6. Community Support for the American Legion World Series

CITIZEN RECOGNITION

No citizen registered to speak.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes of the ***September 4, 2018 regular meetings***, in Board Members packets.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Allen, and passed unanimously by the Board to, ***approve the minutes as written.***

TAX COLLECTOR'S MONTHLY REPORT

The Tax Collector provided Commissioners with the following detailed written report regarding taxes collected during ***August 2018.***

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Allen, and unanimously adopted by the Board, *to approve the Abatements and Supplements and Pending Refunds/Releases as submitted by the Tax Assessor.*

ORDER OF COLLECTION

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Allen, and unanimously adopted by the Board, *to approve the Order of Collection.*



CLEVELAND COUNTY

Offices of the
BOARD OF COMMISSIONERS
COUNTY MANAGER
COUNTY ATTORNEY
COUNTY CLERK




State of North Carolina
County of Cleveland
Order of Collection

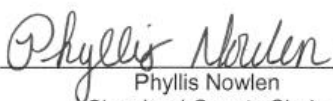
To Necole' Richard, Tax Collector:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records for the year 2018, and all taxes outstanding for tax years 2008 through 2017, as filed in the office of the Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in Cleveland County and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, and to use or cause to be used, all remedies provided by law.

Adopted this, the 18th day of September, 2018.


Eddie Holbrook, Chair
Cleveland County Board of Commissioners

Attest:


Phyllis Nowlen
Cleveland County Clerk

SHERIFFS OFFICE: BUDGET AMENDMENT (BNA #010)

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Allen, and unanimously adopted by the Board to, *approve the following budget amendment:*

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.441.4.810.00		Sheriff's Office/Donations-Contributions	\$15,200.00	
010.441.5.790.00		Sheriff's Office/Donations-Contributions	\$15,200.00	

Explanation of Revisions: Request to budget \$15,200 in donated funds received for the purchase of two thermal imagers.

TACC: BUDGET AMENDMENT (BNA #011)

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Allen, and unanimously adopted by the Board to, *approve the following budget amendment:*

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.497.4.350.00	08300-P432	3 rd Party Grants/State Grants	\$30,708.00	
010.497.5.700.00	08300-P432	3 rd Party Grants/State Grants	\$30,708.00	

Explanation of Revisions: Budget \$30,708 in grant award verses the original budget from the NCDOT for the 2019 Rural Operating Assistance Program (ROAP) funds.

LEGAL: EASEMENT FOR CITY OF SHELBY WATERLINE FOR CLEVELAND COUNTY FAIR

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Allen, and unanimously adopted by the Board to, ***approve the easement for the City of Shelby waterline on the Cleveland County Fairgrounds property.***

5
RECORDING FEE \$ 26⁰⁰
County Manager's office

Doc No: 200018261
Recorded: 09/21/2018 01:02:17 PM
Fee Amt: \$26.00 Page 1 of 5
Transfer Tax: \$0.00
Cleveland County North Carolina
Betsy S. Harnage, Register of Deeds
BK 1776 PG 1232 - 1236 (5)

NORTH CAROLINA

EASEMENT FOR UTILITIES

CLEVELAND COUNTY

THIS DEED OF EASEMENT made this 18th day of September 2018, By and between
Cleveland County GRANTOR(S) Hereafter, collectively, "OWNER(S)" and
The City of Shelby, North Carolina, GRANTEE, hereafter "GRANTEE";

WITNESSETH:

Owner(s) certifies they are all of the owners of certain real estate, hereafter referred to as "easement premises" described on **Exhibit A** to this instrument; and the Parties have agreed it is in their best interests for Owner to grant and Grantee to accept a **permanent easement** in the easement premises for the purposes stated herein below;

THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, **the parties agree** as follows:

1. Grant. Owner hereby grants and conveys to Grantee a **permanent easement** in and upon the easement premises in the area described on **Exhibit A** to this instrument and attached hereto. Such area is hereafter referred to as the "easement area". The following rights are also granted: the right, but not the obligation, to clear the easement area and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement area which might interfere with or fall upon the lines or systems of the Grantee; and the right to relocate said facilities, systems of communications or related services on said lands to conform to any future highway relocation, widening, or improvements.

2. Purpose. The Grantee and its assignees, if any, are hereby further granted the right within the easement area to construct, operate, maintain, improve, modify, replace, or abandon in place any equipment necessary or convenient to the operation of the following utilities services or related activities (only those services or activities indicated by an "X" shall apply):

Water Electrical Natural Gas Sanitary Sewer
 Communications Sidewalk
 Other

- 1 -

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

I, April N Crotts, a Notary Public of the County of Cleveland and State

of North Carolina, do hereby certify that Eddie Holbrook

personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Easement, together with attached Exhibits.

WITNESS my hand and official seal this 21st day of September 2018.

April N Crotts

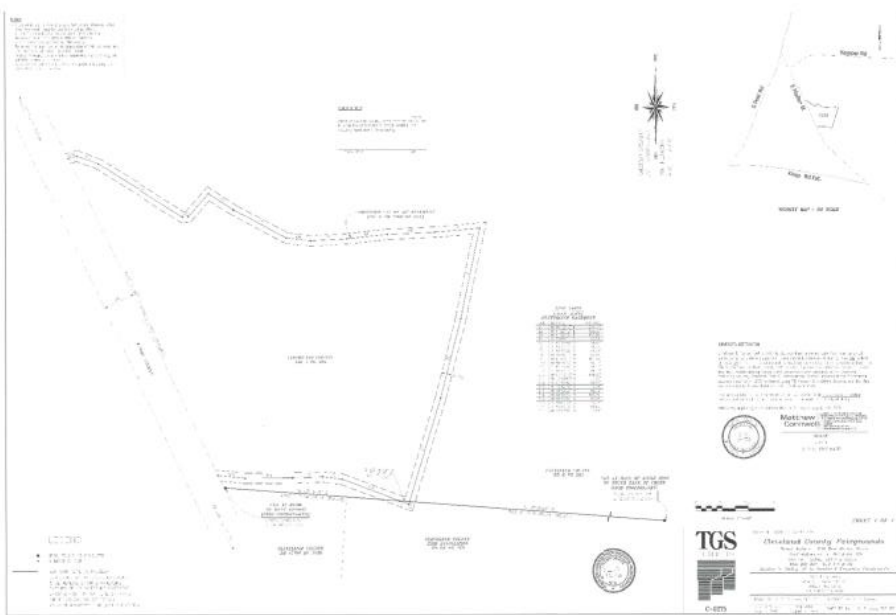
Notary Public

April N Crotts

(SEAL)



My Commission Expires: 5-7-2020



Reference showing easement premises as shown on Utility Easement drawing dated August 7, 2018 by Matthew Cornwell of TGS Engineers

NORTH CAROLINA

CLEVELAND COUNTY

EXHIBIT "A" TO EASEMENT FOR UTILITIES

DATED _____ 20__

NORTH CAROLINA

CLEVELAND COUNTY

EXHIBIT "A" TO EASEMENT FOR UTILITIES
DATED _____, 2018.

EXHIBIT "A" TO EASEMENT FOR UTILITIES by and between
Cleveland County AND City of Shelby, North Carolina

The Easement Area is contained within that real property described in Record/Deed Book K, Page 282 and Plat Book _____, Page _____ of the Cleveland County Registry.

LEGAL DESCRIPTION OF EASEMENT AREA:

Being two separate easements for waterline having a total width of 20' and lying 10' on each side of a line defined as follows:

EASEMENT AREA #1

Beginning at a point in the common boundary line between Cleveland County (Deed Book K Page 282) and Cleveland County Fair Association (Deed Book 6K Page 329), same being located N 85°35'26" W 1223.93' (Horizontal Ground Distance) from a Nail at the Base of an Angle Iron having NAD83 (2011) State Plane Grid Coordinates N: 565589.262 USFT E: 1258919.532 USFT (Combined Factor: 0.99977267) and proceeding thence through the property owned by Cleveland County (Deed Book K Page 282) the following fifteen (15) courses and distances:

- 1) N 16°42'43" E 205.73'
- 2) N 14°20'13" E 156.63'
- 3) N 11°59'03" E 173.81'
- 4) S 85°00'21" W 85.78'
- 5) S 87°30'00" W 89.84'
- 6) S 83°55'29" W 78.06'
- 7) S 86°50'54" W 68.88'
- 8) N 82°26'17" W 43.92'
- 9) N 61°50'17" W 114.25'
- 10) N 56°45'40" W 55.77'
- 11) S 41°26'39" W 58.43'
- 12) S 85°46'14" W 11.03'
- 13) N 57°43'43" W 191.60'
- 14) N 70°02'23" W 43.20'
- 15) S 74°43'08" W 16.87' to a point located on the apparent existing right of way line of Marion Street

EASEMENT AREA #2

Beginning at a point in the common boundary line between Cleveland County (Deed Book K Page 282) and Cleveland County Fair Association (Deed Book 6K Page 329), same being located S 85°35'26" E 329.83' (Horizontal Ground Distance) from a Nail at the Base of a Bent Rebar having NAD83 (2011) State Plane Grid Coordinates N: 565710.163 USFT E: 1257351.672 USFT (Combined Factor: 0.99977267) and proceeding thence through the property owned by Cleveland County (Deed Book K Page 282) the following five (5) courses and distances:

- 1) N 69°15'30" W 117.26'
- 2) N 83°10'34" W 36.57'
- 3) S 88°06'50" W 55.29'
- 4) S 89°36'26" W 89.64'
- 5) N 83°32'55" W 52.19' to a point located on the apparent existing right of way line of Marion Street

together with rights of ingress and egress across all adjoining lands of Owner as may be necessary to the reasonable exercise of the rights herein granted:

3. Construction Easement. Owner further grants to Grantee a **temporary construction easement** over the easement premises and outside of the actual or "approximate" location of the easement area for the purpose of installing, constructing, replacing or removing, as necessary from time to time, the equipment required or desired for the uses and purposes specified above.

4. Owners Rights Reserved. Owner reserves the right to use the easement area in any manner which will not damage, impair, prevent or interfere with Grantee's equipment or its exercise of the rights granted hereunder. Owners will not build or place any structure upon or substantially alter the easement area without the advance consent of the Grantee.

5. Assignment. Grantee may fully or partially transfer this easement without consent of or compensation to Owners. In the event of transfer, Owner's interests shall be protected to the same extent as hereunder.

6. Appearance. After completion of installation, construction, repair or removal of any equipment or device, the Grantee at its sole expense will restore the appearance of the easement area as nearly as reasonably possible to that which existed immediately prior to such activity.

7. Release. Owner hereby releases Grantee from all claims or rights of action now or hereafter accrued or acquired by them, due to injuries to any part of the **easement premises** or improvements thereon, resulting from Grantee's lawful activities carried out pursuant to this Agreement.

8. Binding Effect. All rights, title and privileges and all benefits and burdens herein granted or imposed shall **run with the land** (the **easement premises**) and shall be binding upon and inure to the benefit of the named parties, their respective heirs, personal representatives, successors and assigns.

9. Attachments. Exhibits "A", & "B" to this instrument, if attached, are incorporated herein by this reference as fully as if set out in the body of the text.

10. Other Terms. This writing contains all the terms of agreement.

TO HAVE AND HOLD the above described real property interest to the Grantee in perpetuity for the uses and purposes herein described. Owner covenants with Grantee that Owner is seized of the premises in fee simple, has the right to convey the Easement rights contained herein and will warrant and defend this conveyance against the lawful claims of all persons whomsoever, except for the following **EXCEPTIONS** to which Owners' title is subject: **NONE**.

IN WITNESS WHEREOF, the Owner(s) have set their hands the date above written.

OWNER(S)



Eddie Holbrook
Chairman, Board of County Commissioners

REGULAR AGENDA

EMS BASE STATION RENOVATION UPDATE

Chairman Holbrook recognized Shane Fox, Chief Financial Officer to present the EMS Base Station Update. Mr. Fox stated out of the nine EMS base stations in Cleveland County, Belwood and Polkville are the top two locations needing renovations. County maintenance staff is completing the renovations. The towns are pleased with the County's presence in the area.

Cleveland County EMS Base Station Update



Shane Fox, CFO

EMS Base Stations Update

- o Belwood EMS Base Station
 - o History and Timeline
 - o Project Scope
- o Polkville EMS Base Station
 - o History and Timeline
 - o Project Scope



Belwood EMS Base Timeline

- February 1992 - Belwood EMS Base established at old Belwood school
- July 2017 - Storm - Base acquired water damage
- Fall 2017 - Town - New roof and ceiling repairs
- October 2017 - Lease with Belwood for .67ac lot for new Base (modular unit)
- April - July 2018 - Bids for Site-work advertised and received
- August 2018 - Meetings with Town and County to discuss options
- September 2018 - Renovations of existing base



Belwood EMS Project Scope

- Renovation of existing base:
 - Sheetrock throughout
 - New flooring throughout
 - New interior and exterior AC unit
 - Upfit bathroom - new plumbing and fixtures
 - Upfit kitchen - new cabinets and countertops
 - Entrance
 - Paint and trim
 - Driveway repair
 - Camera system



Polkville EMS Base Timeline

- February 1992 - Polkville EMS Base established at Town Hall
- February 2010 - County relocates a 1999 Single-wide modular to Polkville
- 2010 - 2018 - Single-wide repairs - sub-flooring replaced
- August 2018 - Meetings with Town and County
- September 2018 - Demolition of former Town Hall - Town
- October 2018 - New modular will be installed at former Town Hall site



Polkville EMS Project Scope

- Installation of 24' x 56' new modular:
 - Removal and demolition of former Town Hall - Town
 - Piers and Foundation
 - Transport of new modular unit
 - Water/Sewer/Electric hookup
 - Skirting installation
 - Decking/Ramps



Summary

- o Renovation of Belwood EMS Base
 - o Estimated Completion Date 9/30/18
- o Setup of new modular at Polkville
 - o Estimated Completion Date 10/30/18
- o Questions?



Chairman Holbrook opened the floor to the Board for questions and discussion. Commissioner Hutchins felt this was a good direction for the County in regards to the cost comparison. Commissioner Whetstine stated he has spoken with the Mayors and several Council members of both Belwood and Polkville who all are very happy with

where the stations will be located. The Board thanked Mr. Fox and staff for the time and work that has been put in for these projects.

CLEVELAND COUNTY PERSONNEL ORDINANCE UPDATE

Chairman Holbrook called Brian Epley, County Manager to the podium to present the Cleveland County Personnel Ordinance Update. In 2013, the Board identified a strategic goal under the fiscal sustainability focus area to create a maintainable Cleveland County Pay and Benefits Plan. Over the past four years, employees across the agency have received an average of a 20% pay increase, the County was able to transition from a 70/30 insurance plan to an 80/20 and there was an increased employer HSA contribution from \$750 to \$1,100 for those who meet the required health qualifications. In January 2018, the Board approved and implemented Phase I of the Pay & Classification Plan. This was the first comprehensive pay and classification study done in Cleveland County in over twenty-five years. The implementation did a multitude of things such as updating job descriptions and classifications across the organization, a salary study for external competitiveness and a migration of employees from a step plan to open range plan. Working through that process insured a review of internal equity and improved compression. Phase II began as part of Fiscal Year 2018/2019. It included updates to the Personnel Ordinance as well as the Sheriff's Office Pay Plan, The current ordinance is outdated and has not been modified since 1991. Staff made recommendations on Articles I, II and III which allows the ordinance to be more consistent with the current practice. Articles IV – XI will be worked on as the County continues to move forward with the pay plan. Other goals included in implementation of Phase II is the continuation of target specific position market study and executing pay for performance. This will occur over the next several years. Staff has worked through Phase II recommendation with the assistance and guidance of a Steering Committee which includes:

1. HR Director
2. County Attorney / Outside Counsel
3. NCACC
4. County Manger
5. Sheriff's Department
6. School of Government
7. Pay & Compensation Specialist
8. Management Analyst

Initial Phase II implementation had several objectives such as modernization which would make ordinances more consistent with current practice, allow for alignment with state substantial equivalency, continued Fair Labor Standards Act compliance, improved consistency and equity in administration and continued competitiveness with peer organizations. Article II highlights the Position Classification Plan which states the Department Directors are responsible for working with the Human Resources Department to maintain position management and compensation policy. The Human Resources Director is responsible via delegation from the County Manager for overseeing and administering the position management and compensation system for Cleveland County. The methodology for job classifications would call for position evaluation and recommendations of new positions. County Manager has the final responsibility to the Board of Commissioners to maintain and update the job

classification policy and process so that it accurately reflects the duties performed by employees. Cleveland County will use the whole-job comparison method for job classification. The pre-defined class specifications are established for a series of job classes, and a job is placed in the classification it best deserves. It quantifies the following nine job evaluation factors and the evaluation process accurately:

1. Training and Ability
2. Experience
3. Level of Work
4. Human Relations
5. Physical Demands
6. Working Conditions and Hazards
7. Independence of Actions
8. Impact of End Results
9. Supervision

The process of establishing a new position is consistent with the existing language in the current ordinance. The creation of additional positions must be approved by the Board of County Commissioners via the County Manager. Prior to requesting the authorization and funding from the Board of County Commissioners to establish a new position, a position justification analysis must be completed and approved by the Human Resources Director. To initiate a change in the classification of an existing position, the department head will forward a request to the Human Resources Director for review.

Each fiscal year the Cleveland County Board of Commissioners may award employee pay increases based on availability of funds. Adjustments to the Compensation Plan for employee pay movement through the pay range may be awarded via market adjustments or cost of living adjustments. Market Adjustments allows the Board of Commissioners to adjust compensation of county employees to ensure that such compensation remains competitive. Cost of Living Adjustments are granted by the Board of County Commissioners, and will be effective for all county employees. Newly hired county employees will generally be paid at the minimum of the salary range for the classification of the position hired into. Employees may be hired above the minimum if education/experience warrant higher pay after consideration of internal employee equity and position turnover. All requests require approval from the Human Resources Director. Requests to hire from 12% - 25% above minimum will require approval from the County Manger. Requests to hire above 25% require additional approval from the Board of County Commissioners via the County Manager. When an employee is promoted their salary/rate of pay will be increased by at least 6% but no less than the minimum compensation of the higher graded position. If an employee is either demoted or re-assigned downward the employee's pay will be adjusted downward by 3%, or half of the percentage increase received previously, or another amount determined by considering the reason for the demotion, the number of job grades being moved or internal equity issues. A non-exempt employee called back to work outside of normal working hours will receive compensation for 2 additional hours worked or compensation for on call hours worked – whichever is greater. Longevity pay is permanently established for all current employees hired prior to 1/1/2019. Full time employees hired by Cleveland County after January 1, 2019 will not be eligible for longevity.

Before moving into the next section, the floor was opened to the Board for any questions. Commissioner Hutchins inquired if the numbers of specific employee head count with adjustments of their pay will be stated in the budget. Mr. Epley replied it would be.

Next Mr. Epley presented the Sheriff’s Office Pay Plan. The Pay Plan for the Office of Cleveland County Sheriff was created with three goals in mind:

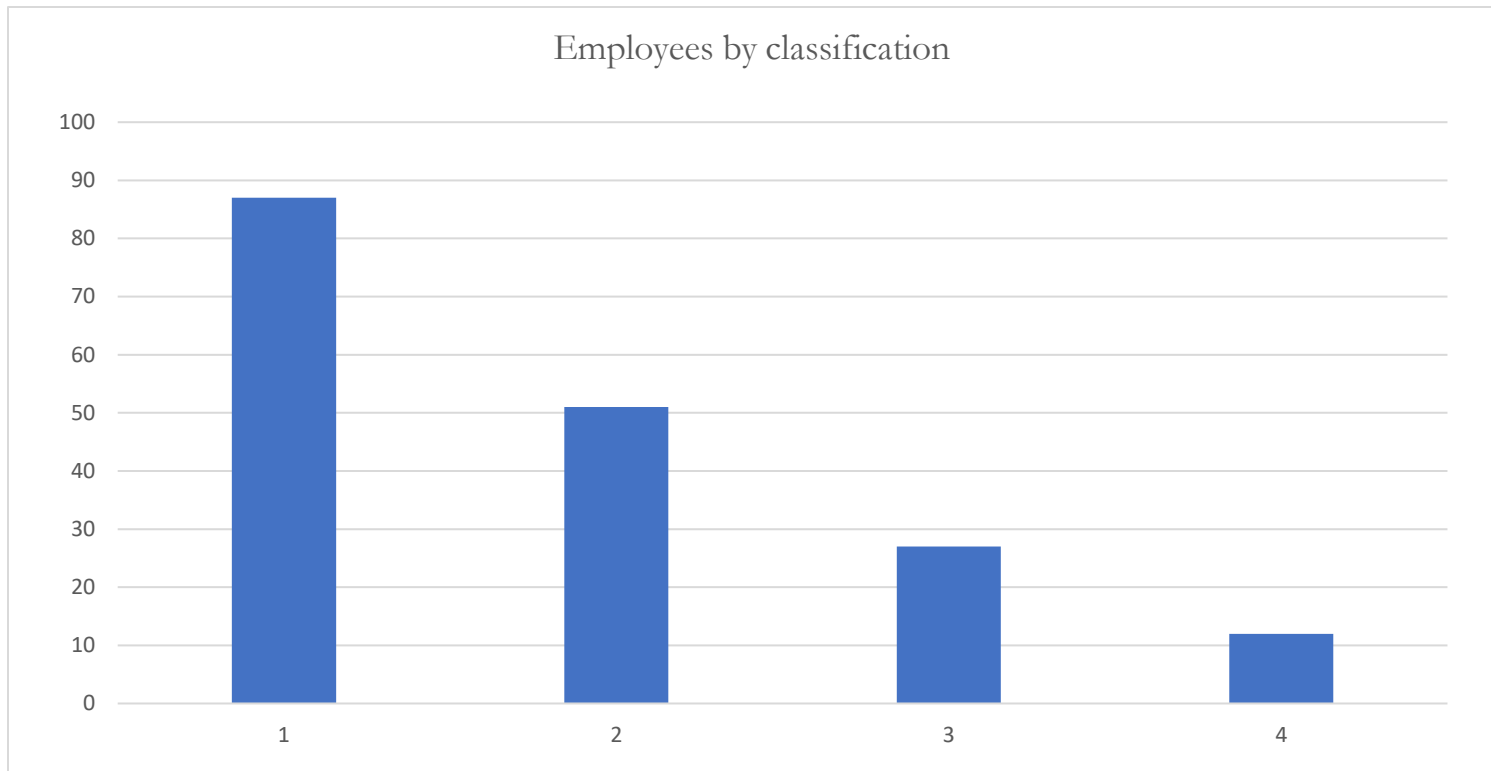
1. Career path & motivation for progression
2. Recruitment and competitiveness
3. Internal equity in reporting relationships

A career advancement system was created based on experience, education, and specialized training. Differentiated classification levels based on years of experience, educational attainment, military service and professional certifications. Incentive payment for on call staff was also addressed. Several positions were analyzed and include:

1. Detention Officer
2. Detention Corporal
3. Sheriff’s Deputy
4. Investigator
5. Sergeant
6. Investigative Sergeant
7. Lieutenant
8. Investigative Lieutenant
9. Captain
10. Major
11. Administrative Support Assistants

Example Deputy Criteria

Level 1 Base	Entry
Level 2 +(4%)	4 Years of Service -or- 2 Years of Service w/ Assoc. -or- Bachelor’s Degree/Military
Level 3 +(6%)	2 Years w/ CCSO, Intermediate Certificate and: 11 Years of Service -or- 6 Years of Service w/ Assoc. -or- 4 Years of Service w/ Bach/Military
Level 4 +(12%)	2 Years w/ CCSO, Advanced Certificate and: 13 Years of Service -or- 10 Years of Service w/ Assoc. -or- 6 Years of Service w/ Bach/Military



An additional bonus of positional base salary will be paid semi-annually to:

3.0 % of Position Annual Base (Ops I)

- Narcotics
- Criminal Investigative Division

1.5 % of Position Annual Base (Ops II)

- Community Interdiction Team
- K-9
- Field Training Officer

1.5 % of Position Annual Base

- SERT

An employee that participates in specialized Ops I & II will receive higher of two levels not both. In regards to the SERT Team, this will be paid in addition to employees qualifying for the Ops Incentive Payment. With the implementation all Sheriff's Office move to the new minimum.

- Classification range movement (I.E. Deputy 1 to Deputy 2)
 - Move to Minimum – OR – next standard level range, whichever is greater
- Promotion to new grade (I.E. Deputy to Investigator)
 - 6% or move to the new minimum, whichever is greater

Commissioner Hutchins inquired if other area counties had similar pay plans. Mr. Epley advised, staff has visited several surrounding counties and reviewed their plans and ordinances. The Cleveland County Sheriff's

Office Plan is not an exact replica to the other counties however it was modeled in a similar way. The Board thanked Mr. Epley and all staff members involved for their time, effort, due diligence and hard work that was put into this project. Commissioner Hutchins asked when the pay for performance would be implemented to all Cleveland County employees. Mr. Epley advised the pay for performance is an additional adjustment to Article III. Phase II will be started immediately if approved and Articles IV through XI will be the next goal for staff to address.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *approve the Cleveland County personnel ordinance update.*

CLEVELAND COUNTY PERSONNEL ORDINANCE

ARTICLE I. - ORGANIZATION OF PERSONNEL SYSTEM

Section 1. - Purpose.

The purpose of this ordinance is to establish a personnel system which will recruit, select, develop and maintain an effective and responsible workforce. This ordinance is established under the authority of G.S. Ch. 153A, Art. 5 and Ch. 126.

Section 2. – Coverage.

- (a) All employees in the county's service shall be subject to this ordinance, except as provided in this section.
- (b) The following officials and employees are exempt:
 - (1) County Attorney
- (c) The following employees shall be covered only by the specifically designated articles and sections:
 - (1) Employees governed by the state personnel act shall be subject to all articles except article II.
 - (2) The County Manager and Clerk to the Board shall be subject to all articles except articles II, III, IV, VII, and VIII. See G.S. § 153A-81; 153A-111.
 - (3) The following employees shall be subject to all articles except articles IV, VII, and VIII.
 - (a) Tax Administrator. See G.S. § 105-294.
 - (b) Assistant Tax Assessor. See G.S. § 105-297.
 - (c) Tax Collector. See G.S. § 105-349(a).
 - (d) Deputy Tax Collector. See G.S. § 105-349(f).
 - (4) Employees of the North Carolina Agricultural Extension Service shall be subject to all articles except Articles II, III, IV, and IX.
 - (5) The Elections Director shall be subject to all articles except Articles IV, V, VII, and VIII. See G.S. § 163-35.
 - (6) The Sheriff and all departmental employees shall be subject to only Articles III, VI, and IX. See G.S. § 153A-103(1).
 - (7) The Register of Deeds and all departmental employees shall be subject to only Articles III, VI, and IX. See G.S. § 153A-103(1).
 - (8) Temporary/emergency employees shall be subject to all articles

except Article III, Section 9, Articles VI, VII, VIII and IX.

(9) Employees serving a Probationary Period following an initial Appointment shall be subject to all articles with the exception of Article VIII.

(10) Part-Time, hourly employees shall be subject to all articles except Article III, Section 9, Articles VI, VIII and IX.

(11) All employees and/or departments with an Article IV exception shall be subject to Section 7.1, Criminal History Check.

Section 3. – Definitions (listed alphabetically).

- (1) *Adverse Action.* A Demotion, dismissal, reduction in pay, layoff, or involuntary transfer or suspension.
- (2) *Anniversary Date.* The employee's original date of hire to Cleveland County service in a permanently established Position.
- (3) *Appointing Authority.* Any board or Position with legal or delegated authority to make hiring decisions.
- (4) *Appointment.* The employment of an applicant or employee to perform the duties and responsibilities of an established Position that has been approved by the Human Resources Department.
- (5) *Class.* A group of Positions that are similar in duties and responsibilities and should therefore be treated consistently in terms of recruitment, selection, compensation and other terms and conditions of employment.
- (6) *Classification.* An evaluation of a Position's assigned duties and responsibilities that determines the appropriate Pay Grade based on Job-Evaluation factors and comparison to other Positions.
- (7) *Class Specification.* A summary of the most important features of a Position, including the nature of the work performed, specific responsibilities, and required knowledge, skills and abilities; and minimum levels of education and work experience that are required to perform the job well.
- (8) *Compensation Plan.* A structure designed to establish compensation guidelines and determine appropriate Pay Grades and pay-ranges for specified Positions.
- (9) *Compensatory (or "Comp") Time.* Time off from work that is earned in lieu of payment of wages for hours worked. Non-Exempt Employees shall accrue "Compensatory Time" for hours worked in excess of forty (40) hours per seven-day Work Week ("Excess Hours"), which is earned at a rate of one and one-half (1.50) multiplied by all such Excess Hours. Persons employed in "law enforcement" Positions, as defined by the Fair Labor Standards Act of 1938 (the "FLSA"), however, earn "Compensatory Time" for hours worked in excess of 171 during each work period of twenty-eight (28) consecutive days, which is likewise earned at a rate of one and one-half (1.50) multiplied by all such hours in excess of 171, in accordance with the FLSA.

- (10) *Competitive Service Employee.* An employee of the Department of Social Services, Department of Public Health or Office of Emergency Management receiving Federal grant-in-aid funds and is subject to the State Personnel Act. These employees are also known as "career state employees". Please note that coverages and procedures outlined in the County Personnel Ordinance are identical to those outlined in the State Personnel Act.
- (11) *Cost-of-Living Increase.* An annual adjustment that may be made to all pay ranges effective July 1 of each year. It is the responsibility of the County Manager to recommend this adjustment to the Board of Commissioners. In making the adjustment, the County Manager shall consider relevant economic indicators for the past twelve (12) months.
- (12) *County General Employee.* A county employee assigned to a department not subject to the State Personnel Act, located in a department that funds its Positions with no state or federal money sources.
- (13) *Demotion/Reassignment Downward.* The movement of an individual to a Position in a lower Salary Grade.
- (14) *Emergency Appointment.* An Emergency Appointment may be made when an emergency situation exists requiring the services of an employee before it is possible to identify a qualified applicant through the regular recruitment process. When it is determined that an Emergency Appointment is necessary, all other requirements, with the exception of drug testing, will be waived. Emergency Appointments may be made for a period of up to sixty (60) work days or a total of four hundred eighty (480) hours "in pay status." Individuals may not receive successive Emergency Appointments with the same department or agency. At least three (3) calendar months must elapse before that department or agency can give the same individual another Emergency Appointment. All Emergency Appointments must be approved by the County Manager.
- (15) *Exempt Employee.* An employee who is not subject to the minimum wage and premium Overtime pay requirements of the FLSA and who is not compensated for hours worked beyond an established Work Week.
- (16) *Full-Time Employee.* An employee, appointed to a permanently established Position, designated by the Board of Commissioners as full-time.
- (17) *Grade.* A level in the compensation schedule in which a group of jobs shares a range of compensation.
- (18) *Grievance.* A claim or complaint based upon an event or condition which effects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions. A Grievance may involve alleged safety or health hazards, unsatisfactory physical facilities, surroundings, materials or equipment, unfair or discriminatory supervisory or disciplinary practices, unjust treatment by fellow workers, unreasonable work quotas, or any other inequity relating to conditions of employment.
- (19) *Hiring Rate.* The compensation paid an employee when hired into county service.
- (20) *Interim Appointment.* The status of an employee who temporarily fulfills a vacated Position or responsibilities.
- (21) *Job Evaluation.* A formal process by which Human Resources and County management determine the relative value of jobs in the organization.

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- (38) *Position Classification Plan.* An approved plan by the Board of Commissioners that assigns classes (Positions) to the appropriate Pay Grade.
- (39) *Probationary Employee.* A person appointed to a Permanent Position who has not completed the Probationary Period. (See Article IV, Section 9.)
- (40) *Probationary Period.* The required period of time an employee serves before obtaining permanent status when entering county service.
- (41) *Promotion.* The movement of an individual to a Position in a higher Pay Grade.
- (42) *Reclassification.* The process of evaluating a Position for substantial and long-term changes in assigned duties and responsibilities.
- (43) *Salary Plan Revision.* The uniform raising and lowering of the Salary Ranges of every Grade within the salary plan.
- (44) *Salary Range.* The range of compensation established to pay employees performing a particular job or group of jobs which has a minimum pay rate (low), a maximum pay rate (high), and a series of mid-range compensation.
- (45) *Temporary Employee.* A person appointed to serve in a Position for a definite duration, but not to exceed six (6) months.
- (46) *Temporary Position.* A Position which the duties and responsibilities are required to be attended for a specific short period of time, normally not to exceed six (6) months and may or may not require attendance by a person for a full workday and/or Work Week.
- (47) *Transfer.* The reassignment of an employee from one Position or department to another.
- (48) *Work Week.* The seven-day Work Week used for purposes of determining entitlement to premium Overtime Compensation and/or Compensatory Time, which may vary by Department.

Section 4. – Merit principle.

All Appointments and Promotions hereunder shall be made solely on the basis of merit and fitness. All Positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same Class and the same Salary Range. No applicant for county employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual's race, color, religion, sex, national origin, political affiliation, disability or age.

Section 5. - Responsibility of Board of Commissioners.

The Board of Commissioners shall establish personnel policies and rules, including the Classification and Pay Plan and shall make and confirm Appointments when so specified by law.

Section 6. - Responsibility of County Manager.

The County Manager shall be responsible to the Board of Commissioners for the administration of the personnel program. The County Manager shall appoint, suspend, and remove all county

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- (22) *Longevity Plan.* A plan to reward employees for faithful continuous service, based solely on longevity. Payment made one (1) time per calendar year.
- (23) *Market.* A defined group of comparable organizations that is used as a comparator for purposes of compensation review and adjustment.
- (24) *Market Adjustment.* A change in Grade-level of a Position due to the results of a study of comparable Positions in designated private and public sector organizations.
- (25) *Meal Period.* Time in which employees are completely relieved from duty.
- (26) *Merit Increase.* An increase in salary above the standard job rate based on service which exceeds the standard and/or expected performance of the assigned Position.
- (27) *Non-Exempt Employee.* An employee who is subject to the minimum wage and premium Overtime pay requirements of the FLSA and who must receive premium Overtime pay or Compensatory Time off in accordance with the FLSA
- (28) *Occupational Series.* A grouping of related job classifications in which the range of duties and responsibilities, and the scope and complexity of the Positions are distinguished by the assignment of levels.
- (29) *Overtime.* Hours worked that entitle a Non-Exempt Employee to premium Overtime pay and/or Compensatory Time in accordance with the FLSA.
- (30) *Overtime Compensation.* Compensation for Overtime to which a Non-Exempt Employee is entitled in accordance with the FLSA.
- (31) *Part-Time Employee.* An employee who is paid on an hourly basis, less than twenty (20) hours a week.
- (32) *Pay Grade/Salary Grade.* A number level of various jobs that share a range of potential compensation, as set forth in the County Pay Scale.
- (33) *Pay Plan.* A schedule of pay ranges systematized into sequential rates including low, mid, and high for each Class assigned to any given salary range.
- (34) *Performance Evaluation System.* The annual employee's review designed to facilitate discussion about areas of opportunity and performance meeting or exceeding expectations.
- (35) *Permanent Position.* A Position which has been approved by the Board of Commissioners, and in which the duties and responsibilities are required to be attained on a continuous and annually recurring basis, normally requiring fulltime employment of an individual. Exceptions to full-time employment are where the recurring duties and responsibilities of a Permanent Position can be attended in less than a regular work day and/or Work Week.
- (36) *Position (or job).* A collection of duties and responsibilities usually assigned to one (1) employee.
- (37) *Position Analysis Questionnaire (PAQ).* A form/questionnaire used to obtain information about an employee's Position to develop a Class description.

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officers and employees, except those elected by the people or whose Appointment is otherwise provided for by law. The County Manager shall make Appointments, dismissals, and suspensions in accordance with G.S. § 153A-82 and Articles IV, V, VII, and VIII of this ordinance.

Section 7. - Responsibility of human resources director.

The County Manager shall appoint a human resources director who shall assist in the preparation and maintenance of the Position Classification Plan and the Pay Plan, and perform such other duties in connection with a modern human resources program as the manager shall require, such as:

- (a) Apply, interpret, and carry out this ordinance and the policies adopted thereunder, as directed by the County Manager;
- (b) Establish and maintain records of all persons in the county service, setting forth each officer and employee, class title of Position, pay or status history and other relevant employment data;
- (c) Develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the county;
- (d) Encourage and exercise leadership in the development of effective personnel administration within the various county departments, and to make available the facilities of the human resources office to this end;
- (e) Investigate, from time to time, the operation and effect of this ordinance and of the policies made thereunder, and report his/her findings and recommendations to the manager;
- (f) Make such recommendations to the manager regarding the personnel functions, as well as revisions to the personnel system, as he/she may consider appropriate;
- (g) Issue and publish any necessary administrative directives, supplements, interpretations, and necessary prescribed forms and reports for any personnel matters for the proper functioning, maintenance, and documentation of the procedures established by and in accordance with this ordinance.

All matters dealing with personnel shall be routed through such official, who shall maintain a complete system of personnel files and records.

ARTICLE II – POSITION CLASSIFICATION PLAN

Section 1. - Purpose.

Cleveland County maintains this "Classification Plan" (the "Plan") to ensure fair and appropriate evaluation of all Positions and jobs that are employed by the County. ("Position" and "job" are synonymous and will therefore be used interchangeably.) The Plan complies with the requirements of the North Carolina competitive system for local government employees.

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Section 2. - Coverage.

This Plan applies to all County employees in accordance with Section 2 of Article I of the Cleveland County Ordinances.

Section 3. - Responsibilities

- (a) **County Manager:**
The Cleveland County Manager is responsible to the Board of Commissioners for maintaining and when needed updating the Plan so that it accurately reflects the duties performed by County employees in their respective jobs.
- (b) **Human Resources Director:**
The Cleveland County Manager has delegated to the Human Resources Director the responsibility for overseeing and administering the job Classification and compensation system for Cleveland County. The Human Resources Director and his/her staff shall provide professional input and advice to County Department Heads upon receipt of requests to establish new Positions and/or requests to reclassify existing Positions. The Human Resources Director provides advice and recommendations regarding job-classification actions to the County Manager, who will make the final decisions regarding such actions. The Human Resources Director shall ensure that trained professional staff are available to maintain the job Classification and compensation system policies.
- (c) **Human Resources Department/staff:**
The staff of the Cleveland County Human Resources Department shall provide initial review of requests to classify new Positions, and to reclassify or reallocate existing Positions, and shall maintain all records, Position-histories, organizational charts and all other information that is necessary to administer this Plan. As part of such responsibilities, such staff shall identify "benchmark Positions" for use in the Classification review of existing and new Positions. Human Resources staff shall also assist County departments to ensure that organizational charts are complete and current, and shall document all Classification requests and how such requests have been resolved.
- (d) **Department Directors:**
Department directors shall work and cooperate with the Human Resources Department to maintain the job Classification and compensation system. Directors shall also notify Human Resources whenever any of the essential job functions of an existing Position has been or needs to be changed or when a new Position needs to be established. Directors shall also ensure that Departmental organizational charts and written job descriptions regarding jobs in their Departments are current and have been provided to the Human Resources Department.
- (e) **Equal Employment Opportunity:**
The Human Resources Department will periodically review the essential job functions and written job descriptions of all existing Positions to ensure that reasonable and appropriate measures have been taken to avoid unlawful employment discrimination and maximize equality of opportunity for applicants and employees.

Section 4. – The Classification plan.

The Classification plan consists of:

- (4) **Human Relations.** The responsibility of working with or through other people, and the extent, frequency and purpose of the contracts.
- (5) **Physical Demands.** The job requirements which induce physical fatigue through exertion or strain.
- (6) **Working Conditions and Hazards.** The extent of disagreeable or hazardous environmental or physical conditions or mental effort and/or stress and the frequency and duration of the undesirable conditions.
- (7) **Independence of Actions.** How much freedom or independence is allowed or required of this Position.
- (8) **Impact of End Results.** The extent to which the job directly influences and affects actions impacting the end results, i.e. how much do the decisions or actions of the employee impact the organization and what are the consequences.
- (9) **Supervision.** The responsibility for oversight or supervision over other employees.

Section 7. Administration of the plan.

(a) Request to Establish a New Position:

Requests to establish a new Position of employment, which may be made only by the head of a Department, shall be handled as follows:

- (1) Before requesting the authorization and funding from the Board of County Commissioners to establish a new Position, a position justification analysis must be requested, submitted and approved. The Department Head must complete a Position Analysis Questionnaire and written job description and send both to the Human Resources Department, with a written request for the proposed Position, a proposal as to how the proposed Position will be funded, and a proposed Departmental Organizational chart.
- (2) Human Resources staff will review the request and determine the appropriate Classification and level for the Position using the Classification factors as set forth above.
- (3) If the requested new Position is approved by the Board of Commissioners and assigned to an existing Classification, then Human Resources will so inform the relevant Department Head.
- (4) If the requested Position is approved by the Board of Commissioners, but does not fit within an existing job classification, then Human Resources may conduct a "labor market survey" or other appropriate analysis to match the job duties and responsibilities of the new Position with appropriate compensation based on prevailing "market rates" for the job.

(b) Request to Review Existing Position

Requests to reclassify or reallocate existing Positions shall be reviewed using the following procedure:

- (a) A grouping into their respective classes of Positions which are approximately equal in complexity and responsibility, which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions.
- (b) Class titles descriptive of the work of the Class.
- (c) Written specifications for each Class of Positions.
- (d) An allocation list containing the Position number, Class, title, and Grade of each Position in the classified service and identifying the name of the incumbent in each Position.

Section 5. – Class titles.

Class titles will be used in all records maintained by the Human Resources, Finance, and Budget Appropriation Departments. Changes in "Class titles" must be approved by the Human Resources Department.

Informal preliminary working titles may be used in the course of intra-departmental or inter-departmental communications to indicate authority, status in the organization, or administrative rank of Positions in question.

Section 6. – Methodology for job classification.

Position analysis is the process of describing and analyzing the different types and levels of work and then grouping Positions that have the same or similar functions, for the purpose of ensuring appropriate compensation of all jobs.

The County will use the whole-job comparison method for job classification. Pre-defined Class Specifications are established for a series of job classes, and a job is placed in the Classification that best describes it. These specifications identify and describe the key characteristics of occupations, which are essential in distinguishing different levels of work. Jobs are allocated to classifications based on the internal value of the job and value as compared to other county classifications.

First, Positions will be grouped into Job Families and Occupational Series based on the kind of work performed. Then, each Position's duties and responsibilities will be evaluated to determine its level in the overall grouping of Positions. This process will evaluate Positions based on Classification factors in this policy. All Positions will be designated as exempt from or subject to premium Overtime Compensation.

The following Classification factors will be considered in the course of classifying jobs for the purpose of determining compensation:

- (1) **Training and Ability.** Includes education and specialized training, licenses, certifications, and registrations
- (2) **Experience.** The time usually required for a person with the required training and ability to develop the necessary skills and abilities to perform the job.
- (3) **Level of Work.** Is the Position entry level of the type of work performed, intermediate level, advanced/supervisory level, or a mastery/managerial level.

- (1) To initiate a change in the Classification of an existing Position, the Department Head will forward a request to the Human Resources Department requesting review of the Position. This request shall include a new PAQ, the current job description, the proposed new job description, a detailed statement of the reasons for the requested change, and the documentation of authorization and funding, and a current organizational chart. If organizational changes are a part of the reason for the request, then the department shall also submit an organizational chart that illustrates the proposed change or changes.
- (2) Human Resources staff will review the request and will determine the appropriate Classification and level for the Position using allocation factors as set out in this policy.

(c) Procedure for Conducting Organizational or Occupational Studies

When conditions require a Position management review of an entire organizational unit or an Occupational Series, the following process will be followed:

- (1) **Procedure for conducting an Organizational Unit Study**
First, the departmental director will contact Human Resources to discuss the reasons for requesting a Position management review of the entire organizational unit. Such reviews typically occur either prior to or at the same time as significant reorganization.

Next, the Human Resources Director will determine whether there are sufficient in-house resources to conduct the study. If so, Human Resources and department management will work out a schedule for the study. If not, the Human Resources Director shall recommend to the County Manager that an outside consultant be engaged for this review.

Before the process starts, it is the responsibility of department management to work with the Finance Director to secure funding for the results of this review.

Finally, once the study is completed, Human Resources will present the results, including proposed allocations and potential cost to department director. Once agreement is reached on allocations, then the results, including costs of implementation, will be presented to the County Manager for his/her approval.

(d) Procedure for conducting an Occupational Study

Human Resources, as part of its ongoing Position management responsibility, is responsible for monitoring Classification and compensation activity to determine when conditions require an occupational study. When such conditions occur, the Human Resources Director shall recommend to the County Manager that a countywide occupational study occur. Part of this recommendation shall be whether County Human Resources can conduct the study, or whether outside assistance will be needed.

Human Resources shall coordinate all aspects of the study, including information gathering and analysis. At the completion of the study, Human Resources shall recommend to the County Manager any new classifications or compensation policies from the study. The cost of implementing this study shall be included in this recommendation. The results of the study, including the costs of implementation, shall be presented to the County Manager for his/her approval.

(e) Salary Surveys/Compensation

Cleveland County uses as comparators for compensation purposes those counties in North Carolina that it believes are most similar to it in terms of population and commerce and services offered by the county, as well as counties in the immediate geographical area.

Section 8. Database tracking.

The Cleveland County Human Resources Department uses Keystone's "Position management activity database tracking system" for purposes of review, analysis and documentation of appropriate compensation of all employed Positions.

ARTICLE III – COMPENSATION PLAN

Section 1. – Purpose.

Cleveland County maintains a Compensation Plan (the "Compensation Plan") that is designed to attract, reward and retain excellent employees. The Compensation Plan includes (but is not limited to) a written "Pay Scale" that may be amended from time to time (the "Pay Scale"). The Pay Scale provides for "Salary" Grades and correlates them with "Low", "Mid" and "High" salaries, and expresses compensation in terms of "Salary" because the vast majority of County

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(b) *Interim Appointment Rates.* An Interim Appointment occurs when an employee is selected to temporarily perform some of all the duties and responsibilities of a vacant Position with the expectation that the person will hold the Position for at least sixty (60) calendar days. Interim Appointments may be extended beyond sixty (60) calendar days with Human Resources' approval. Interim Appointments must be reviewed and approved by Human Resources.

The employee's compensation will be increased by ten percent (10%) for the period of time in any Interim Appointment. After the Interim Appointment has been completed, the employee will return to her/his original Position at the previous compensation.

(c) *Part-Time Employees.* Part-Time Employees will be hired at the minimum rate of compensation of the Position into which the employee was hired.

Section 5. – Compensation when a Position change occurs.

Position changes may affect an employee's salary. The degree of change, if any, depends upon the type of Position change. Human Resources must approve all Position changes and pay adjustments.

(a) *New Hire/Appointment.* Newly-hired employees will generally be paid at the minimum of the compensation range for the Classification of the Position into which the employee has been hired. Employees may be paid above that rate if education/experience, internal equity, department turnover, and recruiting challenges warrant higher compensation.

Requests for higher compensation must be submitted to and approved by Human Resources. Requests for compensation for new-hires that are twelve percent (12%) or more above the minimum of the compensation range for the Classification of the Position into which the employee has been hired requires approval by the County Manager. Such requests that exceed twenty-five percent (25%) of such minimum require the approval of the Board of Commissioners (via the County Manager).

(b) *Promotion.* Employees may be promoted in appropriate circumstances. The terms and conditions of all Promotions must be approved in advance by the Director of Human Resources. A promoted employee's annual compensation will be increased (a) by six percent (6%) of his or her current compensation or (b) to the "Salary Low" set forth in the then-prevailing Pay Scale that corresponds with the Position to which he or she has been promoted, whichever is greater. Higher increases in compensation of Promotion, based the requirements of the new Position; internal equity; recruitment difficulties; and the unique or unusual skills of the promoted employee.

(c) *Reclassification.* Reclassification is the process of evaluating a Position for substantial and long-term changes in the assigned duties and responsibilities.

When an employee occupies a Position that is evaluated, and the Position moves to a higher Pay Grade, then the employee's compensation will increase by at least six percent (6%) or to the minimum compensation of the higher Pay Grade, whichever is greater.

When a Position is evaluated, and it moves to a Pay Grade that is lower than the present Pay Grade due to reorganization or some other reason unrelated to the employee's performance, the employee's compensation shall remain the same, as long as such compensation is within the range that corresponds to the new Pay Grade. If the employee's compensation before the evaluation is higher than the maximum

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employees are paid gross wages in fixed regular amounts on a semi-monthly basis regardless of whether they are or are not "exempt" from the minimum wage and premium Overtime pay provisions of the Fair Labor Standards Act of 1938 (the "FLSA"). Use of the term "Salary" in the Pay Scale is not intended to imply that any employee is entitled to payment of a minimum "salary" set forth in the Pay Scale, as the sole purpose of each low, middle and high "Salary" set forth in the Pay Scale is to provide a range of annual compensation that correlates with a given "Salary Grade" that, in turn, correlates with each employee's Position. (The actual compensation paid to any employee shall be determined by the Human Resources Department in accordance with relevant provisions of this Ordinance.) The purpose of the Compensation Plan is to provide consistent, equitable and work-related bases for administering employees' compensation in a way that best serves the citizens and employees of Cleveland County.

Section 2. – Maintenance and administration of the Compensation Plan.

The Cleveland County Manager has delegated the responsibility of overseeing and administering the Compensation Plan to the Human Resources Director. The Human Resources Director shall administer and maintain the Compensation Plan. The Compensation Plan is intended to provide equitable compensation for all Positions when considered in relation to each other, comparable rates of pay for similar employment in the private and public sector in the competitive labor market, changes in the Cost-of-Living, financial conditions of the County, and other objective factors.

Section 3. – Adjustments to the Compensation Plan.

(a) *Adjustments of Compensation.* The County Board of Commissioners (the "BOC") may from time to time adjust compensation of County employees to ensure that such compensation remains competitive, to the extent possible.

(b) *Cost-of-Living Adjustments.* Cost-of-Living Adjustments, when granted by the BOC, will be provided to all County employees.

Section 4. – Rates of Compensation pay.

Rates of compensation are based on qualifications that pertain to the requirements of each Position, internal equity, recruitment difficulties, budget constraints, and/or the employee's unique skills.

(a) *Work Against/Trainee Rates.* Job Classifications often require knowledge or skills that are not available in the labor market or that cannot be learned in a short period of time. To accommodate this and where appropriate, a trainee progression will be permitted that will establish a uniform guide for equitable employment and compensation of trainees. An employee may be appointed to a job Classification to work against a regular classified Position. Such an employee is described as a "work against" employee.

A "work against" employee may be hired to work in a Position when there are no suitable qualified candidates. The "work against" employee will be paid at the rate that pertains to the highest-paid job that the employee is qualified to perform. Upon successful completion of education or training requirements, the employee's compensation will increase to the minimum level for the job for which the employee was hired.

A "Trainee" employee will be paid at one dollar (\$1.00) less than the minimum rate for the job for which the employee was hired. Upon successful completion of education or training requirements, the employee's compensation will increase to the minimum level for the job for which the employee was hired.

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compensation of the new Pay Grade, then the employee's compensation will be reduced to the maximum compensation of the new Pay Grade.

When a Position is evaluated, and it remains in the same Pay Grade, the employee's compensation shall remain the same. This applies when a Position is reclassified to a different job title, but in the same Pay Grade.

(d) *Lateral Transfer.* A Lateral Transfer occurs when an employee moves into another Position at the same Grade level. Employees making a Lateral Transfer will not receive a compensation increase at the time of the Transfer. Lateral Transfers must be reviewed and approved by the Human Resources Director.

(e) *Demotions.* Employees may be demoted in appropriate circumstances. The terms and conditions of all Demotions must be approved in advance by the Director of Human Resources. A demoted employee's annual compensation will be reduced by (a) three percent (3%) of his or her current annual compensation, (b) fifty percent (50%) of the amount of the employee's last wage increase (other than a County-wide "Cost-of-Living Adjustment"), or (c) such other amount that the Director of Human Resources finds appropriate, based on, for example, the reason for the Demotion, the number of Salary Grades by which the employee's Position is being demoted, and/or internal equity issues. Any employee who is permitted to return to the Position from which he or she was demoted or reassigned within three-hundred and sixty-five (365) days from the date of such Demotion or reassignment may, in the discretion of the Director of Human Resources, be restored to the annual compensation that he or she was paid immediately before such Demotion or reassignment.

(f) *Amendment of Compensation Prescribed by Pay Scale.* If the County elects to amend the Pay Scale, then the rates at which employees are compensated may be adjusted accordingly.

Section 6. – Pay for non-routine work schedules.

(a) *Emergency Callback*

Callback Pay. Any Non-Exempt Employee called back to work and who appears for work outside of normal working hours will receive compensation for at least two (2) hours worked, or compensation for all on-call hours worked, whichever is greater.

(b) *Compensatory Time.* Employees are expected to work during (and only during) all assigned hours of work, exclusive of bona fide breaks and assigned mealtimes. Employees shall not work when not scheduled to work unless such work has been approved in advance by the appropriate supervisor, except in cases of extreme emergency.

The County will provide Compensatory Time in lieu of premium Overtime pay in accordance with and to the extent allowed by the FLSA (subject to the maximum accruals allowed by law). For Non-Exempt law enforcement employees, Overtime Compensation will be paid after an employee has worked more than one hundred and seventy-one (171) hours in any work period of twenty-eight (28) consecutive days.

(1) Only hours actually worked by an employee will count towards calculation of entitlement to premium Overtime pay.

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- (2) Employees will be required to use their Compensatory Time depending on departmental needs. Employees asking to use Compensatory Time must make a specific request to their immediate supervisors. An employee's Compensatory Time must be used/exhausted before he or she can use accumulated sick/vacation leave.
- (3) All Non-Exempt Employees will be paid for any unused Compensatory Time upon termination of employment. Employees moving from Non-Exempt to exempt designation will be paid out for accrued Compensatory Time.
- (4) Exempt Employees will accrue Compensatory Time on an "hour for hour" basis for all hours worked in excess of forty (40) during a seven-day Work Week. (Such employees are expected to report such excess hours honestly and with reasonable accuracy.) Exempt Employees shall not be paid for any accrued but unused Compensatory Time upon termination of employment.

Section 7. – Payroll procedure.

All employees shall be paid on a semi-monthly basis. The fifteenth (15th) and last calendar days of the month are the designated payday, unless any such payday occurs on a Saturday, Sunday or holiday recognized by the County, in which case the payday will be the last working day before such fifteenth (15th) or last day of the month.

Section 8. – Payroll deductions.

Only payroll deductions specifically mandated or authorized by federal or state law or County ordinance will typically be deducted from earned wages. The County, however, will make deductions from earned wages to compensate the County for damage to or loss of County-owned property, to the extent allowed by law.

Section 9. – Longevity Pay Plan.

Full-Time Employees hired before January 1, 2019, in a "Permanent Position" as defined in Section 3 of Article I of Appendix "A" of the County Code of Ordinances, are eligible for "longevity pay" in accordance with the following table based on total continuous full-time service as of November 30 of any given calendar year.

Years of Service	Longevity Pay Rate
10 but less than 15	1.50 percent of annual salary
15 but less than 20	2.25 percent of annual salary
20 but less than 25	3.25 percent of annual salary
25 or more	4.50 percent of annual salary

Longevity pay shall be made in one (1) lump sum and shall be computed by multiplying the employee's annual compensation as of the eligibility date by the prescribed percentage, rounded

to the nearest whole dollar. Longevity pay shall have no effect on an employee's compensation or non-wage benefits other than such effect on his or her "regular rate" as may be required by the FLSA. Such pay shall be paid by no later than November 30 of each calendar year.

An employee on an authorized leave of absence without pay shall be deemed to be in continuous service for purposes of the "Years of Service" set forth above, but an employee who has failed to return to employment after such an authorized leave of absence shall forfeit entitlement to longevity pay to the extent allowed by law.

Section 10. – Employees in the Office of County Sheriff

Employees in the Office of the Cleveland County Sheriff are subject to both this Article and the "Pay Plan of Office of Cleveland County Sheriff", as amended from time to time with the approval of the Board of Commissioners.

APPENDIX E – PAY PLAN CLEVELAND COUNTY SHERIFF'S OFFICE

APPENDIX E- PAY PLAN OF OFFICE OF CLEVELAND COUNTY SHERIFF POLICY

The following Pay Plan applies to all full-time employees of the Cleveland County Sheriff's Office.

Section 1. – Definitions for purposes of this Pay Plan only (listed alphabetically).

- (1) *Advanced Certificate*. An "Advanced Certificate" acquired from the North Carolina Department of Justice.
- (2) *Associates Degree*. For the purposes of this policy, an Associate's Degree is a two-year degree from an accredited educational institution, consisting of sixty (60) or more hours of credit from a technical school, community college, college, or university. The degree document must state that it is an Associate's Degree.
- (3) *Bachelor's Degree*. For the purposes of this policy, a Bachelor's Degree is any four-year degree from an accredited educational institution, consisting of one hundred and twenty (120) or more hours from a college or university. The degree document must state that it is a Bachelor's Degree.
- (4) *Intermediate Certificate*. An "Intermediate Certificate" acquired from the North Carolina Department of Justice.
- (5) *Military Service: Service in any branch of the U.S. Armed Forces*. In order for Military Service to entitle an employee to credit for such service in accordance with this Pay Plan, the following criteria must be met:
 - (a) The employee must have completed/fulfilled all obligations of his/her enlistment in any of the U.S. Armed Forces: and
 - (b) The employee must have received an Honorable Discharge after completion of all military contracts, or, in some rare cases, a Medical Discharge. In cases of medical discharge, a departmentally independent panel will review and determine eligibility for credit for such service based on employee's length of time served, and circumstances surrounding his or her discharge.
- (6) *Years employed by Cleveland County Sheriff's Office*. The total years (i.e., total completed months of employment by Cleveland County Sheriff's Office divided by twelve (12)), during which an employee has worked for the Cleveland County Sheriff's Office. Only completed years of service will be considered.
- (7) *Years of Service*. The total years (i.e., total completed months of employment divided by twelve (12)) during which an employee has worked for any governmental law enforcement agency in North Carolina, including job experience elsewhere than for Cleveland County. These years do not need to be consecutive. Only complete Years of Service will be considered.

Section 2. – Classifications.

Employees will be subject to the following classifications, based on job title, certifications, years of employment by a governmental law enforcement agency in North Carolina, and educational attainment. Based on these criteria, employees will be classified into the "levels" set forth below:

- (a) *Administrative Personnel*. The following applies to all employees in the Sheriff's Office employed as "Administrative Support Assistant" or "Administrative Assistant":
 - (1) Level 1: Employment before attainment of Levels 2 or 3.
 - (2) Level 2: Four (4) Years of Service in an administrative position for a governmental law enforcement agency in North Carolina; OR Three (3) years of such service and an Associate's Degree; OR any such service and a Bachelor's Degree.
 - (3) Level 3: Seven (7) Years of Service in an administrative position for a governmental law enforcement agency; OR Four (4) years of such service and an Associate's Degree; OR Two (2) years of such service and a Bachelor's Degree.
- (b) *Detention Officer*. The following applies to all employees in the Sheriff's Office employed as "Detention Officer":
 - (1) Level 1: Employment before attainment of Levels 2 or 3.
 - (2) Level 2: Four (4) Years of Service for a governmental law enforcement agency position for a governmental law enforcement agency in North Carolina; OR Two (2) years of such service and an Associate's Degree; OR any such service and a Bachelor's Degree.
 - (3) Level 3: Seven (7) years of such service; OR Six (6) years of such service and an Associate's Degree; OR Two (2) years of such service and a Bachelor's Degree.
- (c) *Detention Corporal*. The following applies to all employees in the Sheriff's Office employed as "Detention Corporal":
 - (1) Level 1: Employment before attainment of Levels 2 or 3.
 - (2) Level 2: Three (3) Years of Service in a detention corporal position for a governmental law enforcement agency; OR One (1) year of such service and an Associate's Degree, OR any such service and a Bachelor's Degree.
 - (3) Level 3: Seven (7) Years of Service in the role of detention corporal; OR Five (5) Years of Service in the role of detention corporal and an Associate's Degree; OR Two (2) Years of Service in the role of detention corporal and a Bachelor's Degree.
- (d) *Deputy*. The following applies to all employees in the Sheriff's Office employed as "Deputy":
 - (1) Level 1: Employment before attainment of Levels 2 or 3.
 - (2) Level 2: Four (4) Years of Service in the role of deputy for a governmental law enforcement agency; OR Two (2) years of such service and an Associate's Degree; OR any such service and a Bachelor's Degree or any qualifying Military Service.
 - (3) Level 3: Two (2) Years Employed by the Cleveland County Sheriff's Office and any of the following: Seven (7) Years of Service; OR Six (6) Years of Service and an Associate's Degree; OR Two (2) Years of Service and a Bachelor's Degree or any qualifying Military Service.
 - (4) Level 4: Two (2) Years Employed by the Cleveland County Sheriff's Office and an Advanced Certificate and any of the following: Thirteen (13) Years of Service; OR Ten (10) Years of Service and an Associate's Degree; OR Six (6) Years of Service and a Bachelor's Degree or any qualifying Military Service.

(e) *Investigator*. The following applies to all employees in the Sheriff's Office employed as "Investigator":

- (1) Level 1: Employment before attainment of Levels 2 or 3.
- (2) Level 2: (Four) 4 Years of Service with Cleveland County in the role of investigator; OR Three (3) Years of Service with Cleveland County in the role of investigator and an Associate's Degree; OR any such service and a Bachelor's Degree or any qualifying Military Service.
- (3) Level 3: Intermediate Certificate and: Seven (7) Years of Service with Cleveland County in the role of investigator; OR Four (4) Years of Service with Cleveland County in the role of investigator and an Associate's Degree; OR Two (2) Years of Service with Cleveland County in the role of investigator and a Bachelor's Degree or any qualifying Military Service.

(f) *Sergeant*. The following applies to all employees in the Sheriff's Department employed as "Sergeant":

- (1) Level 1: Employment before attainment of Levels 2 or 3.
- (2) Level 2: Four (4) Years of Service with Cleveland County in the role of sergeant; OR Three (3) Years of Service with Cleveland County in the role of sergeant and an Associate's Degree; OR such service and a Bachelor's Degree or any qualifying Military Service.
- (3) Level 3: Advanced Certificate and any of the following: Eight (8) Years of Service with Cleveland County in the role of sergeant; OR Six (6) Years of Service with Cleveland County in the role of sergeant and an Associate's Degree; OR Three (3) Years of Service with Cleveland County in the role of sergeant and a Bachelor's Degree or any qualifying Military Service.

(g) *Lieutenant*. The following applies to all employees in the Sheriff's Office employed as "Lieutenant":

- (1) Level 1: Employment before attainment of Levels 2 or 3.
- (2) Level 2: Four (4) Years of Service with Cleveland County in the role of lieutenant; OR three (3) Years of Service with Cleveland County in the role of lieutenant and an Associate's Degree; OR any such service with a Bachelor's Degree or any qualifying Military Service.
- (3) Level 3: Advanced Certificate and any of the following: Eight (8) Years of Service with Cleveland County in the role of lieutenant; OR Six (6) Years of Service with Cleveland County in the role of lieutenant and an Associate's Degree; OR Three (3) Years of Service with Cleveland County in the role of lieutenant and a Bachelor's Degree or any qualifying Military Service.

(h) *Captain*. The following applies to all employees in the Sheriff's Office employed as "Captain":

- (1) Level 1: Employment before attainment of Levels 2 or 3.
- (2) Level 2: Advanced Certificate and any of the following: Four (4) Years of Service with Cleveland County in the role of captain; OR Three (3) Years of Service with Cleveland County in the role of captain and an Associate's Degree; OR any such service and a Bachelor's Degree or any qualifying Military Service.

(i) *Major*. The following applies to all employees in the Sheriff's Office employed as "Major":

(1) Level 1: Employment before attainment of Level 2.

(2) Level 2: Advanced Certificate and any of the following: Four (4) Years of Service with Cleveland County in the role of major; OR Three (3) Years of Service with Cleveland County in the role of major and an Associate's Degree; OR any such service and a Bachelor's Degree or any qualifying Military Service.

Section 3. - Promotional Increases in Compensation.

Employees will be classified according to their positions and fulfillment of the foregoing criteria. When an employee has fulfilled the requirements of any "level" beyond "Level 1" of his/her position, then he/she will be given a promotional increase in compensation based on the chart below. Each employee shall inform the Sheriff in writing of attainment of the certificate or degree on the basis of which the employee wishes a new classification to be based, and shall provide the Sheriff with a complete copy of such certificate and/or evidence of award of the degree. (The Department may require as much as thirty (30) days from compliance with this provision to implement the new classification.) The percentages set forth in the "Promotional Increase Chart" below will be applied to the annual compensation that the employee is being paid in accordance with the "Cleveland County Pay Scale" that is in effect as of the date(s) of implementation of such promotional increases.

Promotional Increase Chart

Position	Grade	Level 2 Increase	Level 3 Increase	Level 4 Increase
Admin	6, 8, 12	4% of Current Compensation	2% of Current Compensation	None
Detention Officer	9	4% of Current Compensation	2% of Current Compensation	None
Deputy	11	4% of Current Compensation	2% of Current Compensation	6% of Current Compensation
Investigator	12	4% of Current Compensation	2% of Current Compensation	None
Sergeant	14	4% of Current Compensation	2% of Current Compensation	None
Inv. Sergeant	15	4% of Current Compensation	2% of Current Compensation	None
Lieutenant	16	4% of Current Compensation	2% of Current Compensation	None
INV Lieutenant	17	4% of Current Compensation	2% of Current Compensation	None
Captain	18	6% of Current Compensation	None	None
Major	21	6% of Current Compensation	None	None

Section 4. - Position Incentives.

In addition to the promotional increases in compensation that will be awarded based on the criteria set forth above, selected Sheriff's Department employees will be paid additional monetary incentives to reward the performance of specified duties. These incentives will be awarded and paid on a semi-annual basis, and will be paid only as set forth below. Such incentives will be based on the "Salary Low" compensation that pertains to an employee's position that is set forth in the "Cleveland County Pay Scale" that is in effect as of the date(s) of payment of such incentives (regardless of the annual compensation that the employee is then actually being paid).

Employees employed in the following Divisions will be paid a non-discretionary incentive payment ("Incentive Payment") of one and one-half percent (1.50%) on a semi-annual basis (which amounts to three percent (3%) annually): **The Narcotics Division and the Criminal Investigative Division.**

Employees employed in the following Divisions or jobs will be paid an Incentive Payment of seventy-five hundredths of one percent (0.75%) on a semi-annual basis (which amounts to one and one-half percent (1.50%) annually): **Community Interdiction Team Division, K-9 Division, and Field Training Officers.**

No Incentive Payment shall be paid to an employee whose employment, regardless of reason, has come to an end as of the date of an Incentive Payment.

Employees employed in the **Special Emergency Response Team ("SERT")**, as defined by a roster maintained by the Office of the Sheriff, will be paid an Incentive Payment of one-half (1/2) of one percent (0.5%) on a semi-annual basis (which amounts to one percent (1%) annually).

Provided, however, that any employee who has worked in one of the foregoing positions or Divisions for fewer than three (3) complete consecutive months shall be ineligible for such an Incentive Payment. If an employee has worked in one of the foregoing positions for more than three (3) but fewer than twelve (12) complete consecutive months, then he/she is eligible for a pro-rated Incentive Payment based on the number of complete consecutive months worked in his/her role. For example, if an employee has worked in the Narcotics Division for eight (8) such months, then he/she is eligible for an Incentive Payment equal to (8months/12months) x 3% = (66.66) x 3% = two percent (2%).

With the exception of employees employed in the SERT, employees may qualify for only one (1) an Incentive Payment at any given time, and will be paid whichever potential Incentive Payment is greater. (For example, if an employee is a Field Training Officer in the Narcotics Division, then he/she would qualify for the one-half percent (1.5%) an Incentive Payment on a semi-annual basis (which will amount to three percent (3%) if payable over two consecutive semi-annual payments.) Employees employed in the SERT will be eligible for the SERT an Incentive Payment regardless of eligibility for any other Incentive Payments.

COMMUNITY SUPPORT FOR THE AMERICAN LEGION WORLD SERIES

Commissioner Hutchins discussed with the Board, suggestions and ideas on showing support for the 2019 ALWS bid. He recommended reaching out to the municipalities and ask them to show their support through either a letter, resolution or proclamation. Commissioner Whetstine asked Chairman Holbrook to explain the process and current situation for the 2019 bid. Chairman Holbrook stated the ALWS contract officially expires in 2019. The contract stipulates at the end of the 2018 series that evaluations and negotiations will begin for contract renewal. Also included in the contract is a one-year option out which states the County could option out or the National Office could give notification they are unhappy with the Cleveland County location. The final decision will be made by evaluators and staff from the National Home office during the second week in October.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board (4-0; Chairman Holbrook recused himself from voting) to, *draft a proclamation showing support for the American Legion to be signed by the Board at the October 2, 2018 Commissioners Meeting and to reach out to the municipalities asking them for a letter or proclamation of support.*

COMMISSIONER REPORTS

Commissioner Bridges – reminded everyone the Cleveland County Fair starts on Thursday, September 27th.

Commissioner Whetstine – recently completed a North Carolina Rural Center Leadership class where seven area counties were represented. Dan Gerlach with the Golden Leaf Foundation attended the class and commended Cleveland County's workforce development work stating it was the best in the state.

Commissioner Hutchins – attended several meetings held throughout the County. He thanked all first responders for their service and response during Hurricane Florence.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hutchins made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, *to adjourn the meeting.* The next meeting of the Commission is scheduled for *Tuesday, October 2, 2018 at 6:00 p.m. in the Commissioners Chamber.*

*Eddie Holbrook, Chairman
Cleveland County Board of Commissioners*

*Phyllis Nowlen, Clerk to the Board
Cleveland County Board of Commissioners*