

# ***In the Rooms of the Board of Supervisors***

County of Inyo, State of California

I, HEREBY CERTIFY, that at a regular meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 3<sup>rd</sup> day of December 2024 an order was duly made and entered as follows:

*CAO-Personnel –  
ICPPOA  
MOU/Resolution  
#2024-41*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to ratify and approve the April 1, 2024, through June 30, 2027, Memorandum of Understanding between the County of Inyo and the Inyo County Probation Peace Officers Association (ICPPOA) and approve Resolution No. 2024-41, titled, "Adopting and Approving an Memorandum of Understanding with the Inyo County Probation Peace Officers Association," and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 3<sup>rd</sup>  
Day of December, 2024

*Routing*

CC  
Purchasing  
Personnel  
Auditor  
CAO  
Other:  
DATE: December 11, 2024



NATHAN GREENBERG  
Clerk of the Board of Supervisors

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

By: \_\_\_\_\_

**RESOLUTION NO. 2024-41**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING AND APPROVING AN MEMORANDUM OF UNDERSTANDING WITH THE INYO COUNTY PROBATION PEACE OFFICERS ASSOCIATION**

**WHEREAS**, the Inyo County Board of Supervisors has the authority under section 25300 of the Government Code to prescribe compensation, appointment, and conditions of employment of county employees; and

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

**WHEREAS**, County representatives and the Inyo County Probation Peace Officers Association (the "Association") met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

**NOW, THEREFORE**, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO RESOLVES that:

SECTION ONE: The proposed Memorandum of Understanding between the County of Inyo and the Association, a copy of which is attached hereto as Exhibit A – effective for the period of April 1, 2024, through June 30, 2027 – is hereby ratified, adopted, and approved. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

SECTION TWO: The terms and conditions of employment set forth in the MOU are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit.


**PASSED AND ADOPTED** on this 3<sup>rd</sup> day of December 2024, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES: -5- Supervisors Griffiths, Kingsley, Marcellin, Orrill, Roeser

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-

  
\_\_\_\_\_  
Matt Kingsley, Chairperson  
Inyo County Board of Supervisors

ATTEST:

NATE GREENBERG  
Clerk of the Board

By:   
\_\_\_\_\_  
Darcy Ellis, Assistant



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

December 3, 2024

Reference ID:  
2024-897

### Memorandum of Understanding between the County of Inyo and Inyo County Probation Peace Officers Association (ICPPOA) County Administrator - Personnel ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

Ratify and approve the April 1, 2024 through June 30, 2027 Memorandum of Understanding between the County of Inyo and the Inyo County Probation Peace Officers Association (ICPPOA).

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board has given direction regarding negotiations on the current Memorandum of Understanding (MOU) with the Inyo County Probation Peace Officers Association (ICPPOA). At this time, negotiations have concluded successfully with all parties agreeing on the terms of the MOU.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund / Grant Funded	<b>Budget Unit</b>	Various Probation Dept. Budgets
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5001-5043
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	N/A

If Sole Source, provide justification below

<b>Current Fiscal Year Impact</b>
Staff will be reviewing all budgets during the Mid-Year Financial Review and will move Personnel Contingencies as needed to cover increased salary and benefit costs.
<b>Future Fiscal Year Impacts</b>
All future budgeted salary and benefits will be reviewed annually.
<b>Additional Information</b>

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with Inyo County Probation Peace Officers Association (ICPPOA). This is not recommended as it has taken months to arrive at this agreed upon set of terms and a lack of support at this time could adversely impact labor and employee relations.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Probation Peace Officers Association and the Inyo County Negotiations Team

#### **STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Quality County Employees

**High Quality Services** | High-Quality County Government Services

#### **APPROVALS:**

Denelle Carrington	Created/Initiated - 11/25/2024
Darcy Ellis	Approved - 11/25/2024
Denelle Carrington	Approved - 11/25/2024
Keri Oney	Approved - 11/26/2024
Denelle Carrington	Approved - 11/26/2024
John Vallejo	Approved - 11/26/2024
Amy Shepherd	Approved - 11/27/2024
Nate Greenberg	Final Approval - 11/27/2024

#### **ATTACHMENTS:**

1. Inyo County Probation Peace Officers Association 2024 - 2027 Memorandum of Understanding

**RESOLUTION NO. 2024-41**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING AND APPROVING AN MEMORANDUM OF UNDERSTANDING WITH THE INYO COUNTY PROBATION PEACE OFFICERS ASSOCIATION**

**WHEREAS**, the Inyo County Board of Supervisors has the authority under section 25300 of the Government Code to prescribe compensation, appointment, and conditions of employment of county employees; and

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**NOW, THEREFORE**, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO RESOLVES that:

SECTION ONE: The proposed Memorandum of Understanding between the County of Inyo and the Association, a copy of which is attached hereto as Exhibit A – effective for the period of April 1, 2024, through June 30, 2027 – is hereby ratified, adopted, and approved. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

SECTION TWO: The terms and conditions of employment set forth in the MOU are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit.

**PASSED AND ADOPTED** on this 3<sup>rd</sup> day of December 2024, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES: -5- Supervisors Griffiths, Kingsley, Marcellin, Orrill, Roeser

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-

  
\_\_\_\_\_  
Matt Kingsley, Chairperson  
Inyo County Board of Supervisors

ATTEST:

NATE GREENBERG  
Clerk of the Board

By:   
\_\_\_\_\_  
Darcy Ellis, Assistant

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF INYO  
AND  
THE INYO COUNTY PROBATION PEACE OFFICERS ASSOCIATION  
April 1, 2024- June 30, 2027**

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## **ARTICLE 1. RECOGNITION**

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Probation Peace Officers Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

The County recognizes the Association represents the following classifications under this MOU:

Deputy Probation Officer (I, II, III)  
Rehabilitation Specialists (I, II, III)  
Probation Services Coordinator

## **ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS**

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association, and Resolutions approving such prior Memoranda of Understanding.

## **ARTICLE 3. NON-DISCRIMINATION**

**Section 1.** The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

**Section 2.** The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

**Section 3.** Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

## **ARTICLE 4. WORKDAY AND WORKWEEK**

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- a. Full-time permanent employees on either a seven- or eight-hour daily work schedule will work five consecutive days, with two consecutive days off.
- b. Full-time permanent employees on a four-day, ten hour per day work schedule will work four consecutive days with three consecutive days off.

- c. The County Administrator may in his/her discretion based upon recommendation from a Department Head change work hours and/or workshifts on a temporary basis in such department or work unit thereof.

## **ARTICLE 5. OVERTIME AND COMPENSATORY TIME - FULL TIME PERMANENT**

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time nonexempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours for those non-exempt full-time employees scheduled on a 35-hour work week. Time and one-half compensation will be paid after 40 hours for those full-time non-exempt employees scheduled on a 40-hour work week. Non-exempt full-time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- a. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- b. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2). The compensatory time may be banked as provided in paragraph e. below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- c. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.

County will allow non-exempt full-time employees to carry 120 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate. On two (2) occasions (December and July: First full pay period) an employee may elect to convert compensatory time into a cash payment, at the rate of pay, including retention incentive pay, up to a total of forty (40) hours of accrued compensatory time in a calendar year. (Example: member elects to covert thirty (30) hours in July; member can only convert ten (10) in December.)

See Attachment B for guidelines of cash in lieu of.

## **ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION**

- a. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$85.00 for performing standby duties on each regularly scheduled day and \$135.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two

hours compensation minimum at the rate of time and one-half. Provided, however, if the employee is not required to leave the location at which he/she would otherwise remain (e.g. the employee takes a call at home, and/or makes calls from home) then the employee will receive time and one-half for the actual hours (calculated in 15-minute increments) worked. The 15-minute increment does not mean that each call is paid separately in 15-minute intervals. Instead, the first call starts a 15-minute period during which all subsequent calls are covered. If a second call comes in after this initial 15-minute period, another 15-minute increment is paid, covering all calls within this new period. For example, if an employee takes a call at 8:00, a second call at 8:07, and a third call at 8:22, they will be paid for one 15-minute increment covering the 8:00 and 8:07 calls, and a second 15-minute increment for the 8:22 call, totaling 30 minutes. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.

- c. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he or she may be needed, but not formally placing the employee on standby.

## ARTICLE 7. SALARIES

- a. Compensation: The parties agree to implement the recommended changes to the salary structure, transitioning from "Ranges" to "Grades" and adding two new salary steps, F and G. The parties will adhere to the recommendations of Evergreen Solutions LLC in determining the appropriate salary grade for each classification (Attachment A). All employees will be placed into the new structure, ensuring that they are brought up to at least the minimum salary step, which may result in an up or down change to the employee's current step to ensure there shall be no reduction in an employee's current base wages as a result of this implementation.

Implementation of the new salary structure will be retro to the first full pay period of April 2024. Any employee that received a career ladder or step increase from April 1, 2024 to the ratification of this MOU shall have said change applied to their placement in the new salary structure.

The first pay period of July and each year after, members shall receive a COLA determined by the March to March CPI-U for Riverside-San Bernardino-Ontario, with a minimum of a 0% to no more than 4%.

- b. Longevity Pay: The County agrees to provide the following Longevity Pay to support retention: At year six (6) on the anniversary date the employee will receive a one percent (1%) increase to the base salary and will receive a half percent (0.5%) increase every year after until employee reaches a total of eight percent (8%) and twenty (20) years of service.
- c. Shift Differential: Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- d. Transport Pay: Any employee whose shift is adjusted or changed to accommodate the County with a transport shall be paid an additional \$100.00 stipend for each transport. Employees who are

working their regularly scheduled shift and complete a transport which takes them beyond their scheduled time off would not qualify for this stipend, however, they would be paid overtime consistent with Article 5.

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

## ARTICLE 8.

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## ARTICLE 9. INSURANCE BENEFITS

- a. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- b. County agrees to pay seventy five percent (75%) of the premium of PERS Platinum (employees will be responsible for twenty five percent (25%) of the premium, eighty percent (80%) of the premium of PORAC (employees will be responsible for twenty percent (20%) of the premium) or one hundred percent (100%) of PERS Gold or EPO. The parties agree to meet and confer over any changes to Plan names or Plan configurations by PERS during the life of the MOU.
- c. The County will reimburse to those employees opting into the County's medical coverage one hundred percent (100%) of the annual medical deductible after the full deductible per person has been paid up to \$1000.
- d. Dental: County agrees to pay 100% of the monthly premium (for employee and dependents) for dental insurance during the term of this MOU. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- e. Optical: County agrees to pay 100% of the monthly premium (for employee and dependents) for the optical insurance during the term of this MOU.
- f. Life: County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy on employee during the term of this MOU.
- g. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
  - Eligible for *employee only* coverage - \$200.00 per pay period
  - Eligible for *employee plus one* coverage - \$300.00 per pay period
  - Eligible for *family* coverage - \$400.00 per pay period

An employee receiving medical coverage, in part or fully funded, through a State or Federally funded program, is not eligible for the provisions of this subsection g.

- h. The County shall contract with AirMedCare Network to provide insurance covering the cost of air ambulance transport from the region to remote treatment facility for the employee (and their family) so long as they are employed by Inyo County. The employee may choose to add on

additional items to this insurance offering, including but not limited to return flight insurance, at their own expense, through a payroll deduction.

- i. Wellness Bonus: The purpose of the Inyo County Wellness Benefit is to improve the level of health and wellness among ICPPOA members to improve their overall degree of wellness. The County will reimburse employees up to a maximum of \$500 per calendar year for fitness and wellness activities during said calendar year payable through payroll. Members seeking reimbursement shall submit an affidavit on a form provided for by the County. Activities subject to this wellness bonus are set forth on said affidavit (Attachment D).

## **ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

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

## **ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

“Except as otherwise specified in article 8, County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County’s Short-Term Disability Insurance Plan (as the same may be amended from time to time).” Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short-Term Disability Program.

## **ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for employees.

## **ARTICLE 13. REASONABLE ACCESS, CONTRACTING OUT**

Reasonable Access - The practice will continue, which allows ICPPOA Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources.

Contracting Out – The County agrees to address contracting out of County Services in accordance with all applicable laws.

## **ARTICLE 14. CAREER LADDER PROCESS**

As outlined in Personnel Rules 5.19, Career Ladder, a career ladder is a term used to define movement through a job series without posting of the position (e.g. Probation Officer I-III) as the employee acquires additional skills, responsibilities and experience. Career ladder advancements do not require a vacant position. Job titles or positions within a job series constitute distinct classifications.

5.19 Career Ladders. Due to the nature of some classifications, various County positions have been assigned career ladders through the classification plan. These progressions are part of a job series and identified in the applicable job descriptions. Each rung on the career ladder represents a distinct classification.

The following classifications have been designated as a career ladder series:

- Deputy Probation Officer I – III
- Rehabilitation Specialist I - III
  
- Advancement from a I to II
  - Employee who meets the minimum requirements for the II level, and who also receives a rating of “satisfactory” (employee must receive a three (3) [meets] or higher in every individual rating criteria) on their most recent annual evaluation report will advance to level II.
  
- Advancement from a II to III

Employee must meet the minimum qualifications for the next level in the career ladder.

- Employee must receive a minimum overall rating of “Meets Expectations” in all categories on their most recent annual performance evaluation report.

Should the employee meet expectations in every category in their current position, the Department shall conduct a skills assessment based on the minimum qualifications of the next position on the ladder to determine whether the employee is eligible to move to the next level. This assessment shall be shared with the employee. Should the employee not be ready, they shall be eligible for assessment again at their next evaluation.

Department Head must provide written documentation that moving the employee to the higher level will benefit the efficiency and functioning of the Department. A copy of the document must be signed by the Department Head and employee and transmitted to Personnel with the request for inclusion in the employee’s personnel file.

## **ARTICLE 15. EMPLOYEE TRAINING AND TUITION PROGRAM**

The County will reimburse educational expenses in accordance with the “Employee Training and Tuition Assistance Program Policy” (Attachment C). The County will also continue to reimburse all costs for licenses and certifications used in the course of employment.

## **ARTICLE 16. SICK LEAVE**

- a. Each employee shall accrue a total of 120 hours per year. There is no limit on the amount of sick leave that may be accrued. Notwithstanding Personnel Rule 10.10, newly hired employees eligible to accrue sick leave shall be granted 24 hours of sick leave on their first working day.
  
- b. The County recognizes that the ICPPOA membership has created a sick leave pool for use by those members who have exhausted all of their accrued leave (flex, vacation, sick, and CTO) due to a non-

industrial illness or injury. Any ICPPOA member in good standing may request hours from the sick leave pool by submitting a written request to the ICPPOA Board of Directors. Once approved the ICPPOA president will notify the County Administrative Officer. An employee may only receive a cumulative total of one hundred and sixty (160) hours during a twelve-month period.

- c. Any employee may donate up to a maximum of ten (10) days or eighty (80) hours per year of unused sick leave to the sick leave pool. Employees will have two fifteen (15)-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave pool.
- d. Employees who retire from the County may convert all up to a maximum of two hundred sixty (260) days or two thousand eighty (2080) hours of unused sick leave into service credit or donate unused sick leave to the sick leave pool, without complying with the timeframe outlined in Section c. of this article.

## ARTICLE 17. VACATION LEAVE

An employee may accrue a maximum of 280 vacation hours.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 280-hour cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 280-hour cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive workdays based on extenuating circumstances.

## ARTICLE 18. FLEXIBLE LEAVE

The County shall grant employees 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not carry over from one fiscal year to the next. However, if an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

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

July 1-October 31 .....	Five (5) days
November 1 - February 29.....	Three (3) days
March 1 - June 30 .....	One (1) day

## ARTICLE 19. HOLIDAYS

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

January 1 (New Year's Day)  
Third Monday in January (MLK Day)  
Third Monday in February (President's Birthday)  
Last Monday in May (Memorial Day)  
July 4 (Independence Day)  
First Monday in September (Labor Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
Friday immediately following Thanksgiving Day  
December 24 (Christmas Eve)  
December 25 (Christmas Day)  
December 31 (New Year's Eve)

- b. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week and who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour workday. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

## ARTICLE 20. RETIREMENT PROVISIONS

PERS Employees hired prior to January 1, 2013 (Classic)

- a. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefit to miscellaneous employees shall consist of:
1. Final compensation to be based on highest one year's salary;
  2. Include post-retirement survivor allowance;
  3. Allow 260 days of accrued sick leave to be added to service credit;
  4. Employer Paid Member Contribution (EPMC)
  5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPR. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.



- f. Inyo County shall implement a revised retiree health benefit plan as provided for in California Government Code section 22893, applicable to employees hired on or after the date on which the revised retiree health benefit plan is adopted, as soon as reasonably practicable.

## **ARTICLE 21. PERSONNEL RULES**

The Personnel Rules are hereby incorporated by reference.

Personnel Rule 10.13 - Bereavement Leave Due to Death of Family Member: Whenever it is reasonably necessary for an employee in a classified service to be absent from duty because of the death of a family member, he or she may request permission from his/her department head to be absent for not more than ten (10) calendar days (80 hours) with pay, per death. Any time off granted shall be charged to sick leave. Any additional days shall be charged to vacation or flex days.

## **ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

## **ARTICLE 23. TRAVEL PAY**

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

## **ARTICLE 24. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY**

**Section 1. Dues Deductions.** The County agrees to deduct association dues from the wages of all ICPPOA members who have filed a written authorization with the association. The County will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to. If at anytime an employee requests the County stop deducting association dues from their pay checks, the County will refer said employee to the Association.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

**Section 2. Indemnification.** The county will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

**Section 3. ICPPOA Release Time.** County will release with pay ICPPOA Board of Directors or other ICPPOA members (maximum seven (7) employees) assigned to established ICPPOA committees, from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICPPOA providing to the County a minimum of thirty (30) days' notice for any meeting or training that will require members to be away from work in excess of three (3) hours. ICPPOA and Personnel will work together to assure that such meetings or training will not adversely impact departments. Department heads will discuss with the Personnel Office any difficulties concerning ICPPOA release time prior to discussing such matters with the ICPPOA Board or any member of the ICPPOA Board.

## **ARTICLE 25. OUT OF CLASSIFICATION PAY**

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, whichever is greater, after five (5) working days, effective the first day worked.

## **ARTICLE 26. FLSA EXEMPT**

Does not apply to any current represented classifications.

## **ARTICLE 27. PROBATION PERIOD**

All employees under this MOU will serve a 12-month probationary period.

## **ARTICLE 28. UNIFORMS**

**Section 1.** The following uniform allowance applies only to full-time Probation Officers, Probation Services Coordinator and Rehabilitation Specialist, who are required to wear a full uniform.

- a. The uniform allowance shall be \$1,400.00 per year for the cleaning, replacement (normal wear and tear ONLY) and maintenance of clothing.
- b. This allowance shall be paid per pay period in the amount of \$53.85.
- c. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the department. Normal wear and tear of clothing articles is not included.

New employees only will receive a \$350.00 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$350.00 advancement is to come from the current \$1,400.00 annual payment, whereby a new employee's uniform allowance shall be reduced for the proration of the advance payment to \$40.38 per pay period for the first year of employment.

## **ARTICLE 29. SPECIAL ASSIGNMENT PAY**

Any Probation Officer assigned to a recognized special assignment by the Chief or his/her designee shall be paid an additional 5% of their base pay for so long as they serve in such assignment. To qualify as a recognized special assignment the employee would have to complete a minimum of 40 hours of training in a specific field such as narcotics, sex crimes, crimes against children, etc.

- a. Up to one (1) sworn Probation personnel assigned to provide other employees with Weaponless Defense Training (WDT) shall receive an additional five percent (5%) of his/her base pay.
- b. Up to one (1) sworn Probation personnel in an armed assignment, assigned as a Firearms Instructor shall receive an additional five percent (5%) of his/her base pay.
- c. Employees who successfully demonstrate the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

Spanish I – Those who can communicate with the public = (2%) of their base rate of pay.

Spanish II – Those who interview and interrogate = (3%) of their base rate of pay.

Spanish III – Those who speak, read, and write = (5%) of their base rate of pay.

Upon passing the testing procedure administered by Human Resources, Department Heads will assign the level which they qualify to the employee.

Employees shall receive Spanish III compensation upon successfully passing of an exam that tests their oral communication skills, reading and writing ability.

The Association agrees to limit the number of paid Spanish speakers to four (4)

## **ARTICLE 30. PERFORMANCE EVALUATIONS**

Association will use county approved evaluation forms.

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

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

## **ARTICLE 32. MATERNITY LEAVE OF ABSENCE**

Maternity leave is governed by Personnel Rule 10.2.

## **ARTICLE 33.**

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## **ARTICLE 34. SMOKING**

There shall be no vaping, smoking or chewing of tobacco in any County facility or County vehicle. Employees vaping and/or smoking on County property shall smoke in designated smoking areas, which areas will be agreed to by the County and Association.

## **ARTICLE 35. MISTAKEN OVERPAYMENTS**

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

## **ARTICLE 36. LETTER OF REPRIMAND**

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the Director of Personnel Services, who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning, or counseling.

## **ARTICLE 37. AUTHORIZED AGENTS**

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County  
County Administrative Officer  
P.O. Box N  
Independence, CA 93526
- B. President ICPPOA  
P.O. Box 153  
Bishop, CA 93515
- C. Agent  
Mastagni, Holstedt, Amick, Miller, Johnsen & Uhrhammer  
1912 I Street  
Sacramento, CA 95814

## **ARTICLE 38. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

**Section 1.** It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

**Section 2.** The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

## **ARTICLE 39. NO STRIKE-NO LOCKOUT**

**Section 1.** The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU and any future renegotiations thereof through any and all mandatory impasse administrative procedures, they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

**Section 2.** The County agrees that it shall not lockout its employees during the term of this MOU and any future renegotiations thereof through any and all mandatory impasse administrative procedures. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

**Section 3.** Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

**Section 4.** In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

## **ARTICLE 40. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel rules and policies.

## **ARTICLE 41. SEPARABILITY**

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

## ARTICLE 42. WAIVER

**Section 1.** The parties mutually agree that, except as specifically provided herein, neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations or mediation leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations or mediation leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet-and-confer about any matter during the term of this MOU.

**Section 2.** The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or stand agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

**Section 3.** The parties acknowledge that this MOU shall not be in force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

## ARTICLE 43. MEMORANDUM OF UNDERSTANDING


This Memorandum of Understanding shall be in force from April 1, 2024, through June 30, 2027. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

## ARTICLE 44. RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 3<sup>rd</sup> day of December 2024.

COUNTY OF INYO:

  
Matt Kingsley  
Chairperson

INYO COUNTY PROBATION  
PEACE OFFICERS ASSOCIATION  
  
Lisa Vetter (Nov 27, 2024 10:27 PST)  
\_\_\_\_\_  
Lisa Vetter  
ICPPOA President

# ATTACHMENT A

Title	Grade Change	Step Change	Salary Change
REHAB SPECIALIST 01 → REHAB SPECIALIST I	60 → 6	A → A	\$51,696.00 → \$53,756.98 (+ 2.81%)
REHAB SPECIALIST 01 → REHAB SPECIALIST I	60 → 6	E → E	\$62,808.00 → \$64,008.10 (+ 1.91%)
REHAB SPECIALIST 03 → REHAB SPECIALIST III	64 → 9	E → D	\$68,976.00 → \$70,933.73 (+ 2.84%)
PROBATION SERVICES COORDINATOR	67 → 9	A → A	\$60,090.00 → \$62,230.42 (+ 3.56%)
PROBATION OFFICER 01 → PROBATION OFFICER I	67 → 9	E → E	\$73,920.00 → \$74,097.38 (+ 0.24%)
PROBATION OFFICER 03 → PROBATION OFFICER III	73 → 12	E → F	\$85,344.00 → \$89,602.63 (+ 4.99%)

# ATTACHMENT A

Classification	Recommended Title	CurrentPay Grade	Current Minimum	Current Midpoint	Current Maximum	ProposedGrade	Proposed Minimum	Change	Proposed Midpoint	Change	Proposed Maximum	Change
REHAB SPECIALIST 01	REHAB SPECIALIST I	60	\$ 50,724	\$ 56,166	\$ 61,608	6	\$ 53,756.98	6% \$	61,800.96	10% \$	69,844.95	13%
REHAB SPECIALIST 02	REHAB SPECIALIST II	62	\$ 52,092	\$ 57,708	\$ 63,324	7	\$ 56,444.83	8% \$	64,891.01	12% \$	73,337.19	16%
REHAB SPECIALIST 03	REHAB SPECIALIST III	64	\$ 55,668	\$ 61,650	\$ 67,632	9	\$ 62,230.42	12% \$	71,542.34	16% \$	80,854.26	20%
PROBATION SERVICES COORDINATOR	PROBATION SERVICES COORDINATOR	67	\$ 59,724	\$ 66,108	\$ 72,492	9	\$ 62,230.42	4% \$	71,542.34	8% \$	80,854.26	12%
PROBATION OFFICER 01	PROBATION OFFICER I	67	\$ 59,724	\$ 66,108	\$ 72,492	9	\$ 62,230.42	4% \$	71,542.34	8% \$	80,854.26	12%
PROBATION OFFICER 02	PROBATION OFFICER II	70	\$ 62,904	\$ 69,708	\$ 76,512	10	\$ 65,341.94	4% \$	75,119.46	8% \$	84,896.97	11%
PROBATION OFFICER 03	PROBATION OFFICER III	73	\$ 68,820	\$ 76,260	\$ 83,700	12	\$ 72,039.49	5% \$	82,819.20	9% \$	93,598.91	12%



New **Step** Plan - Effective 4/11/2024

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New Step Plan - Effective 7/04/2024

Step	Grade	Minimum	Midpoint	Maximum	Step A	Step B	Step C	Step D	Step E	Step F	Step G
4.46%	1	\$ 42,120.00	\$ 48,422.67	\$ 54,725.34	\$ 42,120.00	\$ 43,998.55	\$ 45,960.89	\$ 48,010.74	\$ 50,152.02	\$ 52,388.80	\$ 54,725.34
Spread	2	\$ 44,226.00	\$ 50,843.81	\$ 57,461.61	\$ 44,226.00	\$ 46,198.48	\$ 48,258.93	\$ 50,411.28	\$ 52,659.62	\$ 55,008.24	\$ 57,461.61
30.0%	3	\$ 46,437.30	\$ 53,386.00	\$ 60,334.69	\$ 46,437.30	\$ 48,508.40	\$ 50,671.88	\$ 52,931.84	\$ 55,292.60	\$ 57,758.65	\$ 60,334.69
Grade Progression	4	\$ 48,759.17	\$ 56,055.30	\$ 63,351.43	\$ 48,759.17	\$ 50,933.82	\$ 53,205.47	\$ 55,578.44	\$ 58,057.23	\$ 60,646.59	\$ 63,351.43
5.0%	5	\$ 51,197.12	\$ 58,858.06	\$ 66,519.00	\$ 51,197.12	\$ 53,480.51	\$ 55,865.75	\$ 58,357.36	\$ 60,960.10	\$ 63,678.92	\$ 66,519.00
	6	\$ 53,756.98	\$ 61,800.96	\$ 69,844.95	\$ 53,756.98	\$ 56,154.54	\$ 58,659.03	\$ 61,275.23	\$ 64,008.10	\$ 66,862.86	\$ 69,844.95
	7	\$ 56,444.83	\$ 64,891.01	\$ 73,337.19	\$ 56,444.83	\$ 58,962.27	\$ 61,591.98	\$ 64,338.99	\$ 67,208.51	\$ 70,206.01	\$ 73,337.19
	8	\$ 59,267.07	\$ 68,135.56	\$ 77,004.05	\$ 59,267.07	\$ 61,910.38	\$ 64,671.58	\$ 67,555.94	\$ 70,568.93	\$ 73,716.31	\$ 77,004.05
	9	\$ 62,230.42	\$ 71,542.34	\$ 80,854.26	\$ 62,230.42	\$ 65,005.90	\$ 67,905.16	\$ 70,933.73	\$ 74,097.38	\$ 77,402.12	\$ 80,854.26
	10	\$ 65,341.94	\$ 75,119.46	\$ 84,896.97	\$ 65,341.94	\$ 68,256.20	\$ 71,300.42	\$ 74,480.42	\$ 77,802.25	\$ 81,272.23	\$ 84,896.97
	11	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 68,609.04	\$ 71,669.00	\$ 74,865.44	\$ 78,204.44	\$ 81,692.36	\$ 85,335.84	\$ 89,141.82
	12	\$ 72,039.49	\$ 82,819.20	\$ 93,598.91	\$ 72,039.49	\$ 75,252.46	\$ 78,608.71	\$ 82,114.66	\$ 85,776.98	\$ 89,602.63	\$ 93,598.91
	13	\$ 75,641.47	\$ 86,960.16	\$ 98,278.85	\$ 75,641.47	\$ 79,015.08	\$ 82,539.15	\$ 86,220.40	\$ 90,065.83	\$ 94,082.76	\$ 98,278.85
	14	\$ 79,423.54	\$ 91,308.17	\$ 103,192.80	\$ 79,423.54	\$ 82,965.83	\$ 86,666.11	\$ 90,531.42	\$ 94,569.12	\$ 98,786.90	\$ 103,192.80
	15	\$ 83,394.72	\$ 95,873.58	\$ 108,352.44	\$ 83,394.72	\$ 87,114.12	\$ 90,999.41	\$ 95,057.99	\$ 99,297.57	\$ 103,726.25	\$ 108,352.44
	16	\$ 87,564.45	\$ 100,667.26	\$ 113,770.06	\$ 87,564.45	\$ 91,469.83	\$ 95,549.38	\$ 99,810.89	\$ 104,262.45	\$ 108,912.56	\$ 113,770.06
	17	\$ 91,942.68	\$ 105,700.62	\$ 119,458.56	\$ 91,942.68	\$ 96,043.32	\$ 100,326.85	\$ 104,801.43	\$ 109,475.57	\$ 114,358.19	\$ 119,458.56
	18	\$ 96,539.81	\$ 110,985.65	\$ 125,431.49	\$ 96,539.81	\$ 100,845.49	\$ 105,343.20	\$ 110,041.50	\$ 114,949.35	\$ 120,076.09	\$ 125,431.49
	19	\$ 101,366.80	\$ 116,534.93	\$ 131,703.06	\$ 101,366.80	\$ 105,887.76	\$ 110,610.36	\$ 115,543.58	\$ 120,696.82	\$ 126,079.90	\$ 131,703.06
	20	\$ 106,435.14	\$ 122,361.68	\$ 138,288.22	\$ 106,435.14	\$ 111,182.15	\$ 116,140.87	\$ 121,320.76	\$ 126,731.66	\$ 132,383.89	\$ 138,288.22
	21	\$ 111,756.90	\$ 128,479.76	\$ 145,202.63	\$ 111,756.90	\$ 116,741.26	\$ 121,947.92	\$ 127,386.79	\$ 133,068.25	\$ 139,003.09	\$ 145,202.63
	22	\$ 117,344.74	\$ 134,903.75	\$ 152,462.76	\$ 117,344.74	\$ 122,578.32	\$ 128,045.31	\$ 133,756.13	\$ 139,721.66	\$ 145,953.24	\$ 152,462.76
	23	\$ 123,211.98	\$ 141,648.94	\$ 160,085.90	\$ 123,211.98	\$ 128,707.24	\$ 134,447.58	\$ 140,443.94	\$ 146,707.74	\$ 153,250.91	\$ 160,085.90
	24	\$ 129,372.58	\$ 148,731.39	\$ 168,090.19	\$ 129,372.58	\$ 135,142.60	\$ 141,169.96	\$ 147,466.14	\$ 154,043.13	\$ 160,913.45	\$ 168,090.19
	25	\$ 135,841.21	\$ 156,167.95	\$ 176,494.70	\$ 135,841.21	\$ 141,899.73	\$ 148,228.46	\$ 154,839.44	\$ 161,745.28	\$ 168,959.12	\$ 176,494.70
	26	\$ 142,633.27	\$ 163,976.35	\$ 185,319.44	\$ 142,633.27	\$ 148,994.71	\$ 155,639.88	\$ 162,581.42	\$ 169,832.55	\$ 177,407.08	\$ 185,319.44
	27	\$ 149,764.93	\$ 172,175.17	\$ 194,585.41	\$ 149,764.93	\$ 156,444.45	\$ 163,421.87	\$ 170,710.49	\$ 178,324.18	\$ 186,277.43	\$ 194,585.41
	28	\$ 157,253.18	\$ 180,783.93	\$ 204,314.68	\$ 157,253.18	\$ 164,266.67	\$ 171,592.97	\$ 179,246.01	\$ 187,240.38	\$ 195,591.31	\$ 204,314.68
	29	\$ 165,115.84	\$ 189,823.13	\$ 214,530.41	\$ 165,115.84	\$ 172,480.01	\$ 180,172.61	\$ 188,208.31	\$ 196,602.40	\$ 205,370.87	\$ 214,530.41
	30	\$ 173,371.63	\$ 199,314.28	\$ 225,256.93	\$ 173,371.63	\$ 181,104.01	\$ 189,181.24	\$ 197,618.73	\$ 206,432.52	\$ 215,639.41	\$ 225,256.93
	31	\$ 182,040.21	\$ 209,280.00	\$ 236,519.78	\$ 182,040.21	\$ 190,159.21	\$ 198,640.31	\$ 207,499.66	\$ 216,754.15	\$ 226,421.38	\$ 236,519.78
	32	\$ 191,142.22	\$ 219,744.00	\$ 248,345.77	\$ 191,142.22	\$ 199,667.17	\$ 208,572.32	\$ 217,874.65	\$ 227,591.86	\$ 237,742.45	\$ 248,345.77
	33	\$ 200,699.33	\$ 230,731.20	\$ 260,763.06	\$ 200,699.33	\$ 209,650.52	\$ 219,000.94	\$ 228,768.38	\$ 238,971.45	\$ 249,629.58	\$ 260,763.06
	34	\$ 210,734.30	\$ 242,267.75	\$ 273,801.21	\$ 210,734.30	\$ 220,133.05	\$ 229,950.99	\$ 240,206.80	\$ 250,920.02	\$ 262,111.06	\$ 273,801.21
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## COUNTY OF INYO

### CASH IN LIEU OF LEAVE HOURS POLICY ~~APPENDIX B~~

#### ELIGIBILITY:

Requirements for obtaining eligibility to receive cash in lieu of compensatory (comp) hours are set forth in "Article 3 – Overtime and Compensatory Time" of the Deputy Sheriff's Association (DSA) MOU or Resolution, and may include:

- A. The employee's hire date and type of employment
- B. The employee's position classification.
- C. The number of cumulative hours earned.
- D. Maximum amount of compensatory hours for cash out.

#### ELECTION PROCESS:

As to employees covered by the MOU that adopt the County's policy, of Constructive Receipt the following conditions shall apply:

- A. To cash out leave, an employee must make an irrevocable election to cash out leave in the calendar year proceeding taxable calendar year in which the leave is cashed out.
- B. Elections will be processed each calendar year during the Benefits Open Enrollment period for employees hired prior to that open enrollment period (September-November) during which time an employee will have the opportunity to make an irrevocable election of cash in lieu of leave hours for hours scheduled to accrue in the next taxable calendar year.
- C. All elections must be received and recorded by the Auditor-Controller's Office on or before December 31<sup>st</sup> of the calendar year preceding the taxable calendar year accrual and cash out period (taxable pay periods between January 1 and December 31).
- D. Employees hired after December 31<sup>st</sup> shall not be eligible to elect a purchase until the next calendar year.
- E. DSA Employees: Employees exercising the cash out option must contain at least the number of hours of comp leave banked that they wish to buy back.
- F. Employees that qualify for the election process may cash out up to a maximum of eighty (80) hours of accrued compensatory time per calendar year (example: member elects to convert 30 hours in July; he or she can only convert 50 hours in December). Payment of the cash out will be completed two times per year in July and December. The scheduled date is available at the Auditor-Controller's Office, Payroll.
- G. If an employee elects into the Cash in Lieu Program for the July payment and does not qualify based on hours available, the request for cash out will carry over to the December payment.
- H. If an employee elects into the Cash In Lieu Program and does not qualify, Payroll will notify them that no payment will be processed.
- I. Employees ineligible to receive cash in lieu of leave hours must wait for the next open enrollment cycle to perform another election to purchase.



# COUNTY OF INYO

## EMPLOYEE TRAINING, CONTINUING EDUCATION AND TUITION ASSISTANCE POLICY

\*This policy currently applies to ICEA, ICPPOA, Non-Represented and Management Employees

### STATEMENT OF POLICY

It is the policy of the County of Inyo to encourage training, self-improvement and personal development programs for employees which includes three (3) general categories: on-the-job training; continuing education, and tuition assistance programs. In its discretion, the County may provide limited financial assistance in the form of tuition assistance loans for a given employee's participation in an education program.

### ON-THE-JOB TRAINING

Responsibility for developing and assigning on-the-job training programs for employees shall be assumed jointly by the Department Head, Personnel staff, and the employee's supervisor. Such training may include demonstration, assignments of reading matter, lecture courses; seminars, conferences, and/or training courses inside and outside the workplace, or such other devices as may be available for the purpose of improving the effectiveness in broadening the knowledge of employees in the performance of their respective duties. All on-the-job training shall be assigned or otherwise approved in advance by the County and the cost of on-the-job training will be paid by the County.

### CONTINUING EDUCATION

Employees who, as a job requirement of their current employment, must utilize certifications or licenses which require renewal or continuing education will have the cost of doing so paid by the County. The time associated with participating in the continuing education program will count as time worked. The continuing education program, course,





or class required to renew certificate or license, and associated use of time and travel expense, must be approved in advance by the County, and are expected to be planned in advance of the deadline for acquiring them, and achieved using the most cost-effective means available. The County will not provide reimbursement for continuing education activities and associated costs not approved in advance by the County. Nothing in this policy shall be construed as limiting an employee's ability to select and attend a continuing education program, certificate, license renewal course, or class of his or her choice, at their expense and on their time

## TUITION ASSISTANCE

Personal and professional development of employees can be beneficial to both employees and the County. In this regard, the County understands that some employees on their own initiative and on their own time (outside of work), may wish to voluntarily pursue advanced education programs leading to college degrees, certificates, or professional licenses. Although pursuit of such education programs is not mandated by the County for employees, the County recognizes that an employee's attainment of a degree, certificate, or professional license that is not a job requirement for their current employment may be a benefit to the County. As such, in accordance with eligibility criteria described below and subject to available funding, the County may provide limited financial assistance to employees in the form of tuition assistance loans that may be satisfied over time through continued County employment.

## ELIGIBILITY FOR TUITION ASSISTANCE

To be considered for the Tuition Assistance Program, an individual must be a full-time employee and have received a performance evaluation of "Meet Standards", "Exceeds Standards", or "Exemplary" during the most recent rating period. Probationary employees are generally not eligible to be considered for tuition assistance except in the case of probation due to promotional reclassification. The County Administrator/Personnel Director may make exceptions; in his/her sole discretion based upon the potential benefit to the County, for newly hired employees who are already participating in an advanced education program.



In addition, the advanced education program or course(s) must be employment related, a benefit to the County, and be provided through an accredited educational institution. Conferences, conventions, seminars, workshops, short courses, etc. are not eligible for Tuition Assistance Program. Attendance at these types of events will typically be handled at the department level. Programs in specific courses of study that do not result in a degree or certificate may be pursued on a case-by-case basis through on- the-job training.

The advanced education program or course(s) must be pursued on the employee's personal time and shall not interfere with the employee's normal workday, and is not considered compensable time. Any scheduling impacts with the employee's job related duties and responsibilities must have prior approval from the employee's supervisor or Department Head, and utilize compensatory time off (or accrued leave other than sick leave) or a flexed work schedule.

## APPLICATION PROCESS AND ASSISTANCE PLAN

### 1. PRE-APPROVAL REQUIREMENT

To participate in the Tuition Assistance Program, an employee must be accepted into the course of study for which he/she is seeking tuition assistance, complete an application provided by the Personnel Office, and submit the completed and signed application to the Department Head. The Department Head reviews the application, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee's current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head may consult with the County Administrator/Personnel Director regarding County needs, if necessary.

Regardless of his or her recommendation, the Department Head must forward the employee's completed application for the Tuition Assistance Program to the County Administrator/Personnel Director who, in his or her sole discretion, will determine the employee's eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the employee's participation in the Tuition Reimbursement Program



and the associated level of reimbursement based on available funding in the selected course of study.

If an employee is pursuing a degree program, the entire course of study must be submitted as part of the application. Only those courses within the degree program that are employment related, as determined by the County Administrator /Personnel Director, are eligible to be considered for assistance. Required versus elective courses will be taken into account in this evaluation. Advanced degrees beyond the Masters level are not eligible for this program.

## 2. **CRITERIA**

### a. Employment Related

Eligibility for tuition assistance will be primarily based on the relevance for the employee's duties and responsibilities at the County, in the context of how the course of study will improve the employee's knowledge or skills as it relates to his/her current position, or to prepare him/her for a higher position within the organization. Course electives which are part of the degree program curriculum, and are chosen by the employee, and are relevant to the employee's current duties and responsibilities and/or professional development as a County employee, may be considered for assistance. The final decision on eligibility for assistance and acceptance into the program will be made by the County Administrator/Personnel Director in his/her sole discretion.

### b. Assistance (Loan Agreement)

Once accepted in the Tuition Assistance Program, an employee will be eligible to enter into a tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. Among other things, the agreement will provide for the County to loan the employee money toward agreed-upon tuition expenses up to a maximum dollar amount specified in the agreement and within the maximum rates/schedule specified by this Policy. Among other things, the agreement will specify the interest rate applicable to the loan, the term for repayment, and the minimum monthly payments which shall be forgiven under the terms of the agreement for each month that the employee remains



employed with County, beginning with the first month thereafter the employee draws upon the loan as described below. The employee will be permitted to draw down funding from the authorized loan amount over time toward approved tuition expenses after submission of satisfactory evidence that the course work associated with the tuition has been successfully completed with at least a grade of C, and provided that the employee has a minimum 2.0 GPA, at an accredited educational institution. Grades are determined by the educational institution. Subject to the maximum rate/schedule set forth in this Policy (see below) and the maximum dollar amounts of individual loan agreements, loan funds can potentially cover up to one hundred percent (100%) of tuition, however, no loan funds will be made available for any course which the employee has not received a minimum C grade (i.e. not C minus or lower). Additionally, the classes taken on an audit basis are not eligible for tuition assistance.

c. Assistance Rate/Schedule

- i. *Link to State University Fee-* The maximum amount of loan agreement funds that will be made available for tuition will be set at the highest cost per unit at inland California State University campuses within the Southern California area. Currently, these campuses include: Bakersfield, Dominguez Hills, Fresno, Fullerton, Los Angeles, Northridge, Pomona and San Bernardino. The Personnel Office will monitor the State University fee annually to ensure that the assistance rate is current in determining the per unit cost of tuition, the tuition cost for up to six units will be divided into the total cost (for example, the FY 2016-2017 Tuition is \$3,174 for up to six units, the per unit cost is \$529 per unit.)
- ii. *Subject to Available Funding- Tuition* Assistance Program funding will be limited to the Program budget approved by the Inyo County Board of Supervisors as part of the annual County Budget process. Generally, dollars budgeted for each fiscal year will be available on a first-come, first-served basis, with existing tuition loan agreements being prioritized for funding over new applications. In accordance with the terms and conditions specified in the tuition loan agreement, the





County will determine the amount of budgeted funds available in a given fiscal year for the employee to draw against for approved tuition expenses, and will earmark (reserve) a portion of the budgeted funds for that purpose.

- iii. *Grants/Scholarships* - If an employee receives assistance for approved educational classes/programs under the Veterans Administration, other federal/state student aid programs or public grants/scholarships, only the difference, if any, between such assistance and the cost the employee actually incurs, subject to the criteria established for maximum reimbursement, will be eligible for County assistance under this Policy.
- iv. *Use of Funds* - The purpose of the Tuition Assistance Program is to fund a portion of the cost of tuition for an approved course of study at an accredited institution. However, to the extent that the County Tuition Assistance Program funds are drawn down upon the completion of an approved course of study or discrete class, with a qualifying grade, and in accordance with the approved program application, the maximum rate/schedule specified by this Policy, and the tuition loan agreement, the employee may, in his/her sole discretion, apply funds to the cost of books, materials, supplies, fees for entrance to a university program, or similar expenses.

## STEPS FOR PARTICIPATING IN TUITION ASSISTANCE PROGRAM

1. Employee completes a County provided Tuition Assistance Program application and submits it to the Department Head for review. The employee must submit the application to participate in the Tuition Assistance Program for review at least sixty (60) days prior to the beginning of the course of study, but no sooner than the first day of April preceding the fiscal year for which application is being made to the Tuition Assistance Program. As provided for in the Tuition Assistance Program application, the employee must provide a



- detailed explanation of the course(s) and how the degree and/or course(s) related to the employee's professional development benefit the County of Inyo.
2. The Department Head reviews a signed application for completeness, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee's current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head will consult with the County Administrator/Personnel Director regarding County needs, if necessary. Regardless of his or her recommendation, the Department Head forwards the signed and completed application to the County Administrator/Personnel Office for review and consideration.
  3. Upon receiving complete applications , including the Department Head's recommendation, the County Administrator/Personnel Office will consider applications on a first-come first-served basis and, in his or her sole discretion will determine the employee's eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the employee's participation in the Tuition Reimbursement Program and the associated level of reimbursement based on available funding and selected course of study.
  4. Approval or modified approvals of applications for participation in the Tuition Assistance Program will be conditioned on budget availability, and final approval may not be made until adoption of the Final County Budget for the fiscal year in which application to the Tuition Assistance Program is made. Funding will be allocated in the order in which approved or modified applications were received. However, in the event that the number of applications received exceeds the available funding if all were fully funded, funding may be based on those applications that are deemed to provide the greatest potential benefit to the County and may be funded on a limited term basis (e.g. a semester as opposed to a degree program.) Employees already enrolled in an approved degree program in the prior year's Tuition Assistance Program, which maintain a 2.0 or higher GPA will be given top priority for continued funding (based on seniority in the Tuition Assistance Program) if their application is received by April 1 preceding the fiscal year for which application for continued participation in the Tuition Assistance Program is made.



5. Once accepted in the Tuition Assistance Program, the employee will be eligible to enter into the tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. See the discussion above under "application process."
6. Upon successful completion of a course that has been approved for tuition assistance under the Program and pursuant to their tuition loan agreement, the employee forwards a copy of their official grade reports, and original tuition receipts to the Personnel Office with a request to draw down their loan. The employee must submit, with each grade report, a separate tuition assistance (loan) approval/acceptance form per semester, trimester or quarter.
7. Request to draw against the loan amount specified in an employee's tuition loan agreement for an approved course must be submitted by the employee within three (3) months after completion of the course(s), but not later than the 31<sup>st</sup> day of July following the fiscal year in which the course was successfully completed. Request to draw against the loan amount specified in the employee's tuition loan agreement which are submitted after the three (3) month specified deadline, or after July 31st, whichever is less, will not be considered or approved by the Personnel Office.



# Wellness Bonus Affidavit Form

It is the purpose of the Wellness Bonus Program to improve the overall well-being of our employees by promoting mental, physical, nutritional, and emotional health. The goal is to provide County employees as many options and as much flexibility as possible to find a physical activity which promotes aerobic exercise, flexibility, and/or strength training and provide for integrative health and wellness programs.

The Wellness Bonus Program provides a reimbursement of up to \$500 for specific wellness activities during the program year.

The program is by calendar year with a reimbursement submission period of January 1 – December 15. This is payable through payroll and is includable in employee's income, pursuant to IRC Section 213(d)

Allowable Reimbursement Costs	Examples
Entry, Registration, Participation, and League Fees	<ul style="list-style-type: none"> <li>Fees for participation in group, team, or league sporting activities</li> <li>Softball or Golf League</li> <li>Foot Race Entry Fees (5k, 10k, Marathon, etc.)</li> <li>Bicycle Race Entry Fees</li> </ul> <p><b>Note:</b> Fees for individual employee participating on a team only. Fee for entire team excluded</p>
Fitness Classes/Activities	<ul style="list-style-type: none"> <li>Physical fitness / exercise classes, certified trainers</li> <li>Yoga / Pilates / Zumba / T'ai Chi</li> <li>Boot Camp</li> <li>Alpine or Cross Country Ski or Snowboard Ticket/Annual Pass</li> </ul> <p><b>Note:</b> Travel, lodging, and food are not reimbursable under Wellness (e.g. health, wellness, and fitness retreats)</p>
Health and Wellness Promotion & Education	<ul style="list-style-type: none"> <li>Classes and educational programs with primary focus to improve health and wellness.</li> <li>Wellness workshops, on-line training</li> <li>Includes meditation, massage, and acupuncture</li> <li>Smoking cessation programs (including patches)</li> <li>Stress reduction programs</li> </ul> <p><b>Note:</b> Travel, lodging, and food are not reimbursable under Wellness (e.g. health, wellness, and fitness retreats)</p>
Health Club Membership	<ul style="list-style-type: none"> <li>Health club physical fitness/exercise classes</li> </ul>
Personal Training	<ul style="list-style-type: none"> <li>Strength training</li> <li>Pilates reformer training</li> <li>Personal training</li> <li>Suspension System training</li> <li>Fitness Assessments</li> </ul>
Physical Fitness Products and Equipment	<ul style="list-style-type: none"> <li>Sporting and exercise equipment, athletic safety and protective gear, running shoes, weights, gloves, exercise mats, ski or snowboard equipment (snowboard, skis, poles, boots)</li> </ul> <p><b>Note:</b> Excludes clothing, fitness apparel, and uniforms</p>
Recreational Classes and Sport Lessons	<ul style="list-style-type: none"> <li>Personal training and individual coaching</li> <li>Tennis/Golf</li> </ul>

	<ul style="list-style-type: none"> <li>• Karate/Tae Kwon Do/Jiu Jitsu/Martial Arts</li> <li>• Dance classes</li> </ul>
Weight Reduction Programs	<ul style="list-style-type: none"> <li>• Exercise programs</li> <li>• Diet management programs (Weight Watchers, Jenny Craig, etc.)</li> <li>• Stress reduction programs</li> <li>• Nutrition Classes</li> <li>• Healthy eating and cooking classes to support health related goals</li> <li>• Weight loss coaching</li> </ul> <p><b>Note:</b> Excludes food, food preparation equipment and food and nutritional supplements, medications; Excludes residential dietary/weight loss programs</p>

Please indicate the allowable reimbursement activity and amount you are requesting:

	Entry, Registration, Participation, and League Fees	\$
	Fitness Classes	\$
	Health and Wellness Promotion & Education	\$
	Health Club Membership	\$
	Personal Training	\$
	Physical Fitness Products and Equipment	\$
	Recreational Classes and Sport Lessons	\$
	Weight Reduction Programs	\$
	<b>TOTAL</b>	\$

I understand that I must keep expense receipts for 3 years from date of submission for reimbursement and will be subject to audit anytime during the 3-year period.

I understand I must truthfully complete and submit this affidavit in order to be eligible for the Wellness Bonus reimbursement. Furthermore, I understand that purposefully falsifying this form and not keeping verification/receipts for reimbursed expenses constitutes fraud against the Program, and will be subject to disciplinary action, up to and including termination of employment.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF INYO  
AND  
THE INYO COUNTY PROBATION PEACE OFFICERS ASSOCIATION  
April 1, 2024- June 30, 2027**

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## **ARTICLE 1. RECOGNITION**

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Probation Peace Officers Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

The County recognizes the Association represents the following classifications under this MOU:

Deputy Probation Officer (I, II, III)  
Rehabilitation Specialists (I, II, III)  
Probation Services Coordinator

## **ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS**

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association, and Resolutions approving such prior Memoranda of Understanding.

## **ARTICLE 3. NON-DISCRIMINATION**

**Section 1.** The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

**Section 2.** The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

**Section 3.** Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

## **ARTICLE 4. WORKDAY AND WORKWEEK**

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- a. Full-time permanent employees on either a seven- or eight-hour daily work schedule will work five consecutive days, with two consecutive days off.
- b. Full-time permanent employees on a four-day, ten hour per day work schedule will work four consecutive days with three consecutive days off.

- c. The County Administrator may in his/her discretion based upon recommendation from a Department Head change work hours and/or workshifts on a temporary basis in such department or work unit thereof.

## **ARTICLE 5. OVERTIME AND COMPENSATORY TIME - FULL TIME PERMANENT**

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time nonexempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours for those non-exempt full-time employees scheduled on a 35-hour work week. Time and one-half compensation will be paid after 40 hours for those full-time non-exempt employees scheduled on a 40-hour work week. Non-exempt full-time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- a. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- b. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2). The compensatory time may be banked as provided in paragraph e. below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- c. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.

County will allow non-exempt full-time employees to carry 120 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate. On two (2) occasions (December and July: First full pay period) an employee may elect to convert compensatory time into a cash payment, at the rate of pay, including retention incentive pay, up to a total of forty (40) hours of accrued compensatory time in a calendar year. (Example: member elects to convert thirty (30) hours in July; member can only convert ten (10) in December.)

See Attachment B for guidelines of cash in lieu of.

## **ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION**

- a. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$85.00 for performing standby duties on each regularly scheduled day and \$135.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two

hours compensation minimum at the rate of time and one-half. Provided, however, if the employee is not required to leave the location at which he/she would otherwise remain (e.g. the employee takes a call at home, and/or makes calls from home) then the employee will receive time and one-half for the actual hours (calculated in 15-minute increments) worked. The 15-minute increment does not mean that each call is paid separately in 15-minute intervals. Instead, the first call starts a 15-minute period during which all subsequent calls are covered. If a second call comes in after this initial 15-minute period, another 15-minute increment is paid, covering all calls within this new period. For example, if an employee takes a call at 8:00, a second call at 8:07, and a third call at 8:22, they will be paid for one 15-minute increment covering the 8:00 and 8:07 calls, and a second 15-minute increment for the 8:22 call, totaling 30 minutes. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.

- c. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he or she may be needed, but not formally placing the employee on standby.

## ARTICLE 7. SALARIES

- a. Compensation: The parties agree to implement the recommended changes to the salary structure, transitioning from "Ranges" to "Grades" and adding two new salary steps, F and G. The parties will adhere to the recommendations of Evergreen Solutions LLC in determining the appropriate salary grade for each classification (Attachment A). All employees will be placed into the new structure, ensuring that they are brought up to at least the minimum salary step, which may result in an up or down change to the employee's current step to ensure there shall be no reduction in an employee's current base wages as a result of this implementation.

Implementation of the new salary structure will be retro to the first full pay period of April 2024. Any employee that received a career ladder or step increase from April 1, 2024 to the ratification of this MOU shall have said change applied to their placement in the new salary structure.

The first pay period of July and each year after, members shall receive a COLA determined by the March to March CPI-U for Riverside-San Bernardino-Ontario, with a minimum of a 0% to no more than 4%.

- b. Longevity Pay: The County agrees to provide the following Longevity Pay to support retention: At year six (6) on the anniversary date the employee will receive a one percent (1%) increase to the base salary and will receive a half percent (0.5%) increase every year after until employee reaches a total of eight percent (8%) and twenty (20) years of service.
- c. Shift Differential: Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- d. Transport Pay: Any employee whose shift is adjusted or changed to accommodate the County with a transport shall be paid an additional \$100.00 stipend for each transport. Employees who are

working their regularly scheduled shift and complete a transport which takes them beyond their scheduled time off would not qualify for this stipend, however, they would be paid overtime consistent with Article 5.

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

## ARTICLE 8.

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## ARTICLE 9. INSURANCE BENEFITS

- a. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- b. County agrees to pay seventy five percent (75%) of the premium of PERS Platinum (employees will be responsible for twenty five percent (25%) of the premium, eighty percent (80%) of the premium of PORAC (employees will be responsible for twenty percent (20%) of the premium) or one hundred percent (100%) of PERS Gold or EPO. The parties agree to meet and confer over any changes to Plan names or Plan configurations by PERS during the life of the MOU.
- c. The County will reimburse to those employees opting into the County's medical coverage one hundred percent (100%) of the annual medical deductible after the full deductible per person has been paid up to \$1000.
- d. Dental: County agrees to pay 100% of the monthly premium (for employee and dependents) for dental insurance during the term of this MOU. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- e. Optical: County agrees to pay 100% of the monthly premium (for employee and dependents) for the optical insurance during the term of this MOU.
- f. Life: County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy on employee during the term of this MOU.
- g. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
  - Eligible for *employee only* coverage - \$200.00 per pay period
  - Eligible for *employee plus one* coverage - \$300.00 per pay period
  - Eligible for *family* coverage - \$400.00 per pay period

An employee receiving medical coverage, in part or fully funded, through a State or Federally funded program, is not eligible for the provisions of this subsection g.

- h. The County shall contract with AirMedCare Network to provide insurance covering the cost of air ambulance transport from the region to remote treatment facility for the employee (and their family) so long as they are employed by Inyo County. The employee may choose to add on

additional items to this insurance offering, including but not limited to return flight insurance, at their own expense, through a payroll deduction.

- i. Wellness Bonus: The purpose of the Inyo County Wellness Benefit is to improve the level of health and wellness among ICPPOA members to improve their overall degree of wellness. The County will reimburse employees up to a maximum of \$500 per calendar year for fitness and wellness activities during said calendar year payable through payroll. Members seeking reimbursement shall submit an affidavit on a form provided for by the County. Activities subject to this wellness bonus are set forth on said affidavit (Attachment D).

## **ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

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

## **ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

“Except as otherwise specified in article 8, County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County’s Short-Term Disability Insurance Plan (as the same may be amended from time to time).” Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short-Term Disability Program.

## **ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for employees.

## **ARTICLE 13. REASONABLE ACCESS, CONTRACTING OUT**

Reasonable Access - The practice will continue, which allows ICPPOA Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources.

Contracting Out – The County agrees to address contracting out of County Services in accordance with all applicable laws.

## **ARTICLE 14. CAREER LADDER PROCESS**

As outlined in Personnel Rules 5.19, Career Ladder, a career ladder is a term used to define movement through a job series without posting of the position (e.g. Probation Officer I-III) as the employee acquires additional skills, responsibilities and experience. Career ladder advancements do not require a vacant position. Job titles or positions within a job series constitute distinct classifications.

5.19 Career Ladders. Due to the nature of some classifications, various County positions have been assigned career ladders through the classification plan. These progressions are part of a job series and identified in the applicable job descriptions. Each rung on the career ladder represents a distinct classification.

The following classifications have been designated as a career ladder series:

- Deputy Probation Officer I – III
- Rehabilitation Specialist I - III
  
- Advancement from a I to II
  - Employee who meets the minimum requirements for the II level, and who also receives a rating of “satisfactory” (employee must receive a three (3) [meets] or higher in every individual rating criteria) on their most recent annual evaluation report will advance to level II.
  
- Advancement from a II to III

Employee must meet the minimum qualifications for the next level in the career ladder.

- Employee must receive a minimum overall rating of “Meets Expectations” in all categories on their most recent annual performance evaluation report.

Should the employee meet expectations in every category in their current position, the Department shall conduct a skills assessment based on the minimum qualifications of the next position on the ladder to determine whether the employee is eligible to move to the next level. This assessment shall be shared with the employee. Should the employee not be ready, they shall be eligible for assessment again at their next evaluation.

Department Head must provide written documentation that moving the employee to the higher level will benefit the efficiency and functioning of the Department. A copy of the document must be signed by the Department Head and employee and transmitted to Personnel with the request for inclusion in the employee’s personnel file.

## **ARTICLE 15. EMPLOYEE TRAINING AND TUITION PROGRAM**

The County will reimburse educational expenses in accordance with the “Employee Training and Tuition Assistance Program Policy” (Attachment C). The County will also continue to reimburse all costs for licenses and certifications used in the course of employment.

## **ARTICLE 16. SICK LEAVE**

- a. Each employee shall accrue a total of 120 hours per year. There is no limit on the amount of sick leave that may be accrued. Notwithstanding Personnel Rule 10.10, newly hired employees eligible to accrue sick leave shall be granted 24 hours of sick leave on their first working day.
  
- b. The County recognizes that the ICPPOA membership has created a sick leave pool for use by those members who have exhausted all of their accrued leave (flex, vacation, sick, and CTO) due to a non-

industrial illness or injury. Any ICPPOA member in good standing may request hours from the sick leave pool by submitting a written request to the ICPPOA Board of Directors. Once approved the ICPPOA president will notify the County Administrative Officer. An employee may only receive a cumulative total of one hundred and sixty (160) hours during a twelve-month period.

- c. Any employee may donate up to a maximum of ten (10) days or eighty (80) hours per year of unused sick leave to the sick leave pool. Employees will have two fifteen (15)-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave pool.
- d. Employees who retire from the County may convert all up to a maximum of two hundred sixty (260) days or two thousand eighty (2080) hours of unused sick leave into service credit or donate unused sick leave to the sick leave pool, without complying with the timeframe outlined in Section c. of this article.

## ARTICLE 17. VACATION LEAVE

An employee may accrue a maximum of 280 vacation hours.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 280-hour cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 280-hour cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive workdays based on extenuating circumstances.

## ARTICLE 18. FLEXIBLE LEAVE

The County shall grant employees 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not carry over from one fiscal year to the next. However, if an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

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

July 1-October 31 .....	Five (5) days
November 1 - February 29.....	Three (3) days
March 1 - June 30 .....	One (1) day

## ARTICLE 19. HOLIDAYS

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

January 1 (New Year's Day)  
Third Monday in January (MLK Day)  
Third Monday in February (President's Birthday)  
Last Monday in May (Memorial Day)  
July 4 (Independence Day)  
First Monday in September (Labor Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
Friday immediately following Thanksgiving Day  
December 24 (Christmas Eve)  
December 25 (Christmas Day)  
December 31 (New Year's Eve)

- b. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week and who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour workday. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

## ARTICLE 20. RETIREMENT PROVISIONS

PERS Employees hired prior to January 1, 2013 (Classic)

- a. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefit to miscellaneous employees shall consist of:
1. Final compensation to be based on highest one year's salary;
  2. Include post-retirement survivor allowance;
  3. Allow 260 days of accrued sick leave to be added to service credit;
  4. Employer Paid Member Contribution (EPMC)
  5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPR. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.



- f. Inyo County shall implement a revised retiree health benefit plan as provided for in California Government Code section 22893, applicable to employees hired on or after the date on which the revised retiree health benefit plan is adopted, as soon as reasonably practicable.

## **ARTICLE 21. PERSONNEL RULES**

The Personnel Rules are hereby incorporated by reference.

Personnel Rule 10.13 - Bereavement Leave Due to Death of Family Member: Whenever it is reasonably necessary for an employee in a classified service to be absent from duty because of the death of a family member, he or she may request permission from his/her department head to be absent for not more than ten (10) calendar days (80 hours) with pay, per death. Any time off granted shall be charged to sick leave. Any additional days shall be charged to vacation or flex days.

## **ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

## **ARTICLE 23. TRAVEL PAY**

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

## **ARTICLE 24. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY**

**Section 1. Dues Deductions.** The County agrees to deduct association dues from the wages of all ICPPOA members who have filed a written authorization with the association. The County will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to. If at anytime an employee requests the County stop deducting association dues from their pay checks, the County will refer said employee to the Association.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

**Section 2. Indemnification.** The county will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

**Section 3. ICPPOA Release Time.** County will release with pay ICPPOA Board of Directors or other ICPPOA members (maximum seven (7) employees) assigned to established ICPPOA committees, from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICPPOA providing to the County a minimum of thirty (30) days' notice for any meeting or training that will require members to be away from work in excess of three (3) hours. ICPPOA and Personnel will work together to assure that such meetings or training will not adversely impact departments. Department heads will discuss with the Personnel Office any difficulties concerning ICPPOA release time prior to discussing such matters with the ICPPOA Board or any member of the ICPPOA Board.

## **ARTICLE 25. OUT OF CLASSIFICATION PAY**

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, whichever is greater, after five (5) working days, effective the first day worked.

## **ARTICLE 26. FLSA EXEMPT**

Does not apply to any current represented classifications.

## **ARTICLE 27. PROBATION PERIOD**

All employees under this MOU will serve a 12-month probationary period.

## **ARTICLE 28. UNIFORMS**

**Section 1.** The following uniform allowance applies only to full-time Probation Officers, Probation Services Coordinator and Rehabilitation Specialist, who are required to wear a full uniform.

- a. The uniform allowance shall be \$1,400.00 per year for the cleaning, replacement (normal wear and tear ONLY) and maintenance of clothing.
- b. This allowance shall be paid per pay period in the amount of \$53.85.
- c. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the department. Normal wear and tear of clothing articles is not included.

New employees only will receive a \$350.00 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$350.00 advancement is to come from the current \$1,400.00 annual payment, whereby a new employee's uniform allowance shall be reduced for the proration of the advance payment to \$40.38 per pay period for the first year of employment.

## **ARTICLE 29. SPECIAL ASSIGNMENT PAY**

Any Probation Officer assigned to a recognized special assignment by the Chief or his/her designee shall be paid an additional 5% of their base pay for so long as they serve in such assignment. To qualify as a recognized special assignment the employee would have to complete a minimum of 40 hours of training in a specific field such as narcotics, sex crimes, crimes against children, etc.

- a. Up to one (1) sworn Probation personnel assigned to provide other employees with Weaponless Defense Training (WDT) shall receive an additional five percent (5%) of his/her base pay.
- b. Up to one (1) sworn Probation personnel in an armed assignment, assigned as a Firearms Instructor shall receive an additional five percent (5%) of his/her base pay.
- c. Employees who successfully demonstrate the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

Spanish I – Those who can communicate with the public = (2%) of their base rate of pay.

Spanish II – Those who interview and interrogate = (3%) of their base rate of pay.

Spanish III – Those who speak, read, and write = (5%) of their base rate of pay.

Upon passing the testing procedure administered by Human Resources, Department Heads will assign the level which they qualify to the employee.

Employees shall receive Spanish III compensation upon successfully passing of an exam that tests their oral communication skills, reading and writing ability.

The Association agrees to limit the number of paid Spanish speakers to four (4)

## **ARTICLE 30. PERFORMANCE EVALUATIONS**

Association will use county approved evaluation forms.

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

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

## **ARTICLE 32. MATERNITY LEAVE OF ABSENCE**

Maternity leave is governed by Personnel Rule 10.2.

## **ARTICLE 33.**

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## **ARTICLE 34. SMOKING**

There shall be no vaping, smoking or chewing of tobacco in any County facility or County vehicle. Employees vaping and/or smoking on County property shall smoke in designated smoking areas, which areas will be agreed to by the County and Association.

## **ARTICLE 35. MISTAKEN OVERPAYMENTS**

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

## **ARTICLE 36. LETTER OF REPRIMAND**

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the Director of Personnel Services, who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning, or counseling.

## **ARTICLE 37. AUTHORIZED AGENTS**

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County  
County Administrative Officer  
P.O. Box N  
Independence, CA 93526
- B. President ICPPOA  
P.O. Box 153  
Bishop, CA 93515
- C. Agent  
Mastagni, Holstedt, Amick, Miller, Johnsen & Uhrhammer  
1912 I Street  
Sacramento, CA 95814

## **ARTICLE 38. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

**Section 1.** It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

**Section 2.** The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

## **ARTICLE 39. NO STRIKE-NO LOCKOUT**

**Section 1.** The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU and any future renegotiations thereof through any and all mandatory impasse administrative procedures, they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

**Section 2.** The County agrees that it shall not lockout its employees during the term of this MOU and any future renegotiations thereof through any and all mandatory impasse administrative procedures. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

**Section 3.** Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

**Section 4.** In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

## **ARTICLE 40. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel rules and policies.

## **ARTICLE 41. SEPARABILITY**

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

## ARTICLE 42. WAIVER

**Section 1.** The parties mutually agree that, except as specifically provided herein, neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations or mediation leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations or mediation leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet-and-confer about any matter during the term of this MOU.

**Section 2.** The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or stand agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

**Section 3.** The parties acknowledge that this MOU shall not be in force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

## ARTICLE 43. MEMORANDUM OF UNDERSTANDING


This Memorandum of Understanding shall be in force from April 1, 2024, through June 30, 2027. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

## ARTICLE 44. RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 3<sup>rd</sup> day of December 2024.

COUNTY OF INYO:

  
Matt Kingsley  
Chairperson

INYO COUNTY PROBATION  
PEACE OFFICERS ASSOCIATION  
  
Lisa Vetter (Nov 27, 2024 10:27 PST)  
\_\_\_\_\_  
Lisa Vetter  
ICPPOA President

## ATTACHMENT A

Title	Grade Change	Step Change	Salary Change
REHAB SPECIALIST 01 → REHAB SPECIALIST I	60 → 6	A → A	\$51,696.00 → \$53,756.98 (+ 2.81%)
REHAB SPECIALIST 01 → REHAB SPECIALIST I	60 → 6	E → E	\$62,808.00 → \$64,008.10 (+ 1.91%)
REHAB SPECIALIST 03 → REHAB SPECIALIST III	64 → 9	E → D	\$68,976.00 → \$70,933.73 (+ 2.84%)
PROBATION SERVICES COORDINATOR	67 → 9	A → A	\$60,090.00 → \$62,230.42 (+ 3.56%)
PROBATION OFFICER 01 → PROBATION OFFICER I	67 → 9	E → E	\$73,920.00 → \$74,097.38 (+ 0.24%)
PROBATION OFFICER 03 → PROBATION OFFICER III	73 → 12	E → F	\$85,344.00 → \$89,602.63 (+ 4.99%)

# ATTACHMENT A

Classification	Recommended Title	CurrentPay Grade	Current Minimum	Current Midpoint	Current Maximum	ProposedGrade	Proposed Minimum	Change	Proposed Midpoint	Change	Proposed Maximum	Change
REHAB SPECIALIST 01	REHAB SPECIALIST I	60	\$ 50,724	\$ 56,166	\$ 61,608	6	\$ 53,756.98	6% \$	61,800.96	10% \$	69,844.95	13%
REHAB SPECIALIST 02	REHAB SPECIALIST II	62	\$ 52,092	\$ 57,708	\$ 63,324	7	\$ 56,444.83	8% \$	64,891.01	12% \$	73,337.19	16%
REHAB SPECIALIST 03	REHAB SPECIALIST III	64	\$ 55,668	\$ 61,650	\$ 67,632	9	\$ 62,230.42	12% \$	71,542.34	16% \$	80,854.26	20%
PROBATION SERVICES COORDINATOR	PROBATION SERVICES COORDINATOR	67	\$ 59,724	\$ 66,108	\$ 72,492	9	\$ 62,230.42	4% \$	71,542.34	8% \$	80,854.26	12%
PROBATION OFFICER 01	PROBATION OFFICER I	67	\$ 59,724	\$ 66,108	\$ 72,492	9	\$ 62,230.42	4% \$	71,542.34	8% \$	80,854.26	12%
PROBATION OFFICER 02	PROBATION OFFICER II	70	\$ 62,904	\$ 69,708	\$ 76,512	10	\$ 65,341.94	4% \$	75,119.46	8% \$	84,896.97	11%
PROBATION OFFICER 03	PROBATION OFFICER III	73	\$ 68,820	\$ 76,260	\$ 83,700	12	\$ 72,039.49	5% \$	82,819.20	9% \$	93,598.91	12%



New **Step** Plan - Effective 4/11/2024

UNG

New Step Plan - Effective 7/04/2024

UNG



## COUNTY OF INYO

### CASH IN LIEU OF LEAVE HOURS POLICY ~~APPENDIX B~~

#### ELIGIBILITY:

Requirements for obtaining eligibility to receive cash in lieu of compensatory (comp) hours are set forth in "Article 3 – Overtime and Compensatory Time" of the Deputy Sheriff's Association (DSA) MOU or Resolution, and may include:

- A. The employee's hire date and type of employment
- B. The employee's position classification.
- C. The number of cumulative hours earned.
- D. Maximum amount of compensatory hours for cash out.

#### ELECTION PROCESS:

As to employees covered by the MOU that adopt the County's policy, of Constructive Receipt the following conditions shall apply:

- A. To cash out leave, an employee must make an irrevocable election to cash out leave in the calendar year proceeding taxable calendar year in which the leave is cashed out.
- B. Elections will be processed each calendar year during the Benefits Open Enrollment period for employees hired prior to that open enrollment period (September-November) during which time an employee will have the opportunity to make an irrevocable election of cash in lieu of leave hours for hours scheduled to accrue in the next taxable calendar year.
- C. All elections must be received and recorded by the Auditor-Controller's Office on or before December 31<sup>st</sup> of the calendar year preceding the taxable calendar year accrual and cash out period (taxable pay periods between January 1 and December 31).
- D. Employees hired after December 31<sup>st</sup> shall not be eligible to elect a purchase until the next calendar year.
- E. DSA Employees: Employees exercising the cash out option must contain at least the number of hours of comp leave banked that they wish to buy back.
- F. Employees that qualify for the election process may cash out up to a maximum of eighty (80) hours of accrued compensatory time per calendar year (example: member elects to convert 30 hours in July; he or she can only convert 50 hours in December). Payment of the cash out will be completed two times per year in July and December. The scheduled date is available at the Auditor-Controller's Office, Payroll.
- G. If an employee elects into the Cash in Lieu Program for the July payment and does not qualify based on hours available, the request for cash out will carry over to the December payment.
- H. If an employee elects into the Cash In Lieu Program and does not qualify, Payroll will notify them that no payment will be processed.
- I. Employees ineligible to receive cash in lieu of leave hours must wait for the next open enrollment cycle to perform another election to purchase.



# COUNTY OF INYO

## EMPLOYEE TRAINING, CONTINUING EDUCATION AND TUITION ASSISTANCE POLICY

\*This policy currently applies to ICEA, ICPPOA, Non-Represented and Management Employees

### STATEMENT OF POLICY

It is the policy of the County of Inyo to encourage training, self-improvement and personal development programs for employees which includes three (3) general categories: on-the-job training; continuing education, and tuition assistance programs. In its discretion, the County may provide limited financial assistance in the form of tuition assistance loans for a given employee's participation in an education program.

### ON-THE-JOB TRAINING

Responsibility for developing and assigning on-the-job training programs for employees shall be assumed jointly by the Department Head, Personnel staff, and the employee's supervisor. Such training may include demonstration, assignments of reading matter, lecture courses; seminars, conferences, and/or training courses inside and outside the workplace, or such other devices as may be available for the purpose of improving the effectiveness in broadening the knowledge of employees in the performance of their respective duties. All on-the-job training shall be assigned or otherwise approved in advance by the County and the cost of on-the-job training will be paid by the County.

### CONTINUING EDUCATION

Employees who, as a job requirement of their current employment, must utilize certifications or licenses which require renewal or continuing education will have the cost of doing so paid by the County. The time associated with participating in the continuing education program will count as time worked. The continuing education program, course,





or class required to renew certificate or license, and associated use of time and travel expense, must be approved in advance by the County, and are expected to be planned in advance of the deadline for acquiring them, and achieved using the most cost-effective means available. The County will not provide reimbursement for continuing education activities and associated costs not approved in advance by the County. Nothing in this policy shall be construed as limiting an employee's ability to select and attend a continuing education program, certificate, license renewal course, or class of his or her choice, at their expense and on their time

## TUITION ASSISTANCE

Personal and professional development of employees can be beneficial to both employees and the County. In this regard, the County understands that some employees on their own initiative and on their own time (outside of work), may wish to voluntarily pursue advanced education programs leading to college degrees, certificates, or professional licenses. Although pursuit of such education programs is not mandated by the County for employees, the County recognizes that an employee's attainment of a degree, certificate, or professional license that is not a job requirement for their current employment may be a benefit to the County. As such, in accordance with eligibility criteria described below and subject to available funding, the County may provide limited financial assistance to employees in the form of tuition assistance loans that may be satisfied over time through continued County employment.

## ELIGIBILITY FOR TUITION ASSISTANCE

To be considered for the Tuition Assistance Program, an individual must be a full-time employee and have received a performance evaluation of "Meet Standards", "Exceeds Standards", or "Exemplary" during the most recent rating period. Probationary employees are generally not eligible to be considered for tuition assistance except in the case of probation due to promotional reclassification. The County Administrator/Personnel Director may make exceptions; in his/her sole discretion based upon the potential benefit to the County, for newly hired employees who are already participating in an advanced education program.



In addition, the advanced education program or course(s) must be employment related, a benefit to the County, and be provided through an accredited educational institution. Conferences, conventions, seminars, workshops, short courses, etc. are not eligible for Tuition Assistance Program. Attendance at these types of events will typically be handled at the department level. Programs in specific courses of study that do not result in a degree or certificate may be pursued on a case-by-case basis through on- the-job training.

The advanced education program or course(s) must be pursued on the employee's personal time and shall not interfere with the employee's normal workday, and is not considered compensable time. Any scheduling impacts with the employee's job related duties and responsibilities must have prior approval from the employee's supervisor or Department Head, and utilize compensatory time off (or accrued leave other than sick leave) or a flexed work schedule.

## APPLICATION PROCESS AND ASSISTANCE PLAN

### 1. PRE-APPROVAL REQUIREMENT

To participate in the Tuition Assistance Program, an employee must be accepted into the course of study for which he/she is seeking tuition assistance, complete an application provided by the Personnel Office, and submit the completed and signed application to the Department Head. The Department Head reviews the application, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee's current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head may consult with the County Administrator/Personnel Director regarding County needs, if necessary.

Regardless of his or her recommendation, the Department Head must forward the employee's completed application for the Tuition Assistance Program to the County Administrator/Personnel Director who, in his or her sole discretion, will determine the employee's eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the employee's participation in the Tuition Reimbursement Program



and the associated level of reimbursement based on available funding in the selected course of study.

If an employee is pursuing a degree program, the entire course of study must be submitted as part of the application. Only those courses within the degree program that are employment related, as determined by the County Administrator /Personnel Director, are eligible to be considered for assistance. Required versus elective courses will be taken into account in this evaluation. Advanced degrees beyond the Masters level are not eligible for this program.

## **2. CRITERIA**

### **a. Employment Related**

Eligibility for tuition assistance will be primarily based on the relevance for the employee's duties and responsibilities at the County, in the context of how the course of study will improve the employee's knowledge or skills as it relates to his/her current position, or to prepare him/her for a higher position within the organization. Course electives which are part of the degree program curriculum, and are chosen by the employee, and are relevant to the employee's current duties and responsibilities and/or professional development as a County employee, may be considered for assistance. The final decision on eligibility for assistance and acceptance into the program will be made by the County Administrator/Personnel Director in his/her sole discretion.

### **b. Assistance (Loan Agreement)**

Once accepted in the Tuition Assistance Program, an employee will be eligible to enter into a tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. Among other things, the agreement will provide for the County to loan the employee money toward agreed-upon tuition expenses up to a maximum dollar amount specified in the agreement and within the maximum rates/schedule specified by this Policy. Among other things, the agreement will specify the interest rate applicable to the loan, the term for repayment, and the minimum monthly payments which shall be forgiven under the terms of the agreement for each month that the employee remains



employed with County, beginning with the first month thereafter the employee draws upon the loan as described below. The employee will be permitted to draw down funding from the authorized loan amount over time toward approved tuition expenses after submission of satisfactory evidence that the course work associated with the tuition has been successfully completed with at least a grade of C, and provided that the employee has a minimum 2.0 GPA, at an accredited educational institution. Grades are determined by the educational institution. Subject to the maximum rate/schedule set forth in this Policy (see below) and the maximum dollar amounts of individual loan agreements, loan funds can potentially cover up to one hundred percent (100%) of tuition, however, no loan funds will be made available for any course which the employee has not received a minimum C grade (i.e. not C minus or lower). Additionally, the classes taken on an audit basis are not eligible for tuition assistance.

c. Assistance Rate/Schedule

- i. *Link to State University Fee-* The maximum amount of loan agreement funds that will be made available for tuition will be set at the highest cost per unit at inland California State University campuses within the Southern California area. Currently, these campuses include: Bakersfield, Dominguez Hills, Fresno, Fullerton, Los Angeles, Northridge, Pomona and San Bernardino. The Personnel Office will monitor the State University fee annually to ensure that the assistance rate is current in determining the per unit cost of tuition, the tuition cost for up to six units will be divided into the total cost (for example, the FY 2016-2017 Tuition is \$3,174 for up to six units, the per unit cost is \$529 per unit.)
- ii. *Subject to Available Funding- Tuition* Assistance Program funding will be limited to the Program budget approved by the Inyo County Board of Supervisors as part of the annual County Budget process. Generally, dollars budgeted for each fiscal year will be available on a first-come, first-served basis, with existing tuition loan agreements being prioritized for funding over new applications. In accordance with the terms and conditions specified in the tuition loan agreement, the





County will determine the amount of budgeted funds available in a given fiscal year for the employee to draw against for approved tuition expenses, and will earmark (reserve) a portion of the budgeted funds for that purpose.

- iii. *Grants/Scholarships* - If an employee receives assistance for approved educational classes/programs under the Veterans Administration, other federal/state student aid programs or public grants/scholarships, only the difference, if any, between such assistance and the cost the employee actually incurs, subject to the criteria established for maximum reimbursement, will be eligible for County assistance under this Policy.
- iv. *Use of Funds* - The purpose of the Tuition Assistance Program is to fund a portion of the cost of tuition for an approved course of study at an accredited institution. However, to the extent that the County Tuition Assistance Program funds are drawn down upon the completion of an approved course of study or discrete class, with a qualifying grade, and in accordance with the approved program application, the maximum rate/schedule specified by this Policy, and the tuition loan agreement, the employee may, in his/her sole discretion, apply funds to the cost of books, materials, supplies, fees for entrance to a university program, or similar expenses.

## STEPS FOR PARTICIPATING IN TUITION ASSISTANCE PROGRAM

1. Employee completes a County provided Tuition Assistance Program application and submits it to the Department Head for review. The employee must submit the application to participate in the Tuition Assistance Program for review at least sixty (60) days prior to the beginning of the course of study, but no sooner than the first day of April preceding the fiscal year for which application is being made to the Tuition Assistance Program. As provided for in the Tuition Assistance Program application, the employee must provide a



- detailed explanation of the course(s) and how the degree and/or course(s) related to the employee's professional development benefit the County of Inyo.
2. The Department Head reviews a signed application for completeness, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee's current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head will consult with the County Administrator/Personnel Director regarding County needs, if necessary. Regardless of his or her recommendation, the Department Head forwards the signed and completed application to the County Administrator/Personnel Office for review and consideration.
  3. Upon receiving complete applications , including the Department Head's recommendation, the County Administrator/Personnel Office will consider applications on a first-come first-served basis and, in his or her sole discretion will determine the employee's eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the employee's participation in the Tuition Reimbursement Program and the associated level of reimbursement based on available funding and selected course of study.
  4. Approval or modified approvals of applications for participation in the Tuition Assistance Program will be conditioned on budget availability, and final approval may not be made until adoption of the Final County Budget for the fiscal year in which application to the Tuition Assistance Program is made. Funding will be allocated in the order in which approved or modified applications were received. However, in the event that the number of applications received exceeds the available funding if all were fully funded, funding may be based on those applications that are deemed to provide the greatest potential benefit to the County and may be funded on a limited term basis (e.g. a semester as opposed to a degree program.) Employees already enrolled in an approved degree program in the prior year's Tuition Assistance Program, which maintain a 2.0 or higher GPA will be given top priority for continued funding (based on seniority in the Tuition Assistance Program) if their application is received by April 1 preceding the fiscal year for which application for continued participation in the Tuition Assistance Program is made.



5. Once accepted in the Tuition Assistance Program, the employee will be eligible to enter into the tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. See the discussion above under "application process."
6. Upon successful completion of a course that has been approved for tuition assistance under the Program and pursuant to their tuition loan agreement, the employee forwards a copy of their official grade reports, and original tuition receipts to the Personnel Office with a request to draw down their loan. The employee must submit, with each grade report, a separate tuition assistance (loan) approval/acceptance form per semester, trimester or quarter.
7. Request to draw against the loan amount specified in an employee's tuition loan agreement for an approved course must be submitted by the employee within three (3) months after completion of the course(s), but not later than the 31<sup>st</sup> day of July following the fiscal year in which the course was successfully completed. Request to draw against the loan amount specified in the employee's tuition loan agreement which are submitted after the three (3) month specified deadline, or after July 31st, whichever is less, will not be considered or approved by the Personnel Office.



# Wellness Bonus Affidavit Form

It is the purpose of the Wellness Bonus Program to improve the overall well-being of our employees by promoting mental, physical, nutritional, and emotional health. The goal is to provide County employees as many options and as much flexibility as possible to find a physical activity which promotes aerobic exercise, flexibility, and/or strength training and provide for integrative health and wellness programs.

The Wellness Bonus Program provides a reimbursement of up to \$500 for specific wellness activities during the program year.

The program is by calendar year with a reimbursement submission period of January 1 – December 15. This is payable through payroll and is includable in employee's income, pursuant to IRC Section 213(d)

Allowable Reimbursement Costs	Examples
Entry, Registration, Participation, and League Fees	<ul style="list-style-type: none"> <li>Fees for participation in group, team, or league sporting activities</li> <li>Softball or Golf League</li> <li>Foot Race Entry Fees (5k, 10k, Marathon, etc.)</li> <li>Bicycle Race Entry Fees</li> </ul> <p><b>Note:</b> Fees for individual employee participating on a team only. Fee for entire team excluded</p>
Fitness Classes/Activities	<ul style="list-style-type: none"> <li>Physical fitness / exercise classes, certified trainers</li> <li>Yoga / Pilates / Zumba / T'ai Chi</li> <li>Boot Camp</li> <li>Alpine or Cross Country Ski or Snowboard Ticket/Annual Pass</li> </ul> <p><b>Note:</b> Travel, lodging, and food are not reimbursable under Wellness (e.g. health, wellness, and fitness retreats)</p>
Health and Wellness Promotion & Education	<ul style="list-style-type: none"> <li>Classes and educational programs with primary focus to improve health and wellness.</li> <li>Wellness workshops, on-line training</li> <li>Includes meditation, massage, and acupuncture</li> <li>Smoking cessation programs (including patches)</li> <li>Stress reduction programs</li> </ul> <p><b>Note:</b> Travel, lodging, and food are not reimbursable under Wellness (e.g. health, wellness, and fitness retreats)</p>
Health Club Membership	<ul style="list-style-type: none"> <li>Health club physical fitness/exercise classes</li> </ul>
Personal Training	<ul style="list-style-type: none"> <li>Strength training</li> <li>Pilates reformer training</li> <li>Personal training</li> <li>Suspension System training</li> <li>Fitness Assessments</li> </ul>
Physical Fitness Products and Equipment	<ul style="list-style-type: none"> <li>Sporting and exercise equipment, athletic safety and protective gear, running shoes, weights, gloves, exercise mats, ski or snowboard equipment (snowboard, skis, poles, boots)</li> </ul> <p><b>Note:</b> Excludes clothing, fitness apparel, and uniforms</p>
Recreational Classes and Sport Lessons	<ul style="list-style-type: none"> <li>Personal training and individual coaching</li> <li>Tennis/Golf</li> </ul>

	<ul style="list-style-type: none"> <li>• Karate/Tae Kwon Do/Jiu Jitsu/Martial Arts</li> <li>• Dance classes</li> </ul>
Weight Reduction Programs	<ul style="list-style-type: none"> <li>• Exercise programs</li> <li>• Diet management programs (Weight Watchers, Jenny Craig, etc.)</li> <li>• Stress reduction programs</li> <li>• Nutrition Classes</li> <li>• Healthy eating and cooking classes to support health related goals</li> <li>• Weight loss coaching</li> </ul> <p><b>Note:</b> Excludes food, food preparation equipment and food and nutritional supplements, medications; Excludes residential dietary/weight loss programs</p>

Please indicate the allowable reimbursement activity and amount you are requesting:

	Entry, Registration, Participation, and League Fees	\$
	Fitness Classes	\$
	Health and Wellness Promotion & Education	\$
	Health Club Membership	\$
	Personal Training	\$
	Physical Fitness Products and Equipment	\$
	Recreational Classes and Sport Lessons	\$
	Weight Reduction Programs	\$
	<b>TOTAL</b>	\$

I understand that I must keep expense receipts for 3 years from date of submission for reimbursement and will be subject to audit anytime during the 3-year period.

I understand I must truthfully complete and submit this affidavit in order to be eligible for the Wellness Bonus reimbursement. Furthermore, I understand that purposefully falsifying this form and not keeping verification/receipts for reimbursed expenses constitutes fraud against the Program, and will be subject to disciplinary action, up to and including termination of employment.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date