

MEMORANDUM OF UNDERSTANDING

between

***INYO COUNTY LAW ENFORCEMENT
ADMINISTRATORS ASSOCIATION***

and

COUNTY OF INYO

July 1, 2010 – December 30, 2011

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**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE COUNTY OF INYO
AND
THE INYO COUNTY LAW ENFORCEMENT ADMINISTRATOR'S
ASSOCIATION**

2008-2010

Section 1 – Introduction

Article 1 – Recognition

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Law Enforcement Administrators 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.*, when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed.

Article 2 – Not applicable.

Article 3 - Non-Discrimination

- Section 1: The parties mutually recognize and agree to 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, 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 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 – Personnel Rules and Regulations

The County of Inyo Personnel Rules and Regulations are hereby incorporated by reference and, except as provided in this Memorandum of Understanding, govern the terms and conditions of employment.

Article 5 – Membership

The association represents the following management positions;

Undersheriff:	Sheriff's Department
Lieutenants:	Sheriff's Department
Chief Investigator:	District Attorney

Article 6 – Merit System Membership

Those positions represented by the Association shall be part of the County Merit System, with the terms and conditions of their employment governed by the Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding. The County shall amend the current Merit System rules as necessary to comply with this section.

Section 2 – Salaries / Additional Compensation

Article 1 – Salaries

Section 1: The positions represented by the Association are flat salaried positions subject only to benefits as addressed by this MOU.

Undersheriff:	SC85, SD85, SE85
Lieutenant:	SC81, SD81, SE81
Chief Investigator	SC81, SD81, SE81

Article 2 – Longevity Pay

Effective July 1, 2008 County agrees to the following longevity increases after ten (10) years of consecutive services:

10 years:	1.5%
15 years:	1.5%
20 years:	1.5%
25 years:	1.5%

Article 3 – Bilingual Pay

County agrees to compensate Members who meet bilingual proficiency qualifications an additional five percent (5%) per month. The Sheriff shall designate the languages and testing requirements, including periodic re-examination of proficiency as deemed appropriate, which will determine the qualifications for and maintenance of this incentive.

Article 4 – Uniforms

Section 1: The uniform allowance is \$1,000.00 per year for the cleaning, replacement and maintenance of Members clothing.

Section 2: This allowance shall be paid quarterly in the amount of \$250. This shall be payable on the last payroll date of each quarter.

Section 3: All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the Member. The determination as to replacement or repair shall be made by the Department. Normal wear and tear is not included.

Article 5 – Out of classification pay

In the event a represented employee is temporarily assigned for a period of more than 5 working days to a position with a higher salary range that member shall have his or her salary increased to the amount of the higher range for the duration of the assignment. The increase is retroactive to the first day of the assignment.

Article 6 – Educational Reimbursement

The County agrees to reimburse educational expenses up to a maximum of \$350.00 per year, per Member for tuition and books.

- The Member must be engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County and is approved by the Department Head.
- The Member must complete the course work with a grade of "passing" or higher and submit a final grade report and a receipt for books purchased.
- If a Member makes a commitment to attend course work either in-county or out-of-county, the Department will make every attempt to accommodate a Member's request for duty scheduling to allow for successful course completion.
- The Member will be required to utilize leave time if time off in excess of normally scheduled time off is required for successful course completion.
- If the Department grants scheduling priority to a Member and such a priority cause other Members to receive undesirable shift work or not receive the normal rotational shift change, the Department will not be subject to grievance issues.

Article 7 – Other Safety compensation

A. Education Incentive

1. County agrees to compensate Members holding Associate College degrees and/or an Intermediate Certificate issued by Peace Officers Standards and Training an additional two and one-half percent (2.5%) of the Members base pay.

2. County agrees to compensate Members holding Bachelor College degrees and/or an Advanced Certificate issued by Peace Officer Standards and Training an additional four and one-half percent (4.5%) of the Members base pay.

3. County agrees to compensate Members holding a Supervisory Certificate issued by Peace Officer Standards and Training an additional two and one-half percent (2 ½%) of the Member's classification base pay.

4. County agrees to compensation Members possessing a Masters Degree in a field applicable to Law Enforcement Management and/or a Management Certificate from Peace Officers Standards and Training (POST) an additional 5% of the Members base pay.

5. Stand By Pay: Employees requested by the Department Head to serve an after hours response capacity will receive \$100 per day for performing standby duties on Saturday and Sunday and any county recognized holiday.

B. Safety equipment

The County agrees to supply the following safety equipment to Members. If Members wish to purchase equipment that is not standard issue, they may do so at their own expense. All equipment shall meet Departmental approval prior to use.

Gun
Holster
Sam Browne belt and accessories
Baton and holder
Handcuff case and handcuffs
Flashlight including batteries
Ammunition and holder
Safety helmet
Body armor
Parka Rain gear (pants and jacket)

Association agrees to waive all claims for sums expended by its Members to purchase equipment.

C. Expert Pay: All members who qualify as "Expert" or higher at a quarterly qualification shoot will receive a one-time payment of \$50. A qualifying shoot shall be scheduled by the Department once each quarter with a Department appointed firearms instructor. For those members unable to participate in the designated shoot due to vacation, illness or other reason acceptable to the Department, the Department may schedule a make-up qualifying shoot. A member may have only one attempt to qualify as Expert or higher for this additional compensation each quarter. The Firearms Instructor will designate, in accordance with Department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".

D. Additional Compensation in "Times of Emergency" – In times of declared disaster/emergency, State or Federal, those members assigned to that disaster/emergency shall be compensated for overtime at the rate of time and one-half (1.5%) upon the receipt of reimbursement funds by the County from the State or Federal government for the members work that meets the requirements for the reimbursement rate of 1.5%. This additional compensation shall be provided per the requirements of Resolution No. 94-15.

Section 3 – Leave

Article 1 – Vacation

Vacation accrual rates and use of vacation are defined in the County Personnel Rules and Regulations Manual.

1. Effective November 1, 1997, the maximum amount of vacation days, which may be accrued, shall be 280 hours (35 days).
2. Any excess over 280 hours (35 days) must be used by October 31, 1997, but there shall be no forfeitures of any accrued but unused vacation.
3. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35 day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternate vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangements, which approval will not be unreasonably denied.
4. In the event an employee would cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangements, which approval will not be unreasonably denied.

The Association understands that the County is under no obligation to change vacation benefits for DSA employees and that an agreement providing for no changes to vacation benefits for DSA employees would result in no changes to LEAA represented employees.

Article 2 – Holidays

Association Members shall be entitled to the following legal holidays:

January 1 (New Years Day)
Third Monday in January (Martin Luther King Day)
February 12 (Lincoln's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
September 9 (California Admissions Day)
Second Monday in October (Columbus Day)
November 11 (Veterans Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 25 (Christmas)
Christmas Eve and New Years Eve (See below)

All regular employees eligible therefore under Rule 818 of the Personnel Rules shall be entitled to a one (1) day holiday with pay on their last working day preceding either December 25 or January 1 of each year. The employee's Department head shall determine upon which of the alternative days the employee may take such leave. Department heads shall schedule such leaves in a manner, which ensures continuation of regular County business with a minimum degree of disruption. If an employee cannot be excused on either day, the employee shall be entitled to the leave at some other time convenient to the Department.

Every day appointed by the President or Governor for a public fast, thanksgiving or holiday.

If any of the above-designated holidays falls on a Saturday, the preceding Friday is a holiday. If any of the above designated holidays falls on a Sunday, the following Monday is a holiday. Employees for whom necessity requires a different holiday schedule than generally applied shall work according to regulations prepared by the Department Head.

Article 3 – Sick

Any Member, at the member's option, may exchange up to ten (10) days accrued unused sick leave with the County for money compensation at the employee's current hourly rate upon the following conditions:

1. A maximum of ten (10) days of accrued unused sick leave may be exchanged during any calendar year;
2. The exchange will be made on or before December 5th of each year;
3. After the exchange, the member must maintain a minimum balance of 100 hours of accrued unused sick leave.

Except as provided above, there shall be no payoff of accrued unused sick leave upon termination or retirement.

Article 4 – Leave Pool

Association members are all currently involved in the County Leave Pool and as such continue to be involved on an equal basis with DSA members.

Section 4 – Other Benefits

Article 1 – Insurance

Section 1: The County shall maintain the existing health (including PORAC Premier), dental, vision, long-term disability and life insurance and shall continue them on an equal basis for those benefits.

Section 2: Except as specified herein, the represented employees shall receive all benefits as provided for in the Personnel Rules and Regulations.

Section 3: Effective January 1, 2011 premiums paid by the County for health insurance will be limited to following amounts:

Employee Only:	\$ 484.00
Employee + 1:	\$ 906.00
Family:	\$1,151.00

Effective January 1, 2011 LEAA members will be responsible for paying through payroll deduction any portion of the health insurance premium exceeding the above amount paid by the county.

Section 4. Effective January 1, 2011, Employees who have other medical coverage and have opted out of the County's Medical Plan will receive the following:

Employee Only:	\$100 per pay period
Employee + 1:	\$200 per pay period
Family:	\$300 per pay period.

Section 5 If and when the County is allowed or becomes eligible to participate in a Two-Tier Medical Insurance System allowing the discontinuation or modification of retiree medical benefits for new hires, LEAA agrees to meet and confer on implementation of the Two-Tier Medical Insurance System.

Article 2 – Retirement

Section 1: The County agrees to provide the 3% at 50 Full Formula PERS retirement for Association members.

Section 2: The County agrees to pay the Association members contribution for PERS retirement at the rate of 9%.

Section 3: Members upon retirement may convert up to three hundred (300) days accrued unused sick leave to service credit upon retirement.

- Section 4: County will pay 100% of the members' normal contributions as employer paid member contributions (EPMC) and report the same percentage of compensation earnable as additional compensation pursuant to Government Code Section 20636 (c)(4) and 20691.
- Section 5: Two-Tier Retirement System: If: If DSA agrees to the second-tier of retirement of 3% at 55 for new hires, LEAA agrees to the same language and terms.

Section 5 – Policy and Procedures

Article 1 – No Smoking Policy

County and Association agree to a non-smoking policy as a condition of employment for new hires.

Article 2 – Drug and Alcohol Policy

- A. Association agrees to the County Alcohol and Drug Abuse Policy as last amended 9/91. County agrees that members are excluded from this policy when duties require they maintain possession of alcohol or drugs. County also agrees that members who are required by the Department to undergo an alcohol or drug test as described in the policy will:
 - 1. be entitled to a second sample and independent analysis of the second sample; and
 - 2. be evaluated under County Personnel Rules and Regulations policies with regard to "probable cause" for drug testing.
- B. The Association also agrees to the County of Inyo Drug and alcohol Policy pursuant to the Department of Transportation Resolutions as last amended April 1, 1998

Article 3 – Employee Assistance Policy

The County will provide represented employees with the same employee assistance program as provided to its other merit system employees.

Article 4 – 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 5 – Tuition Reimbursement

The County agrees to reimburse educational expenses up to a maximum of \$350.00 per year, per Member for tuition and books.

The Member must be engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County and is approved by the Department Head. The Member must complete the course work with a grade of "passing" or higher and submit a final grade report and a receipt for books purchased.

If a Member makes a commitment to attend course work either in county or out-of-county, the Department will make every attempt to accommodate a Member's request for duty scheduling to allow for successful course completion. The Member will be required to utilize leave time if time off in excess of normally scheduled time off is required for successful course completion.

If the Department grants scheduling priority to a Member and such a priority cause other Members to receive undesirable shift work or not receive the normal rotational shift change, the Department will not be subject to grievance issues.

Article 6 – Mistaken Overpayments

Should any covered employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deduction from the pay of the employee in question up to not more than the amount of the overpayment. However, not more than twenty-five percent (25%) of any such employee's net pay shall be deducted from any one paycheck for this purpose.

Article 7 - Elevation to Elected Office

In the event an Association member is elected to any County office, the member may carry over to the new position 120 days of sick leave for the sole purpose of converting such sick leave to service credit at the time of retirement.

In the event an elected office is vacated by an elected official, a represented employee temporarily assigned the duties of that elected official shall have his salary increased to the amount the elected official received when the office was vacated. Such increase shall be paid beginning the date the office was vacated until the vacancy is filled by either the Board of Supervisors or an election, whichever is earlier.

Article 8 – Discipline & Grievance Procedure

Employee grievances and discipline shall be handled in accordance with the County Personnel Rules and Regulations. Selection of Hearing Officer shall be mutually agreed upon by both parties and to be selected from a list provided by Mr. Curtis Lyon of the State Mediation and Conciliation Service.

This Memorandum of Understanding hereby incorporates by reference the provisions of sections 3300 through 3311 of the Government Code of the State of California, which sections are collectively known as the Public Safety Officers' Procedural Bill of Rights Act.

Article 9 – Personnel Complaints per Section 832.5 of the California Penal Code

Personnel complaints will be taken as required by law.

In those cases where a personnel complaint is of a nature that may result in disciplinary action as referenced in Sections 3300 through 3311 of the California

Government Code, the Department will request such complaint be made in writing. If the complaining party refuses to write or sign such complaint, such refusal will be noted in the investigator's report along with the reason, if known.

Article 10 – Administrative Reorganization

If Department lay-offs are required, those having a below standard evaluation at last annual evaluation will be laid off first, and thereafter, layoffs will be made by seniority. Seniority shall be determined first by rank, then by length of service within a rank and finally by length of service with the Department.

When the Department rehires after layoffs have occurred, the last employee laid off will be the first employee rehired.

Section 6 – Other Terms

Article 1 - Authorized Agents

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

County:

County Administrative Officer
P.O. Box N
Independence, CA. 93526

Association:

President, Law Enforcement
Administrators Association
P.O. Box 31
Lone Pine, CA. 93545

Article 2 – No Strike – No Lockout

Section 1: The Association, its officers, agents, representatives and or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sick-out or any other job action by withholding or refusing to perform services.

Section 2: The County agrees that it shall not lockout the represented employees during the term of this MOU. The term "lockout" is hereby defined so as to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work employees of the County in the exercise of it's rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

Section 3: Any employee of the County who participates in any conduct prohibited in section 1 above may be subject to disciplinary action up to and including termination.

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 3 – 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 MOU or the Personnel Rules of the County, 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 in the MOU and any personnel rules and policies.

Article 4 – Re-opener

Section 1:

Either the Law Enforcement Administrators Association or the County may reopen this MOU to negotiate any term(s) and condition(s) expressly addressed or absent from this MOU upon 30 days written notice to the other side. Both parties agree to negotiate regarding any issues subject to the request to reopen the MOU. Changes will only be made by mutual agreement of both sides.

Section 2:

The parties shall reopen any provisions of this MOU 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 MOU in order to comply with state or federal laws.

Article 5 – Employee Organizational Rights and Responsibilities

Article 6 – 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 7 – Sole and Entire MOU

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, 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 8 – Term of MOU

The term of this Memorandum of Understanding shall continue in full force and effect until December 31, 2011. The County will provide each employee represented by the Association a copy of this and all subsequent MOU's.

Article 9 – Ratification and Execution

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratification by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the County and Association and entered into as of this 28th day of December 2010.

DATED:

12-22-2010

SIGNED:


LEAA President, Brian Dressler

DATED:

12-28-10

SIGNED:


Chairperson, Board of Supervisors