

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 15<sup>th</sup> day of October 2019 an order was duly made and entered as follows:

*Personnel –  
MOU with DSA*

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to ratify and approve the July 1, 2019-June 30, 2022 Memorandum of Understanding between the County of the Inyo and the Deputy Sheriff's Association (DSA). Motion carried unanimously.

## **Routing**

CC  
Purchasing  
Personnel X  
Auditor  
CAO:  
Other:  
DATE: October 31, 2019

WITNESS my hand and the seal of said Board this 15<sup>th</sup>  
Day of OCTOBER, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in dark ink, appearing to read "Clint G. Quilter", is written over a horizontal line.

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

# **MEMORANDUM OF UNDERSTANDING**

**between**

**INYO COUNTY DEPUTY SHERIFF'S  
ASSOCIATION**

**and**

**COUNTY OF INYO**

**July 1, 2019 to June 30, 2022**

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**COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE COUNTY OF INYO  
AND  
THE INYO COUNTY DEPUTY SHERIFF'S ASSOCIATION**

July 1, 2019 to June 30, 2022

**Section 1 – Introduction**

**Article 1 – Recognition**

The County of Inyo (hereinafter called the "County") has recognized the Deputy Sheriff's Association (hereinafter called the "Association") as the formally recognized employee organization bargaining unit for the purpose of meeting its obligations under the Myers-Milias-Brown Act, Government Code §3500, et seq., when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed. This Agreement applies to all employees in the Association bargaining unit.

**Article 2 – Purpose**

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to promote and provide for the continuity of operation and employment through harmonious relations, cooperation and understanding between management and the employees covered by the provisions of this MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise from the provisions of this MOU; and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

**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 §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 religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and Association shall reopen any provision 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 compliance with state and 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

- A. County Personnel Rules and Regulations as adopted by the Board of Supervisors and all amendments thereto are incorporated herein.
- B. The Department and Association agree to continue implementing the Department Rules and Regulations as most recently revised.

#### Article 5 – Membership

Safety members who are not a Lieutenant, Chief Investigator or the Sheriff are members of DSA.

#### Article 6 – Merit System Membership

Those positions represented by the Association shall remain part of the County Merit System, with the terms and conditions of their employment covered by the Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding.

## **Section 2 – Salaries / Additional Compensation**

The members of the Association shall be paid every two weeks. The County will make every effort to see that employees in outlying stations receive their checks on the last County business day of each pay period.

### **Article 1 – Salaries**

#### **Equity Adjustment:**

Retroactive to July 11, 2019 – 1.5%

July 9, 2020 – 1.5%

July 8, 2021 – 1.5%

#### **COLA:**

Retroactive to July 11, 2019 – 2%

July 9, 2020 – 2%

July 8, 2021 – 2%

The total increase will be 3.5% per year

Addition of an F Step, retroactive to July 11, 2019, to the salary table, which is a 5% increase above E Step. Employees currently at E step will move to F Step upon ratification of the contract. Any other Classic Member that is not currently at E Step, will be moved up one step upon ratification. The employee's anniversary will not change upon ratification (for example, if their next step is due in March 2020, they will receive their next step increase in March 2020.)

The salaries of Association members (with said increases included) shall be as set forth in Attachment A.

### **Article 2 – Step Raises**

Merit step raises will become effective on the first day of the month.

### **Article 3 – Overtime and Compensatory Time**

- A. Overtime will be paid at a rate of one and one-half (1.5) times the regular wage rate. The rate of overtime shall be paid at the hourly wage computed on the basis of the monthly salary times twelve (12) months divided by the number of working hours in a year, 2080 (52 weeks x 40 hours per week = 2080 hours.)
- B. Overtime shall be paid as defined in A above after the employee has completed forty (40) hours of work in a workweek. Hours of work shall not include time scheduled as compensatory time or holiday

leave. Hours of work shall include time off scheduled as sick leave or vacation leave.

A member may choose to place overtime into the compensatory time off leave accrual. Compensatory time off accruals shall not exceed 156 hours (13 days). Compensatory time off shall be taken with the approval of the Department.

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 40 hours of accrued compensatory time in a calendar year. (Example: member elects to convert 30 hours in July; member can only convert 10 in December.)

See Appendix B for guidelines of cash in lieu of.

## Article 4 – Standby and Callout and On-Call

### A. Minimum Call-Out for Sergeant, Investigator, Corporal, Deputy

1. In the event a member is called out to work other than their regular shift, they will be paid a minimum of three (3) hours at time and one-half (1.5) for any call-outs regardless of time required to complete the calls.
2. A Call-Out is constituted by the member being notified of the detail, making preparation to respond to the detail, notifying dispatch, forming their unit, they are in service and en route to the detail.

B. Standby: In the event that a member is required to remain in their beat area, on their regularly scheduled day off, or before or after their regular shift, they shall be paid three (3) hours straight time pay per eight (8) hour standby period with a minimum of one (1) hour at straight time pay. Standby time shall not count as hours worked for purposes of calculating overtime.

Standby time will only be used in emergency situations. An emergency is defined as a National, State or Local disaster, or an impending immediate danger to the public peace or safety, or other such specific event as declared by the Sheriff or their designated representative.

C. On-Call: In the event that a member is required to remain within the County, on their regularly scheduled day off, or before or after



their regular shift, they shall be paid three (3) hours straight time pay per eight (8) hour On-Call period with a minimum of one (1) hour of straight time pay. On-Call time shall not count as hours worked for purposes of calculating overtime.

1. Investigators shall receive ten (10) hours of straight time for on-call status per two (2) day weekend. In the event of a three (3) day weekend, Investigators shall receive fifteen (15) hours straight time for On-Call status.
2. Corporal/Investigators placed into On-Call status shall not have such compensation count as hours worked for purposes of calculating overtime.

D. Call Outs: In the event an employee is called and physically responds to work other than their regular shift, they will be compensated with a minimum of three (3) hours overtime (paid at time and one-half [1.5]) regardless of the time it takes to complete the call-out. Time expended in excess of three (3) hours will be compensated at time and one-half (1.5) providing the employee is not on regularly scheduled work hours.

Should a deputy be called to work early to assist or relieve a different deputy up to an hour prior to the member's shift (example: night shift gets called into work at 1725 hours but was scheduled to work at 1800), that member will be paid for the full hour at time and one-half (1.5). Should the member be called into work early between an hour and three hours prior to the member's shift, they shall be compensated for a three (3) hour call-out at time and one half (1.5).

These guidelines shall only apply to callouts not scheduled meetings or events. Members will be compensated at minimum of one (1) hour at time and one-half (1.5).

In the event an employee is called out by dispatch or a supervisor but then cancelled prior to physically responding, member will be compensated for one (1) hour at time and one-half (1.5).

## Article 5 – Scheduling

- A. Regular twenty-eight (28) day work period schedules will be posted seven (7) days prior to the first day of the work period. Exceptions may have to be made when emergencies are determined by the Sheriff or their designated representative.

- B. Members subject to shift rotation shall be rotated on a one (1), two (2) or three (3) twenty-eight (28) day work period basis. Rotation is to be through all shifts. Frequency of rotation will be at the discretion of the Division Commander.

Nothing in this section shall preclude a member from working an unpopular shift for a period of time greater than the designated rotation period if:

- 1. Such schedule and assignment has been mutually agreed upon by the member and the Division Commander and;
  - 2. Until the time such shift is requested by another affected member assigned to the same duty station.
- C. Supervisory Members will work shifts as assigned by the Division Commander. Corporal Members shall be entitled to shift rotation within a period not to exceed six (6) months.

## Article 6 – 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 Thur. through 12 midnight on Wed.)

- A. Employees on an eight (8) hour daily work schedule will work five (5) consecutive days, with two (2) consecutive days off.
- B. Employees on a four (4) day, ten (10) hour per day work schedule will work four (4) consecutive days with three (3) consecutive days off.
- C. Employees on a three (3) day, twelve (12) hour per day work schedule will work six (6) twelve (12) hour shifts and one eight (8) hour shift per fourteen (14) day work period for a total of eighty (80) work hours.
- D. The County Administrator may in their discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

## Article 7 – Shift Differential

- A. Members assigned to work swing shift shall receive an additional two percent (2%) compensation. Shifts designated as swing, P.M. and evening are the swing shift.

- B. Members assigned to work graveyard shift shall receive an additional four percent (4%) compensation. Shifts designated as Graveyard and Night are the graveyard shift.
- C. In the event of an extended shift, the differential on the overtime shall be the same as the assigned shift. In the event overtime is not connected to an assigned shift, the differential compensation shall be determined by the shift during which the majority of the hours are worked.
- D. 8-, 10- and 12-hours shifts should be reflected as follows:

<b>8-hour shifts</b>	<b>10-hour shifts</b>	<b>12-hour shifts</b>
0600-1400 Days	0600-1600 Days	0600-1800 Days
1400-2200 Swings	1600-0200 Swings	1400-0200 Swings
2200-0600 Graves	2000-0600 Graves	1800-0600 Graves

## Article 8 – Retention Incentive Pay

County agrees to provide the following retention incentive increases:

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.

## Article 9 – Class “B” License

County will provide a two and one-half percent (2.5%) of base pay incentive for members, who hold and maintain a Class B driver’s license. Number of positions eligible will be determined by the Sheriff.

## Article 10 – Bilingual

The County agrees to compensate members 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 will receive an additional two percent (2%) of base pay.
- Spanish II – Those who interview and interrogate will receive an additional three percent (3%) of base pay.
- Spanish III – Those who speak, read and write will receive an additional five percent (5%) of base pay.

Upon passing the testing procedure administered by Cooperative Personnel Services (CPS), Department Heads will assign the level which they qualify to the employee.

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

## Article 11 – Uniforms

- A. County agrees to pay a uniform allowance of \$1,000 per year for the cleaning, replacement and maintenance of member's clothing.
- B. This allowance shall be paid per pay period in the amount of \$38.46.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the member. The determination of replacement or repair will be made by the Department. Normal wear and tear of clothing articles is not included.
- D. New employees only will receive a \$250 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$250 is to come from the current \$1,000 annual payment, whereby a new employee's uniform allowance shall be reduced for proration of the advance payment to \$28.85 per pay period for the first year of employment.

## Article 12 – Safety Equipment

The County agrees to supply the following safety equipment to new members. Lateral entries into the department will have the opportunity of using their own equipment or having the County furnish the equipment to them. If members wish to purchase equipment that is not standard issue of the County, they may do so at their own expense. This equipment will be replaced on a fair "wear-and-tear" basis as determined by the appropriate evaluating authority of the Inyo County Sheriff's Department. All equipment shall meet department approval.

*Gun*  
*Holster*  
*Sam Browne belt and accessories*  
*Baton and holder*  
*Handcuff case and handcuffs*  
*Flashlight (batteries and bulb)*  
*Ammunition and holder*  
*Safety helmet*  
*Body armor (ballistic vest)*  
*Parka*

*Rain gear, jacket and pant protectors  
Load Bearing Vest*

Ear protectors and shooting glasses will be kept at the various Sheriff stations to be issued on an as-needed basis. These items will not be issued individually to each member.

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

Upon separation, the member is responsible for the fair market replacement cost of any issued item not returned.

### Article 13 – Not Applicable

### Article 14 – Other Compensation

#### A. Education Incentive

1. County agrees to compensate Members holding Associate College Degrees an additional five percent (5%) of the Member's classification base pay.
2. County agrees to compensate Members holding Bachelor College Degrees an additional seven and one-half percent (7.5%) of the Member's classification base pay.
3. County agrees to compensate Members holding Master College Degrees an additional ten percent (10%) of the Member's classification base pay.

#### POST Certificate Incentive

1. County agrees to compensate Members holding an Intermediate Certificate issued by Peace Officers Standards and Training (POST) an additional five percent (5%) of the Member's classification base pay.
2. County agrees to compensate Members holding an Advanced Certificate issued by Peace Officers Standards and Training (POST) an additional ten percent (10%) of the Member's classification base pay.
3. County agrees to compensate Members holding a Supervisors Certificate issued by Peace Officers Standards and Training (POST) an additional fifteen percent (15%) of the Member's classification base pay.

Education and POST incentives are cumulative, however the max compensation would be fifteen percent (15%) for both POST certificate/education incentive combined. (Example: if a member has an advanced POST – ten percent (10%) and Bachelor degree – seven and a half percent (7.5%) the max incentive would be fifteen percent [15%]).

#### B. Qualification Incentive

All members who qualify as "Expert" or a higher rating at a quarterly qualifying 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 Range Master. For those members unable to participate in the designated qualifying shoot due to vacation, illness or other reason acceptable to the department, the department may schedule a makeup qualifying shoot. A Member may have only one attempt to qualify as "Expert" or higher for this additional compensation each quarter. The Range Master will designate, in accordance with department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".

The Range Master must certify to the Sheriff, or their designee, a list of those members qualifying for this incentive.

#### C. Canine Pay

Employees who are regularly assigned responsibility or canine handling and care shall receive ten and one-half (10.5) hours per pay period paid at the premium rate equal to time and one half (1.5) of the employee's base hourly rate. Those unit members assigned to canine duty agree that the above additional hours provided each week are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate unit members assigned to canine duty for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings. The assigned K9 handler shall receive this "Canine Premium Pay" regardless of their compensatory time or holiday leave.

Employees assigned as canine handlers will be compensated for travel time to and from, as well as actual time spent, attending canine training with the Department's approved trainer at the premium rate equal to time and one half (1.5) of the employee's base hourly rate if the training falls on the canine handlers' normal days off.

#### D. Resident Deputy Pay

Members assigned to Death Valley, Tecopa and Shoshone as resident deputies shall receive an additional \$400 per month without deduction for rent/maintenance of County owned housing.

The personnel transferring or assigned to the Tecopa/Shoshone resident post as described in the MOU who choose to live in Pahrump, Nevada will receive half the designated resident deputy pay for Remote Availability Compensation. The employee must reside within thirty (30) minutes of the assigned post.

#### E. Premium Pay/M.I.N.T.

This category of compensation commonly termed "premium pay" is for a specific position occupied by a member of the DSA. Under the newly reformed M.I.N.T. Task Force, the M.I.N.T. Council agreed that it would select a Supervising Agent from a M.I.N.T. member, which includes the Sheriff's Department and District Attorney's Office. The M.I.N.T. Council has sole discretion to appoint the Supervising Agent, which decision is not subject to review.

1. In the event the M.I.N.T. Council appoints a member of the Association to the Supervising Agent position, the member will be reporting to and receiving orders from the M.I.N.T. Council, which is composed of the heads of various local law enforcement agencies, including but not limited to the Sheriff's Department and District Attorney's Office. The parties hereby agree that any member appointed to the Supervising Agent position will be supervised by the M.I.N.T. Council, in addition to the regular supervision by their superiors at the Sheriff's Department or District Attorney's Office.
2. The responsibilities of Supervising Agent include significant duties and responsibilities, which may be above and beyond those usually associated with the position of the member appointed as Supervising Agent. Accordingly, the parties agree that in the event the M.I.N.T. Council selects a member as the Supervising Agent, the position of M.I.N.T. Supervising Agent shall be compensated by payment commensurate with that of Sergeant. This premium pay above the member's base salary shall be paid to any member below the rank of Sergeant, occupying the position of Supervising Agent of the M.I.N.T. Task Force.
3. Appointment to the position shall be at the sole discretion of the M.I.N.T. Council with the approval of the Sheriff or District Attorney. Premium pay for this position will be paid upon appointment to Supervising Agent, retroactive to the date of appointment, and for the period of time the member remains the Supervising Agent. A member may be relieved of their position of Supervising Agent at any time and for any reason by the M.I.N.T. Council, so long as the member is provided thirty (30) days prior written notice of such decision. The member may also be relieved of the position of Supervising Agent, upon thirty (30) days prior written notice, if the M.I.N.T. Task Force is disbanded or if the Sheriff or District Attorney withdraws that department's participation in the Task Force, which may be done at the department head's sole discretion. The removal of a member from the Supervising Agent position and subsequent loss of premium pay, by the Sheriff or District Attorney for disciplinary reasons, is

subject to the rules regarding discipline; however the subsequent removal by the M.I.N.T. Council and subsequent loss of premium pay for non-disciplinary reasons is not subject to review and not subject to disciplinary rules. The payment of premium pay will not affect any other compensation or other terms and conditions of employment of the member occupying the position of Supervising Agent, nor will the member suffer any loss of compensation or benefits by reason of payment of premium pay.

4. The appointment of a member to Supervising Agent of the M.I.N.T. Task Force is neither a promotion nor acting out of classification.

#### F. Field Training Pay

County agrees to compensate members assigned as Field Training Officers. Members assigned as Field Training Officers shall receive an additional five percent (5%) above base pay.

#### G. Search and Rescue Pay

Members who are certified as Search and Rescue personnel shall receive an additional five percent (5%) of the Member's classification base pay. Only up to four (4) members can receive the stipend based on the Sheriff's recommendation.

### Article 15 – Special Assignment/Acting/Consecutive Days

- A. There will be no special assignments in excess of five (5) days in any thirty (30) day period out of one's beat area, except in major emergencies or when requested by the employee.

The term, "Special Assignment," is defined as "an assignment to an event or post where the member would be required to remain overnight or in some other way be unable to return home after duty hours due to some action on behalf of the Department."

Compensation for any assignment out of a member's beat area shall include travel time commencing from regular duty station and terminating upon return to regular duty station (e.g., if member is assigned temporarily from Bishop to Lone Pine, compensation commences when member checks in at Bishop; compensation further terminates when the Member returns to Bishop.) If member is on special assignment, compensation is not paid for off-duty time.

- B. Members assigned duties as Acting Sergeant, Acting Investigator or Acting Corporal for a period of eight (8) calendar days will be paid at the higher classification, retroactive to the first day worked in the



acting classification, after the initial eight (8) day period and until they are no longer assigned to the "Acting" position.

A member placed into an acting position in a class with a higher salary range will be paid either at the minimum of the new range or at the nearest higher rate that he would otherwise be entitled.

"Acting Sergeant," "Acting Investigator," or "Acting Corporal," shall mean an employee assigned by the Sheriff, or their designated representative, to perform all the duties and assume full responsibility for the designated position.

- C. The scheduling policy is five (5) days on, two (2) days off. During the course of this MOU, an attempt shall be made to address the memberships concerns of having rotating days off. To address this, the following scheduling process may be used if desired by a majority of effected members within a Division.

Days off shall be distributed throughout the calendar year to equal the total number of holidays, Saturdays, and Sundays. Scheduling supervisors shall make every effort to schedule deputy members in a five (5) day on - two (2) day off format. At times this becomes impossible (most notably at shift change rotations and when attending training.) When that occurs, and the deputy member is scheduled to work a sixth (6th) day in a row:

1. The scheduling supervisor will attempt to assure the deputy member receives the total number of days off due for the scheduling period, and
2. For any days scheduled beyond five (5) days (with the deputy member receiving the correct number of days off for the scheduling period) the deputy member shall receive four (4) hours of straight-time pay in addition to their straight-time pay unless the deputy member is entitled to overtime pay under Section 2, Article 3 for such day, in which case the deputy member shall only receive overtime pay and shall not receive additional pay provided for in this section.

This paragraph will not apply if the days scheduled beyond five (5) days are the result of shift change rotations or attendance at training.

3. When the deputy member is required to work beyond five (5) days and does not receive the total number of days off required in the scheduling period, the deputy member shall be

compensated as follows:

- a. If the member is entitled to over-time pay under Section 2, Article 3 for the day, the member shall receive that pay plus eight (8) hours of straight-time; or
  - b. If the member is not entitled to over-time pay per Section 2, Article 3 the member shall be paid time and one-half (1.5) in addition to their regular straight time pay.
4. No Deputy member shall be scheduled for a seventh (7<sup>th</sup>) day in a row without a Command Officers approval base on a clear statement of department need.

This modified scheduling is granted by the department at the request of the Association and during the course of the MOU may be withdrawn at the request of either the Department or Association with no explanation, and if implemented or withdrawn, shall not be grounds for a grievance. This article may be implemented or withdrawn on a Division by Division basis, solely at the discretion of the Department. In the event this scheduling modification is withdrawn by either side, the language for this section reverts back to that of Article 25C of the previous MOU as follows:

*"No member shall be given less than two (2) consecutive days off in a row in any consecutive seven (7) day period unless assigned to work overtime; and days off shall be distributed throughout the calendar year to equal the total number of the holidays, Saturdays, and Sundays."*

- D. 12-hour work schedule is adopted for all jail personnel and patrol personnel, Deputies assigned to the jail. The shifts will primarily consist of six (6) 12-hour shifts and one (1) 8-hours shift per fourteen (14) day work period for a total of eighty (80) work hours.

Work Period: the work period is defined as Thursday through the second Wednesday following and will be the same fourteen (14) day work period for all jail personnel. It is understood that exceptions to this schedule may/will occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total work hours in the work period for all jail personnel.

Work Time/ Overtime Compensation: It is understood that all hours worked over eighty (80) hours in the work period will be considered and paid as overtime. "Work Time" is defined as all-time physically on

the job (including travel time for training). Overtime will be compensated in accordance with the Inyo County Personnel Rules and Regulations, article Five (5) section 5.15.

Shift Differential: Employees working the 6 p.m. to 6 a.m. will receive the graveyard shift differential of four percent (4%).

- E. Members required to work a double shift will be paid at the rate of time and one-half (1.5) for the second shift.
- F. Members required to work a full second shift in a 24-hour period shall be paid at the rate of time and on-half (1.5). This shall not apply during normal shift rotation.

## **Section 3 – Leave**

### **Article 1 – Vacation**

Accrual rates and use of vacation leave are defined in the County Personnel Rules and Regulations Manual.

- A. The maximum amount of vacation days, which may be accrued, shall be two hundred and eighty (280) hours.
- B. In the event an employee would 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 their Department Head 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 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.

### **Article 2 – Holidays**

Association members shall not be entitled to leave (paid day off) for any holidays but shall instead receive “Holiday Pay” as described in Article 7 below:

### **Article 3 – Sick**

Each employee shall accrue sick leave at the rate of 4.61536 hours per pay period. There is no limit on the amount of sick leave that may be accrued.

County agrees to credit new employees with thirty-six (36) hours of sick time upon hire and the employees will stay at those thirty-six (36) hours until that sick time would be accrued, approximately eight (8) pay periods.

### **Article 4 – Flexible – Not Applicable**

### **Article 5 – Maternity**

Personnel Rule 10.2 governs maternity leave.

### **Article 6 – Leave Pool**

County agrees to the creation of leave pool for member(s) who exhaust all accrued leave due to non-industrial injury or illness.

All members will donate an equal amount of leave from holiday leave, sick leave, or compensatory time off accruals. The Association will notify County of which type of leave is being donated to the pool and the amount donated per Member.

All members will donate to the pool on an as-needed basis. Maximum leave to be donated to a member will be ninety (90) days per occurrence.

## Article 7 – Holiday Compensation

In lieu of receiving leave (paid day off) for holidays, members will be paid for holidays a total of eight and one-half percent (8.5%) of base pay. The payment will be paid on each paycheck for a total of 26 pay periods.

## **Section 4 – Other Benefits**

### **Article 1 – Insurance**

#### **A. Medical**

1. County will pay 80% of monthly premium, and Member will pay 20% of monthly premium for either PORAC, PERS Choice, or PERS Care medical plans during the term of this MOU.
2. County will pay 100% of monthly premium for PERS Select plan during the term of this MOU.
3. County agrees to pay 50% of the annual deductible of all plans. Payment of the deductible amount will be by reimbursement to the employee.
4. Employees may opt out of health insurance if they have other medical coverage. If they do so, the county will pay the following amounts to the employee per pay period:
  - i. Employee only coverage - \$ 92.31
  - ii. Employee plus one - \$ 184.62
  - iii. Employee plus family - \$ 276.93

#### **B. Dental**

County agrees to pay 100% of the premiums for dental insurance during the term of this MOU. County agrees to additional orthodontia benefit for adults and children, 50% benefit schedule, \$1,200 lifetime maximum.

#### **C. Optical**

County agrees to pay 100% of the premiums for optical insurance during the term of this MOU.

#### **D. Life**

County and DSA agree to a re-opener once information is received to change the life insurance for the entire county.

#### **E. Short-Term Disability**

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 premium based on the state disability program. 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 Administrator.

F. Long-Term Disability

County agrees to pay 100% of the insurance premium for existing Long Term Disability Program for the term of this MOU.

## Article 2 – Retirement Provisions

A. County agrees to provide the 3% at 50 formula PERS retirement for Safety members for current employees.

1. County agrees to pay for half of the member's contribution for retirement at the rate of 4.5% for the 3% at 50 PERS retirement.
2. The member will pay for the other half of the member's contribution for retirement at the rate of 4.5% for the 3% at 50 PERS retirement.
3. PERS benefit to safety employees shall consist of:
  - a. The "highest year" computation for these employees will be based on highest one year's salary.
  - b. Upon retirement any member may convert up to three hundred (300) days accrued unused sick leave to service credit for retirement purposes.
  - c. County will pay 50% of the member's normal contributions as employer paid member contributions (EPMC) and report the same percentage of compensation earnable as additional compensation pursuant to Government Code Sections 20636(c)(4) and 20691. (4.5% to be reported at EPMC).
  - d. All other provisions as amended in the County PERS contract.

B. The County agrees to provide all employees hired before January 1, 2013 the 3% at 50 formula PERS retirement for safety members. The "highest year" computation for these employees will be based on the single highest paid year of service.

C. County will implement PEPRA as outlined in the law for all new employees hired after January 1, 2013.

### Article 3 – Flexible Spending Program

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

### Article 4 – Deferred Compensation

County will provide deferred compensation programs for employees.

### Article 5 – Part-time Benefits – Not Applicable

### Article 6 – 401A Retirement Plan (former PORAC Premier Plan)

County agrees to pay \$30 per member, per month to a 401a plan for the term of this MOU.



## **Section 5 – Policy and Procedures**

### **Article 1 – No Smoking Policy**

County and Association agree to a No Smoking policy as a condition of employment for new hires.

### **Article 2 Drug and Alcohol Policy**

- A. The Association agrees to the County Alcohol and Drug Abuse Policy as last amended, September, 1991. County agrees that members are excluded from this policy when duties require they maintain possession of alcohol or drugs. Except as provided in the County of Inyo Drug and Alcohol Policy pursuant to the Department of Transportation (as referenced below), the 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 Regulations as amended in accordance with the law.

### **Article 3 – Employee Assistance Program**

County will provide an Employee Assistance Program.

### **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 per fiscal year per member for tuition and books approved by Department Head and CAO.

The County agrees to consider allocating an additional amount to any given member, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County. If such a situation exists, the Sheriff's recommendation for payment is necessary.

The County will reimburse the member for course work completed with a grade of 2.0 or higher or a Certificate of Completion if no grade is given. The member must submit a final grade report or a Certificate.

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 causes 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 – Re-opener

At any time during this MOU, the County may re-open and meet and confer with Association regarding any or all of the following topics:

- Second tier retiree health benefits
- Tuition Reimbursement Program

## Article 7 – 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 8 – Probation Period

All employees considered as laterals will serve a twelve (12) month probationary period. Employees considered as new hire employees will serve an eighteen (18) month probationary period. At twelve (12) months a probationary

step increase will be granted if a satisfactory evaluation is received. All new promotional positions will serve a twelve (12) month probationary period.

## Article 9 – Departmental Cooperation

- A. The Sheriff's Department will allow reasonable space on bulletin boards for the posting of Association notices and information.
- B. The Department will allow the Association to distribute material through the Department's traffic distribution system.

## Article 10 – Personnel Complaints Per Section 832.5 of the California Penal Code

- A. Personnel complaints will be taken as required by law.
- B. In those cases where a personnel complaint is of a nature that may result in disciplinary action as referenced in §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 11 – Internal Affairs

- A. This MOU hereby incorporates by reference the provisions of §3300 through §3311 of the Government Code of the State of California, which Sections are collectively known as the Public Safety Officer's Procedural Bill of Rights Act.
- B. Rights under the Skelly Decision: This MOU hereby incorporates by reference the holding of the California Supreme Court in Skelly v. State Personnel Board, 15 CaL3D. 194; 124 CaLRptr. 14, 530; P 2d, 774, it being understood that this decision has reference to the constitutional rights of public employees with respect to punitive and disciplinary action taken against said employees by management. Said decision shall be incorporated in this agreement subject to any and all court decisions, which may modify or alter the decision in any way.

## Article 12 – Court Time

When a member is off duty and is subpoenaed or called to appear in court, the member will be paid time and one-half (1.5) for a minimum of four (4) hours.

- A. Actual hours worked shall be credited to hours worked for purposes of calculating overtime.
- B. In the event a member becomes subject to a "Call-Out" in conjunction with court time, only one minimum, either "Call-Out" or Court Time, compensation will apply.

When a member is off duty and is subpoenaed or called to appear in court for an arbitration hearing, the member will be paid time as follows:

- 1. If a member is required to appear in person on behalf of the county during arbitration, the member will be compensated a minimum of four (4) hours at time and one-half (1.5) if on scheduled time off. If the member appears telephonically, the member will be compensated for actual time appearing at time and one-half (1.5) if on scheduled time off.
- 2. If a member is requested to appear in person or telephonically during arbitration on behalf of the appellant, such member will be compensated for the actual time appearing at time and one-half (1.5) hours if on scheduled time off.

### Article 13 – Appointment Within Department

An applicant for appointment or promotion in the Sheriff's Department shall be processed in accordance with the County Merit System. Whenever possible, promotions through the rank of Sergeant will be made within the Department.

- A. Examinations to be administered using the below listed procedures:

- 1. Sergeant's Exam

- a. Oral exam only.
- b. Oral board to consist of no less than three (3) law enforcement persons of the rank of Lieutenant or above.
- c. No civilian personnel to sit on the oral board with exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.

- 2. Investigator Exam

- a. Oral exam only.

- b. Oral board to consist of no less than three (3) law enforcement persons of the rank of Lieutenant or above.

- c. No civilian personnel to sit on the oral board with exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.

3. Corporal Exam

- a. Oral exam only.

- b. Oral board to consist of no less than three (3) law enforcement persons of the rank of Sergeant or above.

- c. No civilian personnel to sit on the oral board with exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.

B. Oral Board Guidelines

- 1. Review of past yearly evaluations.

- 2. Review of past departmental disciplinary action with candidate allowed reasonable time to explain their position on such past action.

- 3. Past experience of supervision or ability to supervise.

- 4. Educational accomplishment.

C. Job Experience Requirement: A minimum of three (3) years as a full-time Peace Officer in the State of California, the last two (2) years of which shall have been with the Inyo County Sheriff's Department and must possess an Intermediate P.O.S.T. Certification.

D. Promotional Eligibility List

- 1. Separate lists shall be maintained for the position of Corporal, Investigator and Sergeant.

- 2. Lists shall be available for review by all candidates.

## Article 14 – Administrative Reorganization

If Department layoffs 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.

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

## Article 15 – Transfers

The Sheriff shall notify the membership of all opportunities for permanent and/or temporary transfers. This notification shall indicate whether the transfer is permanent or temporary and if temporary the duration of the assignment. Members interested in the transfer position will be allowed a minimum of seven (7) business days to respond by memo of interest for the transfer and must comply with all requests for any résumés or other supplemental information requested by the Sheriff in order to be considered for the transfer.

All transfers, permanent or temporary shall first consider any member(s) desiring to volunteer for the transfer. If more than one member volunteers for the transfer, the Sheriff shall consider seniority as the basis for making the selection to transfer. If the employee ultimately selected for the transfer is a member with less seniority than other interested members, the Sheriff must provide written documentation for their decision to the County Administrator.

In the event of an emergency, the Sheriff or their designee may make temporary transfer assignments not to exceed ninety (90) days in duration.

## Article 16 – Seniority

Seniority shall be determined by length of service within a rank. If seniority within the rank is not determinative between two or more members of the same rank, then length of service with the Department shall prevail.

The County shall provide the Association with a list of members showing each member's department employment date and rank appointment date.

## Section 6 – Other Terms

### Article 1 - Authorized Agents

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

A: County:	B: Association:
County Administrator	President, Inyo County Deputy
P.O. Box N	Sheriff's Association
Independence, CA 93526	P. O. Box 185
	Bishop, CA 93514

### Article 2 – No Strike – No Lockout

- A. 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, slow down, sick out or any other job action by withholding or refusing to perform services.
- B. The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, and 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 this MOU or applicable ordinance or law.
- C. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.
- D. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in paragraph A of this article 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 circumstance, if the County Administrative Officer or their designee so declares, any provision of this MOU, the Personnel Rules or resolutions 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 Clause**

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

The County and DSA agree to reopeners for both Life Insurance and Retiree Health during this term. The current guideline for Life Insurance and Retiree Health will remain in place until an agreement is made and side letter is signed and ratified.

#### **Article 5 – Organizational Rights and Responsibilities**

**Section 1.** Dues Deductions - The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction.

**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. DSA Release Time**

- A. The Department will allow the on-duty officers of the Association (President, Vice-President, Secretary and Treasurer) to attend to Association business on duty, conducted in a reasonable manner and for a reasonable amount of time, not to exceed two (2) hours at any one time.
- B. On-duty members of the Association may attend Association meetings within their beat areas for a reasonable amount of time, not to exceed two (2) hours at any one time.



- C. The conduct of Association business while on duty will not excuse any member from the duties imposed on the Sheriff and deputies by Federal, State, or Local law, nor from any act or omission contrary to the rules and resolutions, orders, either written or verbal, and policy of the Department and the County of Inyo.

## Article 6 – Separability

Should any section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect. Upon such invalidation, the parties agree immediately to meet and confer on Substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

## Article 7 – Sole and Entire Memorandum of Understanding

- A. It is the intent of the parties hereto that the provisions of this MOU 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 MOU is not intended to conflict with federal or state law.
- B. 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

This Memorandum of Understanding shall continue and be in full force and effect until June 30, 2022 or until the negotiations for a comprehensive MOU between the County and Association for the period beginning July 1, 2022 have concluded, whichever is later. For purposes of this Article, negotiations are concluded when (1) the County and Association enter into a comprehensive MOU for the period beginning July 1, 2022, or (2) either County or Association declares impasse with regard to negotiation for a comprehensive MOU for the period beginning July 1, 2022. The County will provide each employee represented by the Association a copy of this and all subsequent MOUs.


## Article 9 – Equity Reductions


Recognizing that furloughs do not have the same desired budgetary effect in the Sheriff's Department as it does in other departments, the DSA agrees to open the MOU to identify and implement reductions that have equal impacts on DSA employees as those agreed to by other County bargaining units, as a group, up to a maximum of the equivalent of ten (10) days of sick leave buy back per year. If the reductions agreed to by other bargaining groups are in excess of the equivalent of ten (10) days sick leave buy back, County and DSA agree to meet and confer on the impacts over and above ten (10) days.

## Article 10 – 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 as of this 15<sup>th</sup> day of October, 2019.

 10-9-2019  
Mark Smith  
President Inyo County Deputy Sheriff's  
Association

  
Rick Pucci  
Chairperson Inyo County Board of  
Supervisors

**ATTACHMENT A**

**DSA EMPLOYEES**  
**EFFECTIVE OCTOBER 17, 2019**  
**(Retro Back to 07/11/19)**  
**2% COLA + 1.5% EQUITY ADJUSTMENT**  
**TOTAL OF 3.5% INCREASE**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
067SA	4,468	4,694	4,920	5,179	5,436	5,708
067SB	4,692	4,927	5,165	5,437	5,708	5,993
067SC	4,803	5,046	5,289	5,568	5,844	6,136
067SD	4,915	5,163	5,412	5,697	5,979	6,278
067SE	5,027	5,280	5,535	5,827	6,115	6,421
067SF	5,138	5,398	5,658	5,956	6,251	6,564
070SA	4,907	5,151	5,401	5,682	5,967	6,265
070SB	5,152	5,411	5,671	5,967	6,267	6,578
070SC	5,275	5,538	5,806	6,108	6,414	6,735
070SD	5,398	5,666	5,941	6,250	6,563	6,892
070SE	5,520	5,795	6,076	6,392	6,713	7,048
070SF	5,643	5,924	6,211	6,534	6,862	7,205
071SA	5,168	5,428	5,690	5,987	6,285	6,599
071SB	5,427	5,699	5,974	6,287	6,600	6,929
071SC	5,555	5,835	6,117	6,437	6,756	7,094
071SD	5,685	5,970	6,259	6,586	6,913	7,259
071SE	5,814	6,106	6,402	6,736	7,070	7,424
071SF	5,943	6,242	6,544	6,886	7,227	7,589
074SA	5,402	5,674	5,950	6,260	6,572	6,901
074SB	5,672	5,957	6,247	6,572	6,901	7,246
074SC	5,807	6,099	6,396	6,729	7,065	7,419
074SD	5,942	6,241	6,545	6,886	7,229	7,592
074SE	6,077	6,383	6,694	7,042	7,394	7,764
074SF	6,212	6,525	6,843	7,199	7,558	7,937

**DSA EMPLOYEES**  
**EFFECTIVE JULY 9, 2020**  
**2% COLA + 1.5% EQUITY ADJUSTMENT**  
**TOTAL OF 3.5% INCREASE**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
067SA	4,624	4,858	5,092	5,360	5,626	5,908
067SB	4,856	5,099	5,346	5,627	5,908	6,203
067SC	4,971	5,223	5,474	5,763	6,049	6,351
067SD	5,087	5,344	5,601	5,896	6,188	6,498
067SE	5,203	5,465	5,729	6,031	6,329	6,646
067SF	5,318	5,587	5,856	6,164	6,470	6,794
070SA	5,079	5,331	5,590	5,881	6,176	6,484
070SB	5,332	5,600	5,869	6,176	6,486	6,808
070SC	5,460	5,732	6,009	6,322	6,638	6,971
070SD	5,587	5,864	6,149	6,469	6,793	7,133
070SE	5,713	5,998	6,289	6,616	6,948	7,295
070SF	5,841	6,131	6,428	6,763	7,102	7,457
071SA	5,349	5,618	5,889	6,197	6,505	6,830
071SB	5,617	5,898	6,183	6,507	6,831	7,172
071SC	5,749	6,039	6,331	6,662	6,992	7,342
071SD	5,884	6,179	6,478	6,817	7,155	7,513
071SE	6,017	6,320	6,626	6,972	7,317	7,684
071SF	6,151	6,460	6,773	7,127	7,480	7,855
074SA	5,591	5,873	6,158	6,479	6,802	7,143
074SB	5,871	6,165	6,466	6,802	7,143	7,500
074SC	6,010	6,312	6,620	6,965	7,312	7,679
074SD	6,150	6,459	6,774	7,127	7,482	7,858
074SE	6,290	6,606	6,928	7,288	7,653	8,036
074SF	6,429	6,753	7,083	7,451	7,823	8,215

**DSA EMPLOYEES**  
**EFFECTIVE JULY 8, 2021**  
**2% COLA + 1.5% EQUITY ADJUSTMENT**  
**TOTAL OF 3.5% INCREASE**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
067SA	4,786	5,028	5,270	5,548	5,823	6,115
067SB	5,026	5,277	5,533	5,824	6,115	6,420
067SC	5,145	5,406	5,666	5,965	6,261	6,573
067SD	5,265	5,531	5,797	6,102	6,405	6,725
067SE	5,385	5,656	5,930	6,242	6,551	6,879
067SF	5,504	5,783	6,061	6,380	6,696	7,032
070SA	5,257	5,518	5,786	6,087	6,392	6,711
070SB	5,519	5,796	6,074	6,392	6,713	7,046
070SC	5,651	5,933	6,219	6,543	6,870	7,215
070SD	5,783	6,069	6,364	6,695	7,031	7,383
070SE	5,913	6,208	6,509	6,848	7,191	7,550
070SF	6,045	6,346	6,653	7,000	7,351	7,718
071SA	5,536	5,815	6,095	6,414	6,733	7,069
071SB	5,814	6,104	6,399	6,735	7,070	7,423
071SC	5,950	6,250	6,553	6,895	7,237	7,599
071SD	6,090	6,395	6,705	7,056	7,405	7,776
071SE	6,228	6,541	6,858	7,216	7,573	7,953
071SF	6,366	6,686	7,010	7,376	7,742	8,130
074SA	5,787	6,079	6,374	6,706	7,040	7,393
074SB	6,076	6,381	6,692	7,040	7,393	7,762
074SC	6,220	6,533	6,852	7,209	7,568	7,948
074SD	6,365	6,685	7,011	7,376	7,744	8,133
074SE	6,510	6,837	7,170	7,543	7,921	8,317
074SF	6,654	6,989	7,331	7,712	8,097	8,503

Amy Shepherd  
Auditor-Controller  
ashepherd@inyocounty.us

(760) 878-0343  
(760) 872-2700  
(760) 876-5559  
FAX: (760) 878-0391



Sue Dishion  
Deputy Personnel Director  
sdishion@inyocounty.us

(760) 878-0377  
(760) 872-4755  
FAX: (760) 873-5599

## 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 forty (40) hours of accrued compensatory time per calendar year (example: member elects to convert 30 hours in July; he or she can only convert 10 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.



**PAYROLL SERVICES  
ELECTION / DEDUCTION AUTHORIZATION  
CASH IN LIEU OF LEAVE HOURS 2020**

*Return completed form to: Auditor-Controller*



**COUNTY OF INYO**

**ELECTION TO RECEIVE CASH IN LIEU OF LEAVE HOURS - Deputy Sheriff's Association (DSA)**

To be eligible to receive cash in lieu of leave hours, an employee must first submit an irrevocable written election by **December 31, 2019**. Employees who are eligible for cash in lieu of leave hours and do not make an affirmative election by the end of the preceding calendar year shall be deemed to have irrevocably elected not to redeem leave hours for pay in the subsequent calendar year.

**Payment of the cash in lieu will be made in July 2020 and December 2020.**

☐

I **elect** to receive cash in lieu of leave hours for calendar year 2020.

By doing so, I may receive additional, taxable compensation (cash in lieu). This amount, if any, will be determined based on qualifying factors as stipulated under the applicable collective agreement/individual contract and pursuant to County of Inyo and Auditor- Controller's Office Administrative policies and procedures.

The number of hours I am electing to receive as cash in lieu of leave hours during calendar year 2020:

**July Payment: Enter the number of elected hours**

\_\_\_\_\_

**December Payment: Enter the number of elected hours**

\_\_\_\_\_

**(in the event that hours are unavailable at the July Payment, the election will carry over to the December Payment up to the maximum cash out of forty (40) hours)**

☐

I **waive** my right to receive cash in lieu of leave hours for calendar year 2020.

By doing so, I understand this is irrevocable for calendar year 2020.

\_\_\_\_\_  
**EMPLOYEE SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DEPARTMENT**

\_\_\_\_\_  
**PRINTED NAME**

**FOR AUDITOR-CONTROLLER USE ONLY**

Employee qualifies to purchase cash in lieu of hours for calendar year 2020,

In the amount of: \_\_\_\_\_ Form Received: \_\_\_\_\_

☐

Approved

☐

Disqualified

Reason: \_\_\_\_\_