

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 21st day of January 2025 an order was duly made and entered as follows:

*CAO-Personnel –
ICCOA MOU*

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve the November 1, 2024, through October 31, 2027 Memorandum of Understanding between the County of Inyo and Inyo County Correctional Officer Association (ICCOA). Motion carried unanimously.

*WITNESS my hand and the seal of said Board this 21st
Day of January, 2025*

<i>Routing</i>
CC Purchasing Personnel X Auditor CAO Other: DATE: January 27, 2025



*NATHAN GREENBERG
Clerk of the Board of Supervisors*

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____

MEMORANDUM OF UNDERSTANDING

between

**INYO COUNTY CORRECTIONAL OFFICERS
ASSOCIATION**

and

COUNTY OF INYO

November 1, 2024 through October 31, 2027

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**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO**

AND

INYO COUNTY CORRECTIONAL OFFICERS ASSOCIATION

2024 - 2027

SECTION 1 – INTRODUCTION

Article 1 – Recognition

The County of Inyo (hereinafter called the "County") has recognized Inyo County Correctional 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.

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 – Personnel Rules and Regulations

The Personnel Rules are hereby incorporated by reference.

Article 5 – Membership

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

Correctional Officers I, II, III
Corporal Correctional Officers

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

Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

Article 1 – Salaries

The salaries of Association employees shall be as set forth in Attachment A.

Effective the first pay period in November 2024, 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. 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.

Salaries for employees represented by ICCOA shall be paid in accordance with Attachment A. COLA's will be determined by the March to March of the Riverside-San Bernardino-Ontario CPI index. The CAP on the COLA will be no less than 0% to no more than 4% of the Urban Wage Earns and Clerical Workers.

Effective the first pay period of July of each year, members shall receive a COLA determined by the March CPI for Riverside-San Bernardino-Ontario, with a minimum of 0% and a cap of 4%.

Article 2 – Step Raises/Career Ladder

The Correctional Officers series will consist of three (3) classifications as follows:

Correctional Officer I
Correctional Officer II
Correctional Officer III

Advancement from I to II:

Employees who meet the minimum requirements for the II level, and who also receives a rating of “satisfactory” (employee must receive a rating of 3 [meets] or higher in every individual rating criteria) on the first annual evaluation report will advance to level II.

Advancement from II to III:

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

Should the employee meet expectation 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 3 – Overtime and Compensatory Time Full-time

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time non-exempt employees at the pay rate of time and one-half (1-1/2) for all overtime hours worked. Time and one-half (1-1/2) compensation will be paid after 40 hours for those full-time non-exempt employees scheduled on a 40-hour workweek. Full-time non-exempt employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times their 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 D 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.
- D. County will allow full-time non-exempt employees to carry one hundred fifty-six (156) 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), pursuant to the County's Cash In Lieu of Leave Hours Policy, an employee may elect to convert compensatory time into a cash payment, at the regular rate of 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 4 – Standby and Callout Compensation

- A. **Standby Compensation:** Employees requested by the department head to serve in an after-hours response capacity will receive \$50 for performing standby duties on each regularly scheduled day and \$75 for performing standby duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Section 3, Article 2 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 (1-1/2). 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 (1-1/2). 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 may be needed, but not formally placing the employee on standby.

Article 5 – Scheduling – 12 Hour Shifts

- A. Work Schedule: An alternate 12-hour is for all Correctional Officers. The shifts will primarily consist of six (6) 12-hour shifts and one (1) 8-hour shift per fourteen (14) day work period for a total of 80 hours.
- B. Work Period: The County has established a 14-day, 86-hour work period for this bargaining unit under Section 7(k) of the FLSA. Although overtime is not owed under the FLSA until after 86 hours are worked, the County agrees for purposes of this MOU that it pays overtime after 80 hours in the work period. The work period is defined as Wednesday through the second Thursday following and will be the same fourteen (14) day work period for all Correctional Officers. It is understood that exceptions to this schedule may occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total hours in the work period for all Correctional Officers.
- C. Shift Differential: Employees working the 6 p.m. to 6 a.m. shift will receive the graveyard shift differential of 4% .

The County and/or the Sheriff reserves the right to cancel the 12-hour shift at any time. The Sheriff, acting in good faith reserves the right to alter or change the schedule, as the Sheriff deems necessary. In the case of a public emergency this change can be effected without notice.

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 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 Administrative Officer may in his discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department of work unit thereof.

Article 7 – Shift Differential

- A. Employees working graveyard shift (full shifts between 6:00 p.m. and 6:00 a.m.) shall receive a grave differential of 4%. Shifts designated as Graveyard and Night are graveyard shifts.
- B. 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.

Article 8 – Longevity

The County agrees to provide the following longevity 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 – 4850

As provided in Section 4850 of the Labor Code, members who are injured in the line of duty are entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year, effective for claims with dates of injury starting 12/17/24. After the employee has used one (1) full year of such 4850 time, said employee may use accumulated leave including sick leave, vacation, or compensatory time. Such leave may be used to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician and where any provided restrictions cannot be accommodated under the Workers' Compensation sections or until said employee is retired.

Article 10 – Bilingual Pay

The County will provide four tiers of bilingual compensation based on the degree of fluency needed by the Department and demonstrated by an eligible Employee, as follows:

- Tier I – Those who can communicate with the public = 2% of their base rate of pay.
- Tier II – Those who interview and interrogate = 3% of their base rate of pay.
- Tier III – Those who speak, read, and write = 5% of their base rate of pay.
- Tier IV – Those who are certified interpreters = 7.5% of their base rate of pay.

The parties will meet and confer to determine testing and eligibility.

GRANDFATHERING PROVISION: Employees who are receiving the 5% bilingual pay prior to the expiration of the MOU effective November 1, 2019 through October 31, 2024, shall continue to receive such pay until such time (if ever) as they may leave the department or if and when they may qualify for any Tier IV level of fluency that the County determines is needed for their position, at which point this version of Article 10 shall then apply to them, subject to the meet and confer process to determine testing and eligibility.

Article 11 – Uniforms

Section 1. The following uniform allowance applies to all members:

- A. A uniform allowance shall be \$ 2,000.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid per pay period in the amount of \$76.92.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The Department will make the determination of replacement or repair. Normal wear and tear of clothing articles is not included.
- D. New employees only will receive a \$500.00 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$500.00 is to come from the current \$2,000.00 annual payment, whereby a new employee's uniform allowance shall be reduced for proration of the advance payment to \$57.69 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
Body armor (ballistic vest)

Ear protectors, shooting glasses, and safety helmets are stored and made available at the jail facility 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.

Article 13 – Other Compensation

- A. **Out of Classification Pay:** Any employee assigned work in a higher classification will have his 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.
- B. **Jail Training Officer Pay/Officer In Charge:** Employee assigned as a Jail Training Officer/Officer In Charge will be compensated an additional 5% of their base.
- C. **Class “B” License:** County will provide a two and one-half (2.5) percent of base pay incentive for member’s who hold and maintain a Class “B” driver’s license. Number of positions eligible will be determined by the Sheriff.
- D. **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 his designee, a list of those members qualifying for this incentive.

- E. **STC Training Coordinator:** County will provide 2.5% of base pay incentive for member who is designated by the Sheriff as the STC Coordinator.
- F. **Commissary Coordinator:** County will provide 2.5% of base pay incentive for the member who is designated by the Sheriff as the Commissary Coordinator.

SECTION 3 – LEAVE

Article 1 – Vacation

The maximum amount of vacation days which may be accrued shall be 35 (280 hours). There shall be no accrual in excess of 35 days (280 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 35-day (280 hours) cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his department head agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day (280 hours) 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 2 – Holidays

In lieu of receiving leave (paid days off) for holidays, members will be paid for holidays as follows: The County will pay 6.25% of base salary. The payment will be paid on each paycheck for a total of 26 pay periods.

Article 3 – Sick Leave

Each full-time employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.

Article 4 – 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 accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him 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 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 (40 Hours)
November 1 - February 29..... Three (3) days (24 Hours)
March 1 - June 30 One (1) day (8 Hours)

Article 5 – Maternity Leave

Personnel Rule 10.2 governs maternity leave.

SECTION 4 – OTHER BENEFITS

Article 1 – Insurance

- A. **Medical:** 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.
1. 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 \$1,000.00.
 2. 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 - \$300.00per 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 provision of this subsection 2.

- C. 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.
- D. Optical: County agrees to pay 100% of the monthly premium (for employee and dependents) for optical insurance during the term of this MOU.
- E. 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.
- F. Short-Term Disability: County will provide all eligible employees with a self-insured income protection plan for up to one 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 13 of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer.
- G. 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.

Article 2 – 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. The highest year will be based on the 3 highest years of service.
- 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 3 – Flexible Spending 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 4 – Deferred Compensation

County will provide deferred compensation programs for employees.

Article 5 – Part-time Benefits – Not applicable

Article 6 – Wellness Bonus

The purpose of the Inyo County Wellness Benefit is to improve the level of health and wellness among ICCOA 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.

SECTION 5 – POLICY AND PROCEDURES

Article 1 – No Smoking Policy

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

Article 2 – Drug and Alcohol Policy

The County will enforce the Alcohol and Drug Abuse policy as amended in accordance with the law.

The County will enforce the Drug and Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

Article 3 – Employee Assistance Program

The 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 will reimburse educational expenses in accordance with Attachment C “Employee Training, Continuing Education and Tuition Assistance Policy.”

Article 6 – License/Certification Renewal

The county will reimburse all costs for licenses and certifications required used in the course of employment.

Article 7 – 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 8 – Probation Period

Correctional Officers I, II, III and Corporal Correctional Officers shall serve a 12-month probation.

Article 9 – Reasonable Access, Contracting Out, Advance Notice

Reasonable Access - The practice will continue, which allows ICCOA/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.

Advance Notice - The County shall provide reasonable advance notice to the Association of any and all changes that affect the wages, hours, terms and conditions of employees in the represented bargaining unit as to allow time for the Association response and meet and confer if necessary. Said notice shall be sent to the ICCOA/President.

Article 10 – Performance Evaluations

The parties agree to the County transitioning to the NeoGov platform for the purpose of conducting and documenting performance evaluations. Upon readiness by the County to implement the new performance evaluation process, the parties will engage in a meet and confer process to discuss and negotiate any changes to the structure and evaluation criteria.

Article 11 – 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.

Article 12 – Policy Manual (Lexipol)

Association agrees to the Lexipol Policy Manual.

SECTION 6 – OTHER TERMS/WORKING CONDITIONS

Article 1 – 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
P.O. Drawer “S”

Article 2 – No Strike-No Lockout

Section 1. The Association, its officers, agents, representatives, and/or employees 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 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 Agreement, which restrict 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 4 – Re-Opener Clause

Either Inyo County Correctional Officers Association or the County may reopen this MOU during the two-year period of 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.

Article 5 – Organizational Rights and Responsibilities

Section 1. Dues Deductions: The County shall deduct Association dues, initiation fees, assessments, and premiums for approved insurance programs from employee's who have filed a written authorization with the Association. The County shall remit such funds to the Association within thirty (30) days following their deduction. An employee may cancel their dues deductions at any time by completing an Association resignation form and filing it with the Association. The Association will immediately notify the County to stop deducting Association dues from the employee.

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. ICCOA Release Time: County will release with pay ICCOA Board of Directors or other ICCOA members (maximum seven (7) employees on any committee) assigned to establish ICCOA committees (as determined by the ICCOA Bylaws in effect as of January 1, 1998) 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 ICCOA providing to the County, by January 15 of each year, a list of meetings and board and committee members for that calendar year and coordinating with the Personnel Department any meeting or training that will require members to be away from work in excess of three (3) hours. ICCOA 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 ICCOA release time prior to discussing such matters with the ICCOA Board or any member of the ICCOA Board.

Section 4. Mailing List: The County will provide ICCOA Board current employee lists to include name, start date, name changes, personal mailing addresses, phone number, and personal email address to provide the opportunity to correspond with all ICCOA represented employees within thirty (30) days of a new hire's start date, or the County being notified of such change. This address list will also be provided on an annual basis and within thirty (30) days of a written request.

Section 5. New Orientation: The County shall distribute a copy of this MOU and the Personnel Rules to all new Bargaining Unit employees. The County will be holding orientations every other Thursday in Independence. If there are no new bargaining unit employees, the County Personnel will send an email to the Association Representative. The Association shall be given the first scheduled fifteen (15) minutes of each new employee orientation to provide the new employee(s) with official Association materials and information. The County shall ensure an Association Representative is made available for the purpose of this section.

Section 6. Bulletin Boards and County Email: The County shall provide space for and permit the installation of Association bulletin boards (or provide reasonable space on County bulletin boards) for official Association notices at each central work location.

No such bulletin boards shall be located in areas frequented by the public doing business with the County.

The Association shall be allowed to utilize email to notify members of dates and times of Association meetings, ratifications, and elections.

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 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 8 – Term of MOU

The term of this Memorandum of Understanding shall continue in force or effect until October 31, 2027. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

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 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 21st day of January 2025.

PASSED AND ADOPTED this 21st day of January 2025, by the following vote of the Inyo County Board of Supervisors:

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

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-

COUNTY OF INYO:



Scott Marcellin, Chairperson

CORRECTIONAL OFFICERS



Stacie Casabian (Jan 15, 2025 07:54 PST)
ICCOA Representative

Attest: Nate Greenberg
Clerk of the Board

By: 

Darcy Ellis, Assistant

ATTACHMENT A

Employee ID	GRADE	Current Step	CLASS TITLE	Annualized Salary	Recommended Classification	Recommended Grade	Current Annual	Recommended Minimum	Recommended Midpoint	Recommended Maximum	Bring to Minimum Approximation	Step	Bring to Closest Step Salary	Cost	% Adjustment
2840	74	E	CORRECTIONAL OFFICER CORPORAL	\$ 90,888.00	CORPORAL CORRECTIONAL OFFICER	13	\$ 90,888.00	\$ 75,641.47	\$ 86,960.16	\$ 98,278.85	\$ 90,888.00	G	\$ 98,278.85	\$ 7,390.85	8.1%
3492	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3794	64	B	CORRECTIONAL OFFICER 01	\$ 61,512.00	CORRECTIONAL OFFICER I	7	\$ 61,512.00	\$ 56,444.83	\$ 64,891.01	\$ 73,337.19	\$ 61,512.00	D	\$ 64,338.99	\$ 2,826.99	4.6%
3294	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3580	67	D	CORRECTIONAL OFFICER 02	\$ 73,200.00	CORRECTIONAL OFFICER II	9	\$ 73,200.00	\$ 62,230.42	\$ 71,542.34	\$ 80,854.26	\$ 73,200.00	F	\$ 77,402.12	\$ 4,202.12	5.7%
3731	64	B	CORRECTIONAL OFFICER 01	\$ 61,512.00	CORRECTIONAL OFFICER I	7	\$ 61,512.00	\$ 56,444.83	\$ 64,891.01	\$ 73,337.19	\$ 61,512.00	D	\$ 64,338.99	\$ 2,826.99	4.6%
3259	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3365	74	E	CORRECTIONAL OFFICER CORPORAL	\$ 90,888.00	CORPORAL CORRECTIONAL OFFICER	13	\$ 90,888.00	\$ 75,641.47	\$ 86,960.16	\$ 98,278.85	\$ 90,888.00	G	\$ 98,278.85	\$ 7,390.85	8.1%
2563	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3209	74	E	CORRECTIONAL OFFICER CORPORAL	\$ 90,888.00	CORPORAL CORRECTIONAL OFFICER	13	\$ 90,888.00	\$ 75,641.47	\$ 86,960.16	\$ 98,278.85	\$ 90,888.00	G	\$ 98,278.85	\$ 7,390.85	8.1%
3781	64	B	CORRECTIONAL OFFICER 01	\$ 61,512.00	CORRECTIONAL OFFICER I	7	\$ 61,512.00	\$ 56,444.83	\$ 64,891.01	\$ 73,337.19	\$ 61,512.00	D	\$ 64,338.99	\$ 2,826.99	4.6%
3868	64	A	CORRECTIONAL OFFICER 01	\$ 58,644.00	CORRECTIONAL OFFICER I	7	\$ 58,644.00	\$ 56,444.83	\$ 64,891.01	\$ 73,337.19	\$ 58,644.00	C	\$ 61,591.98	\$ 2,947.98	5.0%
3366	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3410	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3007	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%

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
	UNG										

Department	Classification	Bargaining Unit	Recommended Title	Current Pay Grade	Current Minimum	Current Midpoint	Current Maximum	Proposed Grade	Proposed Minimum	Change	Proposed Midpoint	Change	Step E	Step E Change	Proposed Maximum	Change
SHERIFF	CORRECTIONAL OFFICER 01	ICCOA	CORRECTIONAL OFFICER I	64	\$ 55,668.00	\$ 61,650.00	\$ 67,632.00	7	\$ 56,444.83	1.4%	\$ 64,891.01	5.3%	\$ 67,208.51	-0.6%	\$ 73,337.19	8.4%
SHERIFF	CORRECTIONAL OFFICER 02	ICCOA	CORRECTIONAL OFFICER II	67	\$ 59,724.00	\$ 66,108.00	\$ 72,492.00	9	\$ 62,230.42	4.2%	\$ 71,542.34	8.2%	\$ 74,097.38	2.2%	\$ 80,854.26	11.5%
SHERIFF	CORRECTIONAL OFFICER 03	ICCOA	CORRECTIONAL OFFICER III	70	\$ 64,164.00	\$ 71,094.00	\$ 78,024.00	11	\$ 68,609.04	6.9%	\$ 78,875.43	10.9%	\$ 81,692.36	4.7%	\$ 89,141.82	14.2%
SHERIFF	CORRECTIONAL OFFICER CORPORAL	ICCOA	CORPORAL CORRECTIONAL OFFICER	74	\$ 70,500.00	\$ 78,108.00	\$ 85,716.00	13	\$ 75,641.47	7.3%	\$ 86,960.16	11.3%	\$ 90,065.83	5.1%	\$ 98,278.85	14.7%

Amy Shepherd
Auditor-Controller
ashepherd@inyocounty.us

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(760) 872-2700
(760) 876-5559
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Keri Oney
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COUNTY OF INYO

CASH IN LIEU OF LEAVE HOURS POLICY - ATTACHMENT 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 Correctional Officers Association (COA), 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 31st 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 31st shall not be eligible to elect a purchase until the next calendar year.
- E. COA 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 2026**

Return completed form to: Auditor-Controller



COUNTY OF INYO

ELECTION TO RECEIVE CASH IN LIEU OF LEAVE HOURS - Correctional Officers Association

To be eligible to receive cash in lieu of leave hours, an employee must first submit an irrevocable written election by **December 31, 2025**. 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 2026 and December 2026.**

I **elect** to receive cash in lieu of leave hours for calendar year 2026. 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 2026:

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 2026. By doing so, I understand this is irrevocable for calendar year 2026.

EMPLOYEE SIGNATURE **DATE** **DEPARTMENT**

PRINTED NAME

FOR AUDITOR-CONTROLLER USE ONLY

Employee qualifies to purchase cash in lieu of hours for calendar year 2026,

In the amount of: _____ Form Received: _____

Approved Disqualified

Reason: _____



ATTACHMENT C

County of Inyo

Policy Name: Employee Training, Continuing Education
and Tuition Assistance Program Policy

Page 1 of 8

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 31st 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.






ICCOA 2024 - 2027 MOU

Final Audit Report

2025-01-15

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