RESOLUTION NO. 2026-40

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, RESCINDING AND REPLACING RESOLUTION 2026-05 AND SETTING SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officials are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for Appointed Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby rescinds Resolution 2026-05;

BE IT FURTHER RESOLVED that the compensation, tenure, appointment, terms and conditions of employment for Appointed Officials shall be as set forth in the Articles below:

| |
|---|
| AGRICULTURAL COMMISSIONER AND DIRECTOR OF WEIGHTS AND MEASURES AND COUNTY PESTICIDE USE ENFORCEMENT OFFICER |
| CHILD SUPPORT DIRECTOR |
| COUNTY ADMINISTRATIVE OFFICER |
| COUNTY COUNSEL |
| ENVIRONMENTAL HEALTH DIRECTOR |
| HEALTH AND HUMAN SERVICES DIRECTOR |
| PLANNING DIRECTOR |
| PROBATION CHIEF OFFICER |
| PUBLIC WORKS DIRECTOR |
| WATER DIRECTOR |

## ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Appointed Officials not represented by any employee bargaining unit. This Resolution applies to those positions listed above.

Persons in these positions are hereinafter referred to as "Appointed Officials".

## ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions regarding Appointed Officials covered by this Resolution to the extent they are inconsistent herewith.

## 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 bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

**Section 2.** Appointed Officials 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.

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

## ARTICLE 4. WORKDAY AND WORKWEEK

The County-designated standard workweek 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. The Obligation of Appointed Officials is to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. In planning their work schedule, Appointed Officials will coordinate and make arrangement to fulfill the requirements of the services and work which are necessary.

b. Appointed Officials on an eight-hour daily work schedule will generally work five consecutive days, with two consecutive days off.

c. Appointed Officials on a four-day, ten hour per day work schedule will generally work four consecutive days with three consecutive days off.

## ARTICLE 5. OVERTIME AND COMPENSATORY TIME

Appointed Officials are FSLA Exempt employees and shall not be paid or provided compensatory time for overtime worked.

## ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION

Appointed Officials are FSLA Exempt employees and shall not be paid or provided compensatory time for standby or callout.

## ARTICLE 7. SALARIES

a. Salaries: Subject to the terms and conditions of their respective employment agreements, Appointed Officials shall be paid a monthly salary as listed below, subject to the salary step increases set forth in the publicly available pay schedule maintained by the County on its website https://www.inyocounty.us/icContent/salaryTable/

b. All salaries shall be adjusted annually on the first full pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change in the BLS (Bureau of Labor Statistics) Riverside – San Bernardino – Ontario Price Index Urban Wage Earners and Clerical Workers. The COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

| TITLE | GRADE & STARTING SALARY |
|---|---|
| AGRICULTURAL COMMISSIONER AND DIRECTOR OF WEIGHTS AND MEASURES AND COUNTY PESTICIDE USE ENFORCEMENT OFFICER | 26 ($12,549.11) |
| CHILD SUPPORT DIRECTOR | 26 ($12,549.11) |
| COUNTY ADMINISTRATIVE OFFICER | 34 ($18,540.75) |
| COUNTY COUNSEL | 32 ($16,817.01) |
| ENVIRONMENTAL HEALTH DIRECTOR | 26 ($12,549.11) |
| HEALTH AND HUMAN SERVICES DIRECTOR | 28 ($13,835.39) |
| PLANNING DIRECTOR | 26 ($12,549.11) |
| PROBATION CHIEF OFFICER | 26 ($12,549.11) |
| PUBLIC WORKS DIRECTOR | 28 ($13,835.39) |
| WATER DIRECTOR | 26 ($12,549.11) |

c. Longevity Pay: The County shall extend to Appointed Officials, the following longevity pay to support retention:

At year six (6) on the anniversary date the employee will receive a one percent (1%) increase to the base salary and will receive a half percent (0.5%) 4 increase every year after until employee reaches a total of eight percent (8%) and twenty (20) years of service.

d. Bi-Weekly Pay period: Appointed Officials shall be paid bi-weekly (every other Friday).

## ARTICLE 8. CLOTHING/UNIFORM ALLOWANCE

The County shall extend to Appointed Officials a $250.00 annual Clothing Allowance. Annual payments will be made at the time of this resolution's approval and subsequently during the first pay period in July each year. For newly hired Appointed Officials, the Clothing Allowance will be paid during their first pay period of employment and then in the first pay period of July in subsequent years. The Clothing Allowance is taxable as required by law and is not reportable as compensation to CalPERS.

## ARTICLE 9. HEALTHCARE BENEFITS

The County shall extend to Appointed Officials the following Medical Insurance/Healthcare Benefits:

A. Medical

1. 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;; or one hundred percent (100%) of PERS Gold or Blue Shield EPO.

2. Additionally, for the Chief Probation Officer, the County agrees to pay eighty percent (80%) of the premium for PORAC (employee will be responsible for twenty percent (20%) of the premium).

3. 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.

4. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:

Eligible for *employee only coverage* - $200.00 per pay period
Eligible for *employee plus one coverage* - $300.00 per pay period
Eligible for *family coverage* - $400.00 per pay period

An employee receiving medical coverage, in part or fully funded, through a State or Federally funded program (e.g. Medi-Cal/Medi-Care/Social Security), is not eligible for the provisions of this subsection (4).

B. Dental

County agrees to pay 100% of the premiums (for employee and dependents) 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 employee and dependents) for optical insurance.

D. Life

County agrees to pay 100% of the premium for life insurance - $20,000 term policy on employee.

E. Wellness Bonus

The purpose of the Inyo County Wellness Benefit is to improve the level of health and wellness of employees 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 by the County. Activities subject to this wellness bonus are set forth on said affidavit.

F. AirMedCare Network

The County shall contract with AirMedCare Network to provide insurance covering the cost of air ambulance transport from the region to remote treatment facilities 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 payroll deduction.

## ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

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

## ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

The County shall provide all eligible Appointed Officials with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County's Short-Term Disability Insurance Program (as the same may be amended from time to time). The benefit will be as set forth in the Short-Term Disability Program.

## ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for Appointed Officials.

## ARTICLE 13. SICK LEAVE

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

b. Any employee who retires from the County may donate sick leave to an available sick leave bank, without complying with any donation limits.

c. Appointed Officials may donate directly to an employee. Appointed Officials may only donate 80 hours per calendar year. All donated hours are subject to all laws and regulations.

## ARTICLE 14. VACATION LEAVE

An Appointed Official may accrue a maximum of 280 vacation hours.

A. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 280-hour cap provided herein, the employee may continue to accrue vacation benefits so long as:

1. The employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 280-hour cap;
2. The alternative vacation must be scheduled and taken by the employee within six months; and
3. The County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.

B. The County Administrative Officer may approve requests for vacation in excess of twenty (20) consecutive workdays based on extenuating circumstances.

## ARTICLE 15. FLEXIBLE & ADMINISTRATIVE LEAVE

Flexible Leave: The County shall grant Appointed Officials, 40 hours of Flexible Leave hours each fiscal year.

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

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

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

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

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

Administrative Leave: Appointed Officials are entitled to eighty (80) paid administrative hours off every fiscal year.

- The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year.
- The administrative leave shall have no cash value.
- For the first fiscal year of a new employment Agreement, Appointed Officials shall have the current balance of administrative hours, if any, roll over from their current position, and any other expiring leave shall be similarly rolled over.

- In no event shall Appointed Officials be entitled to more than eighty (80) paid administrative hours in any given year regardless of a change in position within, or a new contract with, the County.
- Paid administrative leave shall be prorated in a manner consistent with Flexible Leave benefits.

## ARTICLE 16. HOLIDAYS

Recognized Holidays: The County shall extend to Appointed Officials, the following recognized Holidays:

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

Appointed Officials who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

## ARTICLE 17. RETIREMENT PROVISIONS

The County shall extend to Appointed Officials, the following retirement provisions:

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

1. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.

2. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
3. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.

4. PERS benefit to miscellaneous employees shall consist of:

    a. Final compensation to be based on highest one year's salary;
    b. Include post-retirement survivor allowance;
    c. Allow 260 days of accrued sick leave to be added to service credit;
    d. Employer Paid Member Contribution (EPMC)
    e. All other provisions as amended in the County PERS contract.

B. New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

Inyo County shall implement for all Appointed Officials 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 18. PERSONNEL RULES/RESOLUTION AND CONTRACT CONFLICTS

The Personnel Rules are hereby incorporated by reference.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

In the event of a conflict between the Personnel Rules and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

In the event of a conflict between this Resolution and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

## ARTICLE 19. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program to Appointed Officials.

## ARTICLE 20. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY

The County will enforce its Alcohol and Drug Abuse policy.

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

## ARTICLE 21. EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY

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

## ARTICLE 22. SMOKING

There shall be no smoking, vaping, or chewing of tobacco in any County facility, or County vehicle. Smoking or vaping on County property shall only be allowed in designated smoking areas.

## ARTICLE 23. MISTAKEN OVERPAYMENTS

Should any Appointed Official 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 Official in question up the amount of overpayment. However, not more than 10% of any such Official's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, Official will have the option of additional amounts being deducted from any one paycheck.

## ARTICLE 24. 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 Chief Administrative Officer or his designee so declares, any provisions of this Resolution, 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 affected Appointed Official may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

## ARTICLE 25. SEPARABILITY

If any portion of this Resolution or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

This Resolution shall be in full force and effect from now until amended or rescinded.

PASSED AND ADOPTED this 3rd day of November 2026 by the following vote of the Inyo County Board of Supervisors:

AYES: -5- Supervisors Marcellin, Orrill, Roeser, Wadelton, and Griffiths
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-

Trina Orrill
Chairperson, Inyo County Board of Supervisors

Attest: Denelle Carrington
Clerk of the Board

BY: _____

Darcy Israel, Assistant Clerk of the Board