

**MEMORANDUM OF UNDERSTANDING**  
*between the*  
**INYO COUNTY LAW ENFORCEMENT**  
**ADMINISTRATORS ASSOCIATION**  
*and the*  
**COUNTY OF INYO**

***July 1, 2008 through June 30, 2010***

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**ARTICLE 1: RECOGNITION**

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Law Enforcement Administrators Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500 et seq., when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed.

**ARTICLE 2: 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, in accordance with Government Code Sections 3500 to 3511.

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

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

**ARTICLE 3: PERSONNEL RULES AND REGULATIONS**

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

**ARTICLE 4: MEMBERSHIP**

The Association represents the following management positions;  
Undersheriff:  
Lieutenants:  
Chief Investigator: District Attorney Office

**ARTICLE 5: MERIT SYSTEM MEMBERSHIP**

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

## **ARTICLE 6: SALARIES**

**Section 1:** The positions represented by the Association are flat salaried positions subject only to benefits as addressed by this MOU. Effective July 1, 2008 the below listed positions will be at the following salary ranges:

Undersheriff: SC85, SD85, SE85

Lieutenant: SC81, SD81, SE81

Chief Investigator: SC81, SD81, SE81

**Section 2:** Longevity Pay: Effective July 1, 2008 County agrees to the following longevity increases after ten (10) years of consecutive services:

10 years: 1.5%

15 years: 1.5%

20 years: 1.5%

25 years: 1.5%

**Section 3:** Retroactivity: The salary and longevity increases set forth in Sections 1 and 2 above shall be retroactive to July 1, 2008. Any person employed in a represented position on or after July 1, 2008 shall be paid for their services on and after July 1, 2008 at the increased salary and longevity rates.

## **ARTICLE 7: BENEFITS**

**Section 1:** The County shall maintain the existing health (including PORAC Premier), dental, vision, long term disability and life insurance and shall continue them on an equal basis for those benefits modified by the DSA MOU. The County and Association shall meet and confer concerning any proposed changes in benefits.

County and Association agree to re-open this MOU for the purpose of discussion, consideration, and implementation of a cafeteria plan on all benefits (medical, retiree medical, dental, vision, and life).

**Section 2:** Any Member, at the member's option, exchange up to ten (10) days accrued unused sick leave with the County for money compensation at the employee's current hourly rate upon the following conditions:

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

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

**Section 3:** Except as specified herein, the represented employees shall receive all benefits as provided for in the Personnel Rules and Regulations.

## **ARTICLE 8: RETIREMENT PROVISIONS**

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

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

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

**Section 4:** County will pay 100% of the members' normal contributions as employer paid member contributions (EPMC) and report the same percentage of compensation earnable as additional compensation pursuant to Government Code Section 20636 (c)(4) and 20691.

## **ARTICLE 9: CLOTHING ALLOWANCE**

**Section 1:** The uniform allowance is \$1,000.00 per year for the cleaning, replacement and maintenance of Member's uniforms.

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

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

## **ARTICLE 10: SAFETY EQUIPMENT**

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

- Gun
- Holster
- Sam Browne belt and accessories
- Baton and holder
- Handcuff case and handcuffs
- Flashlight including batteries
- Ammunition and holder
- Safety helmet

Body armor

Parka Rain gear (pants and jacket)

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

## **ARTICLE 11: VACATION AND HOLIDAYS**

**Section 1:** Vacation accrual rates and use of vacation are defined in the County Personnel Rules and Regulations Manual.

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

**Section 2:** Holidays - Association Members shall be entitled to the following legal holidays:

January 1 (New Years Day)

Third Monday in January (Martin Luther King Day)

February 12 (Lincoln's Birthday)

Third Monday in February (Washington's Birthday)

Last Monday in May (Memorial Day)

July 4 (Independence Day)

First Monday in September (Labor Day)

September 9 (California Admissions Day)

Second Monday in October (Columbus Day)

November 11 (Veterans Day) Thanksgiving Day

Friday immediately following Thanksgiving Day

December 25 (Christmas) Christmas Eve and New Years Eve (See below)

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

Every day appointed by the President for a public fast, thanksgiving, or holiday and as a paid holiday for all federal, state, and local government employees.

Every day appointed by the Governor for a public fast, thanksgiving, or holiday and as a paid holiday for all state and local government employees.

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

#### **ARTICLE 12: QUALIFICATION INCENTIVE**

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

#### **ARTICLE 13: EDUCATION INCENTIVE**

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

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

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

**Section 4.** County agrees to compensation Members possessing a Masters Degree in a field applicable to Law Enforcement Management and/or a Management Certificate from Peace Officers Standards and Training (POST) an additional 2.5% of the Members base pay. Effective July 1, 2009, County will to increase the education incentive for a Management Certificate by an additional 2.5%, for a total of 5% of the members base pay.

#### **ARTICLE 14: EDUCATIONAL REIMBURSEMENT**

The County agrees to reimburse educational expenses up to a maximum of \$350.00 per year, per Member for tuition and books. The Member must be engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County and is approved by the Department Head. The Member must complete the course work with a grade of "passing" or higher and submit a final grade report and a receipt for books purchased. If a Member makes a commitment to attend course work either in-county or out-of-county, the Department will make every attempt to accommodate a Member's request for duty scheduling to allow for successful course completion. The Member will be required to utilize leave time if time off in excess of normally scheduled time off is required for successful course completion. If the Department grants scheduling priority to a Member and such a priority cause other Members to receive undesirable shift work or not receive the normal rotational shift change, the Department will not be subject to grievance issues.

#### **ARTICLE 15: ELEVATION TO ELECTED OFFICE**

**Section 1:** In the event an Association member is elected to any County office, the member may carry over to the new position 120 days of sick leave for the sole purpose of converting such sick leave to service credit at the time of retirement.

**Section 2:** In the event an elected office is vacated by an elected official, a represented employee temporarily assigned the duties of that elected official shall have his salary increased to the amount the elected official received when the office was vacated. Such increase shall be paid beginning the date the office was vacated until the vacancy is filled by either the Board of Supervisors or an election, which ever is earlier.

#### **ARTICLE 16: ADDITIONAL COMPENSATION**

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

## **ARTICLE 17: ADMINISTRATIVE REORGANIZATION**

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

## **ARTICLE 18: OUT OF CLASSIFICATION PAY**

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

## **ARTICLE 19: DISCIPLINE & GRIEVANCE PROCEDURE**

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

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

## **ARTICLE 20: 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 Sections 3300 through 3311 of the California Government Code, the Department will request such complaint be made in writing. If the complaining party refuses to write or sign such complaint, such refusal will be noted in the investigator's report along with the reason, if known.

## **ARTICLE 21: NO STRIKE - NO LOCKOUT**

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

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

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

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

#### **ARTICLE 22: NON-SMOKING POLICY**

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

#### **ARTICLE 23: EMPLOYEE ASSISTANCE PROGRAM**

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

#### **ARTICLE 24: COUNTY ALCOHOL/DRUG POLICY**

A. Association agrees to the County Alcohol and Drug Abuse Policy as last amended 9/91. County agrees that members are excluded from this policy when duties require they maintain possession of alcohol or drugs. County also agrees that members who are required by the Department to undergo an alcohol or drug test as described in the policy will:

1. be entitled to a second sample and independent analysis of the second sample;  
and
2. be evaluated under County Personnel Rules and Regulations policies with regard to "probable cause" for drug testing.

B. The Association also agrees to the County of Inyo Drug and alcohol Policy pursuant to the Department of Transportation Resolutions as last amended April 1, 1998

#### **ARTICLE 25: LEAVE POOL**

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

**ARTICLE 26: AUTHORIZED AGENTS**

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

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

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

**ARTICLE 27: 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, 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 28: EMERGENCY WAIVER**

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

**ARTICLE 29: 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 30: WAIVER**

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

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

**ARTICLE 31: MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding shall continue in full force and effect until June 30, 2010. The County will provide each employee represented by the Association a copy of this and all subsequent MOU's

**ARTICLE 32: RATIFICATION AND EXECUTION**

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratification by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the County and Association and entered into as of this 8th day of January 2009.

**LAW ENFORCEMENT ADMINISTRATORS ASSOCIATION**

By: \_\_\_\_\_  
Leslie Nixon, President LEAA

**COUNTY OF INYO**

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

