

**COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF INYO  
AND  
THE INYO COUNTY EMPLOYEES ASSOCIATION (AFSCME LOCAL 315)**

**2007-2010**

**ARTICLE 1. RECOGNITION**

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Employees 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 the 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 of 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. WORKDAY AND WORKWEEK**

The work week begins at 0001 hours each Sunday and ends at 2400 hours the following Saturday (one minute after 12 midnight Sunday through 12 midnight on Saturday.)

- 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. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- d. All future promotions and transfer of incumbent County employees shall be at 8 hours per day.
- e. The County Administrator may in his/her discretion based upon recommendation from a department head change work hours and/or workshifts on a temporary basis in such department or work unit thereof.

#### **ARTICLE 5. OVERTIME AND COMPENSATORY TIME - FULL TIME PERMANENT**

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full time nonexempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours for those non-exempt full-time employees scheduled on a 35 hour work week. Time and one-half compensation will be paid after 40 hours for those full time non-exempt employees scheduled on a 40 hour work week. Non-exempt full time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her 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 f. 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. Attachment "A" to this Agreement as a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise between the County and Association, a letter ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- d. "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.
- e. County will allow non-exempt full time employees to carry 40 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.

## **ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION**

- a. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$35.00 for performing standby duties on each regularly scheduled day and \$50.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 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. 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. 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 or she may be needed, but not formally placing the employee on standby.

## **ARTICLE 7. SALARIES**

- a. Salaries: From July 1, 2007 through December 31, 2007 salaries for employees represented by ICEA shall be as set forth in attachment D.
- b. Salary Increases: The salaries for employees represented by ICEA shall be increased from those set forth in Attachment D as follows:
  - Effective January 1, 2008 – 2%;
  - Effective July 1, 2008 – 2%;
  - Effective July 1, 2009 – 3%;
- c. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:
  - January 1, 2006 and Thereafter:
    - 10 years – 2%
    - 15 years – 2%
    - 20 years – 2%
    - 25 years - 2%

These increases will be based on employee start date. If the employee starts on the first through fifteenth of the month, the increase will begin the first of that month. If employee starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- d. Shift Differential. Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- e. Semi-monthly Paydays. Employees covered by this Agreement shall be paid twice monthly (on the 5th and 20th of each month.) The County will make every effort to see that employees in outlying stations receive their checks on the last County business day prior to the 5th or 20th of each month.

**ARTICLE 8. PART-TIME BENEFITS**

**Section 1.** The County will provide the following benefits at the following levels for the following classifications of part-time employees:

- a. Part-time, Non-benefited, Merit System Employees:
  - (1) Defined as employees working between 1 to 19.99 hours per week;
  - (2) Hired through County recruitment process;
  - (3) Appeal rights under Article XII, Disciplinary Actions and Appeals Procedures, of the Personnel Rules, shall be limited to an appeal to the County Administrative Officer, whose decision shall be final and binding; such employees shall not be entitled to appeal any disciplinary matters to the Hearing Officer or any other higher authority;
  - (4) Any hours worked in excess of 38 during the two week pay period will be paid at time and one half. The pay periods are listed in Attachment E.
  - (5) Such employees shall not receive any benefits, including but not limited to those benefits provided for in Articles 9, 10, 11, 16, 17, 18, or 20 of this Agreement or any other insurance, leave, or other benefits provided by the County to any other employees.
- b. Part-time, Benefited, No PERS Retirement, Merit System Employees:
  - (1) Defined as employees working between 20 to 29.99 hours per week;
  - (2) Employees hired through the County recruitment process;
  - (3) Merit System employees with full appellate rights under the Personnel Rules;
  - (4) Employees shall be hourly employees and shall not receive any benefits provided for in Article 20 (PERS retirement benefits and limited payment of employee's contributions for Social Security and Medicare);
  - (5) Employees shall receive the following benefits:
    - (a) County shall pay 75% of employee only health benefits unless prohibited by the County's medical benefit plan. If the PERS prohibits the enrollment of these employees in the health insurance plan, the County will reimburse an employee up to \$118.50 per month for health insurance upon proof of insurance. An employee shall only receive the health insurance

reimbursement if health insurance is purchased. An employee electing not to purchase insurance or enroll in PERS, if available, shall not be entitled to any portion of the \$118.50. Health insurance, as used in this section, does not include life, dental or vision insurance;

- (b) Employees shall receive prorated vacation (Article 17 hereof and Personnel Rule 813) and sick leave (Article 16 hereof and Personnel Rule 814). Proration shall be determined by the number of hours worked by the employees. Employees will be allowed to participate in sick leave buy back. The buy back will be based on the budgeted position (16.00-29.99). Employee using less than five days of sick leave and having a minimum of 10 sick days on the books will be eligible to sell back up to 5 days.
- (c) Any hours worked in excess of 58 during the two-week pay period, will be paid at time and one half. Pay period are listed in Attachment E.
- (d) Employee moving from part-time status to full time status will be allowed portability of vacation and sick accruals based on the prorated budgeted position.
- (e) Employees shall be entitled to participate in the County Flexible Benefit Program, provided for in Article 10, herein;
- (f) Employees shall be entitled to participate in the County Deferred Compensation programs, provided for in Article 12, herein;
- (g) Except as specifically provided in sections (a) through (f) above, these employees shall receive no other benefits provided by the County to its other employees, including but not limited to any other insurance, leave or other benefits provided by the County to any other employees.

c. Part-time, Prorated Benefits, Merit System Employees:

- (1) Defined as employees working between 30 to 39.99 hours per week, as determined by the Personnel Rules and Article 4, herein);
- (2) Employees hired through County recruitment process and merit system employees;
- (3) Employees will have fully paid health insurance as provided by the County to full time career employees;
- (4) Employees will have prorated dental, vision, leave and retirement benefits. Proration will be determined by the number of hours worked by the employee;
- (5) A non-exempt employees will be paid overtime and eligible for compensatory time for all hours worked in excess of 40 hours per week. Overtime payments and compensatory time will be provided in Article 5.

**Section 2.** The benefits and status provided to the employee classifications defined in Section 1, above, are subject to the following:

- a. The following are excluded from the above classifications and, therefore, not entitled to any benefits or status provided for in Section 1: Seasonal employees, temporary reserve officers, contract employees, GAIN, TANF (Welfare to Work), Title V or other workers placed through state or federal programs;
- b. In the event PERS reverses its current position concerning the validity of the County's hourly exclusion in its PERS contract, the County and Association shall meet-and-confer concerning the impact of such decision and the necessary changes to the benefits provided for in Section 1;

#### **ARTICLE 9. INSURANCE BENEFITS**

- a. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- b. Unit employees who are participating in the County medical benefits plan will contribute through payroll deductions, 1% of base pay toward medical benefits.
- c. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- d. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- e. County will pay \$100.00 per month to each employee who has other medical coverage and has opted out of the County's medical plan.

#### **ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

County will to pay the administration fee of \$5.25 per month for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

#### **ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

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 of one percent of employee's base salary to a maximum of \$490 per year. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrator. The benefit will be as set forth in the Short Term Disability Program as amended on October 1, 1999.

**ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for employees.

**ARTICLE 13. REASONABLE ACCESS, CONTRACTING OUT, ADVANCE NOTICE**

Reasonable Access - The practice will continue, which allows ICEA/AFSCME 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 Union of any and all changes that effect the wages, hours, terms and conditions of employees in the represented bargaining unit as to allow time for the Union’s response and meet and confer if necessary. Said notice shall be sent to the ICEA/AFSCME Local 315 President, Secretary and the specified AFSCME District Council 57 Office.

Board of Supervisor Agenda- County agrees to email ICEA President and AFSCME the Board of Supervisors agenda in addition to sending the entire package by a delivery service.

**ARTICLE 14. CAREER LADDER PROCESS**

The County will provide a career ladder process as outlined in Attachment C.

**ARTICLE 15. – Left Blank**

**ARTICLE 16. SICK LEAVE**

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Except as provided in Article 8, any employee using less than five days of sick leave in any calendar year may, at the employee's option, exchange up to five days of sick leave with the County for monetary compensation at the employee's current hourly rate.
- c. The County recognizes that the ICEA membership has created a sick leave pool for use by those members who exhaust all accrued leave (flex, vacation, sick, compensatory) due to non-industrial illness or injury. Rules governing use of the Sick Leave Bank have been established by the ICEA Sick Leave Bank Committee. A copy of those rules is available through ICEA, Personnel, or the department head.
- d. Any employee may donate up to a maximum of ten days per year of unused sick leave to the sick leave bank. Employee will have two fifteen-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank.

- e. Any employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.
- f. County and ICEA will meet and confer with Supervisory, Confidential and Court Employees regarding the impact on the Sick Leave Bank by the creations of new bargaining units.
- g. Any sick leave used for bereavement will not impact the "buy back" provisions above.

**ARTICLE 17. VACATION LEAVE**

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- 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 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 alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator 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 work days based on extenuating circumstances.

**ARTICLE 18. FLEXIBLE LEAVE**

The County shall grant employees 35 hours or 40 hours (depending on employee's hourly status) 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/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:

- November 1 - February 28..... Three (3) days
- March 1 - June 30..... One (1) day.

**ARTICLE 19. HOLIDAYS**

- a. Recognized Holidays. County holidays are as follows:
  - January 1 (New Year's 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)
  - November 11 (Veteran's Day)
  - Thanksgiving Day
  - Friday immediately following Thanksgiving Day
  - December 24 or December 31
  - December 25 (Christmas Day)
  
- b. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week and who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour work day. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

**ARTICLE 20. RETIREMENT PROVISIONS**

- 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.

**ARTICLE 21. PERSONNEL RULES**

The Personnel Rules are hereby incorporated by reference.

**ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

### **ARTICLE 23. 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 24. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY**

**Section 1. Dues Deductions.** The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction. Members of the Association who wish to withdraw from Association membership may do so only during the annual window period from January 1 through January 15, by sending a written notice to the County and the Association. Notice received outside the window period shall be returned and not be processed.

**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. ICEA Release Time.** County will release with pay ICEA Board of Directors or other ICEA members (maximum seven (7) employees) assigned to establish ICEA committees (as determined by the ICEA 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 ICEA 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. ICEA 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 ICEA release time prior to discussing such matters with the ICEA Board or any member of the ICEA Board.

### **ARTICLE 25. OUT OF CLASSIFICATION PAY**

Any employee assigned work in a higher classification will have his/her salary increased a by minimum of 5% or be increased to the higher classification for the time worked, which ever is greater, after five (5) working days, effective the first day worked.

### **ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES**

Attachment A lists those classifications, which are FLSA exempt.

Attachment B lists those classifications that are represented by the Association, except as classifications may be severed in accordance with Resolution 2003-76.

**ARTICLE 27. PROBATION PERIOD - DISPATCHERS**

The following classifications will serve a 12-month probationary period:

Dispatchers  
Correctional Officers  
Group Counselors  
Supervising Group Counselors  
Probation Officers

**ARTICLE 28. UNIFORMS**

**Section 1.** The following uniform allowance applies only to Correctional Officers and Animal Control Officers:

- a. A uniform allowance shall be \$800.00 per year for the cleaning, replacement and maintenance of clothing.
- b. This allowance shall be paid quarterly in the amount of \$200.00. This payment shall be payable on the last payroll date of each quarter.
- c. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the Department. Normal wear and tear of clothing articles is not included.
- d. New employees receive up to \$400.00 as reimbursement upon proof of uniform purchases. This \$400.00 is to come from the current \$800.00 annual payment, whereby a new employee can draw his/her first two (2) quarterly payments upon proof (receipts) that the amount was spent for uniform purchases.

**Section 2.** The following uniform allowance applies only to Group Counselors and Supervising Group Counselors:

Employees will receive \$50.00 twice a year for uniform cleaning reimbursement. This payment will be made to the employee on the first payroll in January and last payroll in July of each year.

**Section 3.** The County shall provide all other employees covered by this Agreement who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

**ARTICLE 29. SAFETY SHOES**

County shall reimburse each employee covered by this Agreement who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

**ARTICLE 30. PERFORMANCE EVALUATIONS**

The County will use the performance evaluation form made effective October 1, 1990.

**ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY**

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo Drug will enforce the Alcohol Policy pursuant to the Department of Transportation Regulations as amended April 1, 1998.

**ARTICLE 32. MATERNITY LEAVE OF ABSENCE**

Maternity leave is governed by Personnel Rule 806.

**ARTICLE 33. TUITION REIMBURSEMENT**

The County will reimburse educational expenses to a maximum of \$350.00 per year per employee for tuition and books.

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

The County will reimburse the employee for course work completed with a grade of 2.0 or higher. The employee must submit a final grade report and a receipt for books purchased.

**ARTICLE 34. SMOKING**

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 35. 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 36. 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. While the employee may discuss a reprimand with the Director of Personnel Services, who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning, or counseling.

### **ARTICLE 37. 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 Administrator  
P.O. Box N  
Independence, CA 93526
- B. President  
Inyo County Employees Association  
P.O. Box 492  
Independence, CA 93526
- C. AFSCME, District Council 37  
2000 Embarcadero, Suite 2000  
Oakland, California 94606

### **ARTICLE 38. 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 39. 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, 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. 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 40. 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 Agreement, 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 of this Agreement and any Personnel rules and policies.

#### **ARTICLE 41. 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 42. WAIVER**

**Section 1.** The parties mutually agree that, except as specifically provided herein, 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 or mediation 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 or mediation 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 provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

**Section 3.** The parties acknowledge that this MOU shall not be in force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

#### **ARTICLE 43 MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall be in force and effect from July 1, 2007 through June 30, 2010. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

**ARTICLE 44. 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 \_\_\_\_\_ day of June , 2007.

COUNTY OF INYO:

INYO COUNTY EMPLOYEES ASSOCIATION

\_\_\_\_\_  
Jim Bilyeu  
Chairperson

\_\_\_\_\_  
Kathe Barton  
ICEA President