

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 12th day of *November* 2013 an order was duly made and entered as follows:

CAO-Personnel/ ICCO MOU Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to ratify and approve the Memorandum of Understanding between the County of Inyo and the Inyo County Correctional Officers Association for the period of November 1, 2013 through October 31, 2016; and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 12th

Day of November 2013



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

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|--------------------------|
| Routing |
| CC _____ |
| Purchasing _____ |
| Personnel <i>X</i> _____ |
| Auditor _____ |
| CAO _____ |
| Other _____ |
| DATE: November 26, 2013 |

MEMORANDUM OF UNDERSTANDING

between

**INYO COUNTY CORRECTIONAL OFFICERS
ASSOCIATION**

and

COUNTY OF INYO

November 1, 2013 through October 31, 2016

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

AND

INYO COUNTY CORRECTIONAL OFFICERS ASSOCIATION

2013-2016

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-Miliias-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

Correctional Officers can only be members of this association.

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.

- November: 2% COLA effective November 7, 2013, which is the first full pay period in November.
- November 2014: 2% COLA effective November 6, 2014, which is the first full pay period in November.
- November 2015: 2% COLA effective November 5, 2015, which is the first full pay period in November.

Article 2 – Step Raises

Merit step raises will become effective on the first day of the pay period following eligibility.

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 shall be paid after 35 hours for those full-time non-exempt employees scheduled on a 35-hour workweek. 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 his 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 E 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 80 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 4 – Standby and Callout Compensation

- A. Standby Compensation: Employees requested by the department head to serve in an after-hours response capacity will receive \$35 for performing standby duties on each regularly scheduled day and \$50 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 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/will occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total work hours in the work period for all Correctional Officers.
- C. Shift Differential: Employees working the 6 p.m. to 6 a.m. 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 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. 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 Administrative Officer may in his 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 7 – Shift Differential

A. Employees working swing shift (full shifts between 3:00 pm and 12:00 midnight) shall receive a shift differential of 2%. Shifts designated as Swing, P.M. and evening are Swing shifts.

B. Employees working graveyard shift (full shifts between 12:00 midnight and 8:00 am) shall receive a grave differential of 4%. Shifts designated as Graveyard and Night are graveyard shifts.

C. In the event of an extended shift, the differential on the overtime shall be the same as the assigned shift. In the event overtime is not connected to an assigned shift, the differential compensation shall be determined by the shift during which the majority of the hours are worked.

Article 8 – Longevity

The County will provide the following longevity increases after ten (10) years of consecutive service:

- 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 the fifteenth of the month, the increase will begin the first of the month. If the employee starts on the sixteenth through the last day of the month, the increase will begin the first of the following month.

Article 9- Left Vacant

Article 10 – Bilingual Pay

Bilingual Pay Employees will be compensated an additional 5% of their base pay for providing bi-lingual skills as deemed necessary by the department head.

Article 11 – Uniforms

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

- A. A uniform allowance shall be \$ 1,000.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid quarterly in the amount of \$250. 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 Department will make the determination of replacement or repair. Normal wear and tear of clothing articles is not included.
- D. New employees receive up to \$500 as reimbursement upon proof of uniform purchases. This \$500 is to come from the current \$ 1,000.00 annual payment, whereby a new employee can draw his first two (2) quarterly payments upon proof (receipts) that the amount was spent for uniform purchases.

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 – Sick Leave Buyout

Any full-time 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.

- A. A maximum of five (5) days of accrued unused sick leave may be exchanged during any calendar year.
- B. After the exchange the employee must maintain a minimum balance of 10 days of accrued unused sick leave.
- C. The exchange will be made in the month of February.

Article 14 – 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: Employee will be compensated an additional 5% of their base pay while assigned a trainee employee or Officer in charge.
- 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.

SECTION 3 – LEAVE

Article 1 – Vacation

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 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 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

- 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 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 3 – Sick Leave

- A. Each full-time employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- B. Any sick leave used for bereavement will not impact the "buy-back" provisions above.

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

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 80% of the premium of PERS Choice, PORAC or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium
1. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
 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 - \$92.31 per pay period
 - Eligible for *employee plus one* coverage - \$184.62 per pay period
 - Eligible for *family* coverage - \$276.93 per pay period
- 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.

Article 2 – 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;
 - 3. Employer Paid Member Contribution (EPMC);
 - 4. All other provisions as amended in the County PERS contract.
- E. 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.

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

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 to a maximum of \$350 per year per employee for tuition and books approved by Department Head and County Administrative Officer.

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 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 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 Union 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 Union's response and meet and confer if necessary. Said notice shall be sent to the ICCOA/ President,

Article 10 – Performance Evaluations

The County will use the performance evaluation agreed to by the Association and the Sheriff in 2012.

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.

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. Box 438
Lone Pine, CA 93545

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

Section 2. Indemnification: The County will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 3. 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 personal mailing addresses, to provide the opportunity to correspond with all ICCOA represented employees in a timely manner. This address list will be provided on an annual basis and within 30 days written notice.

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, 2016. 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 12th day of November, 2013

COUNTY OF INYO:
ASSOCIATION: _____
Linda Arcularius
Chairperson

INYO COUNTY EMPLOYEES
Adam Emley
Adam Emley
ICCOA President

PASSED AND ADOPTED this 12th Day of November, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Linda Arcularius
Linda Arcularius, Chairperson
Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

By: Patricia Gunsolley
Patricia Gunsolley, Assistant

ATTACHMENT A
CCOA EMPLOYEES
2% COLA
EFFECTIVE NOVEMBER 7, 2013

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 064 | 3662 | 3842 | 4030 | 4242 | 4450 |

ATTACHMENT A
CCOA EMPLOYEES
2% COLA
EFFECTIVE NOVEMBER 2014

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 064 | 3735 | 3919 | 4111 | 4327 | 4539 |

ATTACHMENT A
CCOA EMPLOYEES
2% COLA
EFFECTIVE NOVEMBER 2015

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 064 | 3810 | 3997 | 4193 | 4414 | 4630 |