

**INYO COUNTY AND THE INYO COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

April 6, 2016 - Final

Meet and Confer Ground Rules

1. Scheduling of Negotiation Sessions:

Negotiation sessions will take place as often as reasonably possible. The parties agree to schedule sessions in advance with as much notice as possible. Further sessions shall be confirmed at the conclusion of each session. The tentative agenda for the next meeting and agreed upon duration shall be agreed upon before conclusion of session. Negotiation sessions will be scheduled to occur primarily on County paid time upon duty release from the County.

2. Session Location(s):

Negotiating sessions will be at the Inyo County Administrative Building, May Street, as available, or at some other location agreeable to both sides. The Association shall be provided reasonable advanced notification of alternative locations other than those provided above.

3. Negotiating Team Composition:

Each side will be allowed not more than six (6) persons on its negotiating team. Additional attendees may be allowed as agreed upon by both teams. There will be one (1) chief spokesperson for each negotiating team. The chief spokesperson has the right to commit on any item and/or total agreement. The chief Spokesperson for the County Bargaining Team is Sue Dishion. The spokesperson for the Association Bargaining Team is Chris Wickham. The chief spokcsperson or his or her designee shall transmit or receive documents between the two parties. Enough copies of each document shall be provided for each member of the other party, unless otherwise agreed.

4. Press Releases:

During negotiations that take place prior to the completion of any impasse mediation process, any written or verbal press releases or statements to the press regarding the substance of negotiations shall be done through mutually agreed-to releases or statements.

5. Caucuses:

The chief spokesperson of either party may call a caucus at any time. Each side shall be allowed unlimited caucuses. The side calling the caucus will give estimated time of caucuses.

6. Proposals:

All proposals and counter proposals shall be in writing. All proposals made by the ICEA shall be transmitted to the Board of Supervisors in the form received. County staff may present an annotated version of the offer to provide clarification, which will be shared with the ICEA.

7. Tentative Agreements of Specific Items:

Agreements reached at the table on particular items are tentative and are contingent. They will not become effective until inclusion into the MOU and ratification of the MOU by the Association on one side and the Inyo County Board of Supervisors on the other side. Each side then has an obligation to support each tentative agreement to their membership or legislative bodies, respectively. Failure to ratify the MOU with proposed changes by either ratifying source will negate all individual tentative item agreements at the table.

Tentative agreement on one item is subject to tentative agreement on the total package. Consistent with this, either side may at any time propose new concepts for a total package that either omit or substantially alter a mutually identified "cost" tentative agreement (ie. retirement, health care, overtime, uniforms, etc.) The mere alteration of such a tentative agreement shall not be deemed regressive.

As agreements are reached they shall be put in written form, dated and timed, and labeled as Tentative Agreements, and two copies of each shall be signed by the chief spokesperson for each party.

After arriving at a Tentative Agreement it is understood the Association must return to its membership and Management must return to the Board for approval and implementation.

8. Counter Offers/Proposal

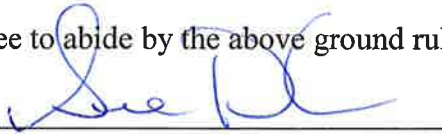
When either Team has made a proposal, the other Team shall have a counter proposal prepared at a mutually agreed upon date. No new proposals on articles not previously discussed shall be made after July 1, 2016.

9. Contacts Regarding Meet and Confer Subject Matters:

During negotiations that take place prior to the completion of any impasse mediation process, contact with those represented by the other side of the table other than officially designated representatives at the table on matters pertinent to ongoing negotiations for an MOU will be prohibited. During that timeframe, ICEA Bargaining Team or members of the bargaining unit agrees not to go to the Board of Supervisors and Administration agrees not to discuss with bargaining unit members.

10. Signatures:

On behalf of Inyo County, I agree to abide by the above ground rules.

S/ 

Representative Inyo County
Board of Supervisors

On behalf of the Inyo County Employees Association, I agree to abide by the above ground rules.

S/ 

ICEA Negotiating Team