

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO
AND THE ELECTED OFFICIALS ASSISTANTS ASSOCIATION**

March 1, 2011 February 28, 2013

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized the Elected Officials Assistants 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.*, when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed. 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 the Resolution 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. PERSONNEL RULES AND REGULATIONS

The Personnel Rules are hereby incorporated by reference.

ARTICLE 5. MEMBERSHIP

The Association represents the following positions:

Assistant District Attorney
Assistant Auditor/Controller
Assistant Treasurer/Tax Collector
Assistant Assessor
Assistant Clerk/Recorder

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.

ARTICLE 7. SALARIES

Section 1. The positions represented by the Association are flat salaried positions and are not subject to a career ladder or step increases.

Section 2. Salaries for employees represented by EEOA shall be paid in accordance with Attachment A.

Section 3. Longevity Pay: 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%

ARTILCE 8. BENEFITS

Section 1. The County shall maintain the existing health, dental, vision and life insurance.

Section 2. (1) Effective March 1, 2011, premiums paid by the County for Medical Insurance will be limited to the following:

- Employee Only: \$472.83
- Employee + 1: \$945.66
- Family: \$1,229.36

Any increase in the Medical Insurance premium will be the responsibility of the employee.

Section 3. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.

Section 4. Effective March 1, 2011, 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 = \$100 per pay period
- Eligible for employee plus one coverage = \$200 per pay period
- Eligible for family coverage = \$300 per pay period

Section 5. Except as specified herein, the represented employees shall receive all benefits as provided for in the Personnel Rules and Regulations.

Section 6. EOAA agrees to re-open the contract to negotiate implementation of a two-tier medical insurance option when one becomes available.

ARTICLE 9. RETIREMENT PROVISION

Section 1. County agrees to provide 2% at 55 full formula PERS retirement for all represented employees.

Section 2. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.

Section 3. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deduction.

Section 4. PERS benefits to represented employees shall consist of:

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

Section 5. When the second tier retirement is put in place EOAA agrees to the following:

Any new employee hired after the contract is ratified will be hired under the new PERS formula of 2%@60; and,

- The highest year will be based on the 3 highest years of service
- The employee will pay 2% of gross pay and the County will pay 5% of gross pay toward of the member's contribution for PERS retirement, less Social Security (FICA) adjustment.

ARTICLE 10. ADMINISTRATIVE HOURS

Section 1. The County shall grant employees 24 hours of Administrative hours each calendar year.

Section 2. Administrative hours will be granted each January 1 and must be exhausted by the following December 31. Administrative hours will not accrue from one calendar year to the next, with the following exception.

Section 3. Administrative hours will not be paid should an employee terminate, for any reason, from County services.

Section 4. An employee requesting administrative hours shall give a minimum of 48 hours' notice to his/her supervisor. A request to take the leave may be denied due to the operational needs of the employee's department.

Section 5. New employees, upon appointment, shall be granted a prorated number of Administrative hours as follows:

April 1 through September 30.....2 Days
October 1 through December 31.....1 Day

ARTICLE 11. ELEVATION TO ELECTED OFFICE

In the event a represented employee is selected to fill a vacancy in an office of an elected official or is elected to the County office for which the employee is the Assistant, the represented employee may carry over to the new position up to 260 days of sick leave for the sole purpose of converting such sick leave at the time of the employee's retirement. Should the employee leave office without retiring, the sick leave carried over will be lost and not subject to being restored (in the case of the employee returning to a County merit system position) or cashed out.

ARTICLE 12. DISCIPLINE AND GRIEVANCES

Except as provided herein, all disciplinary matters and grievances shall be governed by Article XII and XIII of the Personnel Rules and Regulations.

ARTICLE 13. PROFESSIONAL LICENSES AND ORGANIZATIONS

The County shall pay for any mandatory professional licenses required for any represented employee to perform his or her job duties.

ARTICLE 14. EXEMPT EMPLOYEES

The Association agrees that all of its represented positions are exempt from overtime and compensatory time off compensation under the Fair Labor Standards Act.

ARTICLE 15. OUT OF CLASSIFICATION PAY

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/her 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, whichever is earlier.

ARTICLE 16. AUTHORIZED AGENTS

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

- a. County Administrative Officer
P.O. Box "N"
Independence, CA 93526

- b. President
Elected Officials Assistants Association
Independence, CA 93526

ARTICLE 17. 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 18. 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 19. 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 20. SEVERABILITY

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 21. 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 or effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

ARTICLE 22. MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall be in force and effect from February 8, 2011 through February 8, 2013. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 23. 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 22nd day of February 2011.

County of Inyo


Susan Cash, Chairperson

2-22-11
Date

Elected Assistant Officials


Diane Fortney

3/14/2011
Date

Attachment A
Elected Officials Assistant Association

Assistant Assessor	\$6,074
Assistant Auditor	\$6,074
Assistant Clerk/Recorder	\$5,820
Assistant District Attorney	\$8,158
Assistant Treasurer/Tax Collector	\$5,820