County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://cao.co.la.ca.us

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

August 17, 2004

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

SUCCESSOR MEMORANDUM OF UNDERSTANDING FOR BARGAINING UNIT 613 – PUBLIC DEFENDER INVESTIGATORS (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the accompanying successor Memoranda of Understanding (MOU) for a term ending September 30, 2006, with the following employee representation unit:

   Association of Public Defender Investigators: Unit 613 - Public Defender Investigators; and

2. Instruct the Auditor-Controller to make payroll system changes necessary to implement the recommendations contained herein.

PURPOSE OF THE RECOMMENDED ACTION:

We have concluded negotiations and are submitting for your approval the successor MOU for Bargaining Unit 613 – Public Defender Investigators.

Implementation of Strategic Plan Goals:

The approval of the MOU will promote workforce excellence by resolving workplace issues while maintaining financial responsibility.

FISCAL IMPACT:

The MOU provides a 2.5% salary adjustment on October 1, 2004, and October 1, 2005, subject to cancellation if the Board declares a financial crisis.

The recommended agreement was reached within the parameters established by your Board. Current year costs for all recommended changes will be financed within available funding.

FACTS AND PROVISIONS:

The MOU has been ratified by members of the Association of Public Defender Investigators. The agreement has been approved as to form by County Counsel.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
MMM:rld

Attachment

c: County Counsel
Auditor-Controller

MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE PUBLIC DEFENDER INVESTIGATORS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 17th day of August, 2004,

BY AND BETWEEN — Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")

AND — ASSOCIATION OF PUBLIC DEFENDER INVESTIGATORS (hereinafter referred to as "APDI" or "Union")

TABLE OF CONTENTS

		PAGE
ARTICLE 1	PURPOSE	1
ARTICLE 2	ECOGNITION	2
ARTICLE 3	NON-DISCRIMINATION	3
ARTICLE 4	IMPLEMENTATION	4
ARTICLE 5	TERM	5
ARTICLE 6	RENEGOTIATION	6
ARTICLE 7	SALARIES	7
ARTICLE 8	OVERTIME	14
ARTICLE 9	EMPLOYEE BENEFITS	18
ARTICLE 10	OUT-OF-CLASS ASSIGNMENTS	20
ARTICLE 11	BULLETIN BOARDS	23
ARTICLE 12	SAFETY AND HEALTH	25
ARTICLE 13	PERSONNEL POLICIES	27
ARTICLE 14	PERSONNEL FILES	28
ARTICLE 15	LEAVES OF ABSENCE	30
ARTICLE 16	GRIEVANCE COMMITTEEPERSONS	32
ARTICLE 17	GRIEVANCE PROCEDURE	33
ARTICLE 18	EXPEDITED ARBITRATION	44
ARTICLE 19	GRIEVANCES--GENERAL IN CHARACTER	48
ARTICLE 20	STRIKES AND LOCKOUTS	51
ARTICLE 21	WORK ACCESS	52
ARTICLE 22	TRAINING ADVISORY COMMITTEE	53
ARTICLE 23	JOINT LABOR/MANAGEMENT COMMITTEE ON SPANISH SPEAKING INVESTIGATOR ISSUES	54
ARTICLE 24	PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP	55
ARTICLE 25	OBLIGATION TO SUPPORT	61
ARTICLE 26	MANAGEMENT RIGHTS	62
ARTICLE 27	FULL UNDERSTANDING, MODIFICATIONS, WAIVER	63
ARTICLE 28	PROVISIONS OF LAW	66
ARTICLE 29	AUTHORIZED AGENTS	67
ARTICLE 30	LEGAL REPRESENTATION	68
ARTICLE 31	CONTRACTING OUT AND TRANSFER OF FUNCTIONS	69
	SIGNATURE PAGE	i

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Association of Public Defender Investigators was certified on August 15, 1985 by County's Employee Relations Commission (Employee Relations Commission File No. Dec-25) as the majority representative of County employees in the Public Defender Investigators Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management recognizes the Association of Public Defender Investigators as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission.

Item No.	Title
2901	Investigator II, PD
2902	Investigator III, PD

Section 2. Exclusive Recognition

Management agrees that it shall recognize the Association of Public Defender Investigators as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and the Association of Public Defender Investigators has shown it has met the requirements of any such new rules.

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the Association of Public Defender Investigators, or to have the Association of Public Defender Investigators represent them in their employee relations with Management. It is further agreed that nothing herein shall prohibit any employees from representing themselves individually or appearing in their own behalf, in their employment relations with Management. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or handicapped status.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

A. Acts, by majority vote, formally to approve said Memorandum of Understanding;

B. Enacts necessary amendments to all County Ordinances, including Title 6 the Los Angeles County Code, required to implement the full provisions of Articles; and

C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on February 1, 2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2006.

ARTICLE 6 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from April 15, 2006, through May 15, 2006, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, with the exception of salary proposals which shall be presented no later than June 1, 2006.

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after such receipt or June 15, 2006, whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2006, unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIES

Section I. Recommended Salary Adjustment

A. The parties jointly agree to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2901	INVESTIGATOR II,PD	CURRENT	NW	91L	5063.64	6640.82
		10/01/2004	NW	92K	5190.55	6806.73
		10/01/2005	NW	93J	5320.00	6976.73
2902	INVESTIGATOR III,PD	CURRENT		95L	5643.27	7010.91
		10/01/2004		96K	5784.64	7185.91
		10/01/2005		97J	5929.36	7365.73

Between February 1, 2000, and January 31, 2003, if any public safety bargaining unit receives base salary movement in an amount greater than that provided above, then the base salary movement for employees covered by this Memorandum of Understanding will be increased accordingly.

In addition to salary, if any public safety bargaining unit receives other economic enhancements greater than that provided to this Unit, upon the Union's written request, the parties agree to meet and confer within ten (10) business days from the date of the request regarding such economic enhancements.

Public safety bargaining unit is a bargaining unit whose members were covered by Safety Retirement on or before February 1, 2000. The above provisions will not be included in any successor Memorandum of Understanding, unless mutually agreed to by the parties.

B. Financial Crisis

It is understood by the parties to this MOU that Los Angeles County receives revenue from sources that are unpredictable and over which the County has no control. It is further understood that any significant reduction in these revenues could create a financial emergency for Los Angeles County.

For the sole purpose of modifying Article 7, Section 1.A. of this MOU, no later than October 1 of each year, the Board of Supervisors may declare a financial emergency. Such a declaration will be made only in the event of a significant reduction in anticipated on-going local revenues, significant State or Federal reduction in revenues and/or a shift in costs resulting in major increased expenditures.

If a declaration of financial emergency is made, then any prospective scheduled salary increases for that fiscal year found in Article 7, Section 1.A. are cancelled and the parties shall reopen negotiations on all economic issues.

No financial emergency will be declared without meeting and consulting with the Union. The declaration of a financial emergency shall not be subject to the grievance or arbitration procedure found in any MOU between the parties.

This Section will sunset on September 30, 2006.

Section 2. Step Advances

A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

C. Grievances arising out of this section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

2. Where the department head issues a Performance Evaluation upon request of the Department of Personnel, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluation which adversely impacts the application of

this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4. Special Pay Practices

A. Dress Standards

The Union agrees that effective January 1, 1986, all current employees in the bargaining unit and all future employees covered by this agreement will be required to provide a navy blue sports coat (blazer style) and wear it at all appropriate occasions as determined by management. Nothing herein shall be construed as a waiver of management's right to establish, change and modify dress standards.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2003, shall be entitled to a lump sum payment of two hundred dollars ($200.00), payable between January 1, 2001,

and January 15, 2004, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2004, shall be entitled to a lump sum payment of two hundred dollars ($200.00), payable between January 1, 2005 and January 15, 2005, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy blue sports coat (blazer style) and are employed on December 1, 2005, shall be entitled to a lump sum payment of two hundred dollars ($200.00), payable between January 1, 2006 and January 15, 2006, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees shall be responsible for the cleaning and maintenance of the required attire.

B. Standby Pay INS Parolee Witness Program

Employees required by Management to remain available to return to work, at any time during specified hours outside their normal working hours, shall receive $2.00 per hour while on standby but not more than $600.00 per month. The parties agree that no additional compensation for standby status shall be made since the

employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

C. INS Parolee Witness Program - After Hours Duty

Whenever an employee is ordered by his/her Department Head or designated Management representative to work following the termination of his/her normal work shift and departure from his/her work location as a result of the INS Parolee Witness Program, the employee shall receive six (6) hours of compensatory time off for the first four hours worked, or any fraction thereof. Employees who work in excess of four hours will receive compensatory time off at the rate of time and one-half.

No additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half compensatory time off for the first four hours of work.

The provisions of paragraphs B and C shall only apply to the INS Parolee Witness Program.

ARTICLE 8 OVERTIME

Section 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

C. An employee in the bargaining unit may elect to work up to sixty (60) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1 ½) hours for each hour of overtime worked. No more than sixty (60) hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of sixty (60) and accrued as compensatory time in a calendar year shall be paid. Management shall not decide

to order or authorize overtime based on an employee's choice of pay or compensatory time off.

Section 2. Usage of Non-FLSA Earned Compensatory Time

A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Compensatory Time Off - INS Parolee Witness Program

A. The parties agree that when an employee is assigned to the Immigration and Naturalization Service Parolee Witness Program and is required to work in excess of forty (40) hours in the work week, said employee will receive compensatory time off, in lieu of pay, at a rate of time and one-half (1 1/2) for each hour worked up to a maximum of 50 hours. Hours worked in excess of 50 shall be compensated as provided in Section 1.

Any compensatory time off not taken by the end of the calendar year following the year it was earned will be paid at the rate of time and one-half the employee's regular rate of pay rather than lost.

Section 5. Compensatory Time Off - Attendance at Non-Mandated Training Programs

The parties agree that when an employee attends non-mandated training programs for the purpose of professional development, and is required to work in excess of forty (40) hours in the work week, said employee shall receive compensatory time off, in lieu of pay, at a rate of time and one-half (1 1/2) for each hour related to non-mandated training programs. An employee may accrue up to a maximum of 60 hours of compensatory time off from attendance at non-mandatory training. Employees must obtain prior Management approval to attend non-mandated training programs in order to receive the compensatory time off.

Section 6. Compensatory Time Off Corridor

The 60 hour compensatory time off corridor in Article 8 Section 1.C. and Section 5 shall run concurrently. No employee shall accrue more than 60 hours of compensatory time off.

ARTICLE 9 EMPLOYEE BENEFITS

Section 1.

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

The parties agree to recommend jointly to the County's Board of Supervisors that employees shall earn and accrue full-pay sick leave and be paid for unused full-pay sick leave as provided in Article 12 of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO, except as follows:

1. Employees in this unit shall be credited with full-pay sick leave to a maximum of 10 days in 1988, and a maximum of 8 days in 1989.

2. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, an employee may, at his option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to 2 additional sick leave days on July 1, 2000, and on July 1, 2001, and on July 1, 2002, in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

3. It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in Section 1 herein above, the provisions in Article 7, Section 1, Recommended Salary Adjustment, on July 1, 1988, include an additional 8 level base rate increase.

Section 2.

In the event that ALADS (District Attorney Investigators) negotiates additional retirement enhancement formulas during the term of this agreement, the Association of Public Defender Investigators may reopen the Employee Benefits Article to negotiate optional retirement formulas.

ARTICLE 10 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

A. For the purpose of this article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid for each 30 calendar days the employee performs an out-of-class assignment, subject to the conditions described below. This bonus shall not be prorated.

Section 2. Conditions

It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules.

If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her own class.

If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus for each 30 calendar days, from the date of request for relief, he/she performs the out-of-class assignment.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

Section 3. Special Provisions

A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 11 BULLETIN BOARDS

Management will furnish adequate bulletin board space to the Association of Public Defender Investigators where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

A. The Association of Public Defender Investigators' recreational, social and related Association of Public Defender Investigators news bulletins;

B. Scheduled Association of Public Defender Investigators meetings;

C. Information concerning the Association of Public Defender Investigators elections or the results thereof;

D. Reports of official business of the Association of Public Defender Investigators including the Association of Public Public Defender Investigators newsletters, reports of committees or the Board of Directors; and

E. Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either:

approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, from the receipt of the material and the request to post it.

Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

ARTICLE 12 SAFETY AND HEALTH

Section 1 Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Association of Public Defender Investigators will cooperate by encouraging all employees to perform their work in a safe manner.

It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the local facility Safety Officer or the departmental Safety Officer, if there is no local Safety Officer. The Safety Officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the Safety Officer, the Association of Public Defender Investigators may consult with the Chief of Disability Benefits, Health and Safety Division of the Chief Administrative Office or his designate. A representative of such Branch shall respond to the department head and the Association of Public Defender Investigators within ten (10) days. If the Association of Public Defender Investigators is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in

Article17. During such ten (10) days, consultation between the department head and the Association of Public Defender Investigators will take place.

Section 2. First-Aid Kits

The departmental Safety Officer or appropriate representative will make every reasonable effort to maintain complete first-aid kits at all work facilities.

Section 3.

Management and the Association of Public Defender Investigators mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

ARTICLE 13 PERSONNEL POLICIES

Section 1. Absences

Management agrees full-pay sick leave earned in the current calendar year may be used for proper absences, without reference of any kind on performance evaluations or appraisals of promotability.

Section 2.

An employee shall be provided, upon request, with a copy of any materials placed in his personnel file. An employee's personnel file shall be opened for inspection by the employee or by his certified majority representative with the written consent of the employee concerned. It shall be the policy of Management to notify the employee of all adverse material (specifically including any material that would adversely affect the employee's performance evaluation or promotability) placed in his personnel file and to discuss, with the employee, that material upon his request.

Section 3.

Efficiency of performance rating shall be made at least once each year.

Section 4.

The rater and the employee shall meet and discuss the evaluation prior to the inclusion of the evaluation in the employee's personnel file.

ARTICLE 14 PERSONNEL FILES

An employee, or his certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management of his work performance or conduct if such statement is to be placed in his personnel file.

The employee shall acknowledge that he has read such material by affixing his manual signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's manual signature and the manual signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure.

If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated

time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings issued more than two (2) years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 15 LEAVES OF ABSENCE

Section 1. Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time, permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time, permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 2. Employee Organization Leave

The Association of Public Defender Investigators may have not more than one (1) employee in the Unit on leave of absence to accept employment with the Association of Public Defender Investigators. These leaves are subject to Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct the Association of Public Defender Investigators' business as it is related to

County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year.

Section 3. Educational Leave

Pursuant to Civil Service Rules and subject to staffing needs of the department, educational leave without pay may be granted upon a permanent employee's written request and presentation of a plan for schooling designed to improve the employee's value to the department and evidence of acceptance by an accredited college or university.

Section 4. Medical Leave

Pursuant to Civil Service Rules, medical leave without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the employee's written request, if, after submission of medical evidence satisfactory to the department head as establishing the employee's medical need, the department head determines that such leave would be in the best interests of the department and the County.

ARTICLE 16 GRIEVANCE COMMITTEEPERSONS

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than two grievance committeepersons within the representation unit as herein defined. The Association of Public Defender Investigators shall give to the Public Defender of the County of Los Angeles a written list of the names of employees selected as grievance committeepersons, which list shall be kept current by the Association of Public Defender Investigators.

The Association of Public Defender Investigators agrees that, whenever an investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Grievance committee persons, when leaving their work location to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the grievance committeeperson will be informed when time will be made available. Prior to entering other work locations, grievance committeepersons shall inform the cognizant supervisor of the nature of his business. Permission to leave the job will be granted to the employee involved unless such absence could cause an undue interruption of work. If the employee cannot be made available, the grievance committeeperson will be informed when the employee will be made available.

ARTICLE 17 GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used, the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his immediate supervisor.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3. Responsibilities

1. The Association of Public Defender Investigators agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

2. The employee will name the specific action complained of and state in sufficient detail the facts and reasons for the complaint and the remedy requested.

3. Departmental management has the responsibility to:

A. Respond only to the specific complaint and facts cited in the grievance as originally presented.

B. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

C. Supply the employee with the necessary information to process his grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled

on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his written grievance and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

2. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.

3. An employee may present his grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Responsibilities

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.

2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify the Association of Public Defender Investigators of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Association of Public Defender Investigators representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. The Association of Public Defender Investigators representative elects to attend any formal grievance meeting, he must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witness may attend formal grievance hearings on paid County time.

Section 7. Procedures

Step 1. Supervisor

A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental management. The employee shall submit two copies to his immediate supervisor and retain the third copy.

B. Within five (5) business days, the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

A. Within five (5) business days from his receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by his department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his

department. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.

B. Within five (5) business days from receipt of the grievance the middle management representative shall give a written decision and the reasons, therefore, to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union representative.

Step 3 Department Head

A. Within five (5) business days from his receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his designated representative, who has not been involved in the grievance in prior levels, shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons, therefore, to the employee. However, the department head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to the Union representative.

C. If the department head or his designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the department head or his designated representative shall be final.

Section 8. Arbitration

1. Within ten (10) days from the receipt of the written decision of the department head, or his designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his discretion, finds it necessary to

interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to discharges, reductions and discrimination; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County department, agency or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to County's Employee

Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer, and to the County department head or officer affected, which written request shall:

A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and

B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievances as provided for herein.

4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator.

In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Implementation

Term

Renegotiation

Non-Discrimination

Safety and Health

Payroll Deduction of Dues

Leaves of Absence

Authorized Agents

Provisions of Law

Legal Representation

ARTICLE 18 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article I7, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator.

B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

B. The parties agree that l) No stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel, and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (l0) working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

7. The arbitrator shall issue a "bench" decision at the conclusion of the parties testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

9. The decision of the arbitrator shall be binding upon the Union to the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the

Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 19 GRIEVANCES--GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Association of Public Defender Investigators and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

The phrase "significantly large number" shall mean a majority of the employees in the Unit.

A. Within fifteen (15) business days from the occurrence of the matter on which a complaint is based or within fifteen (15) business days from its knowledge of such an occurrence where the Association of Public Defender Investigators has reason to believe that Management is not correctly interpreting or applying any provision(s) of this Memorandum of Understanding, the Association of Public Defender Investigators may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter. Copies shall be sent to the department head involved and to the Chief Administrative Officer. The written Union request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within five (5) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Association of Public Defender Investigators shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department head, or the Chief Administrative Officer, or their authorized representative, who have authority to resolve the matter.

C. Within ten (10) business days after the meeting provided for in (B) above, if the matter is not satisfactorily resolved and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 17, the disagreement may be submitted to arbitration in accordance with these provisions.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedure set forth in Article 17 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of the Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the Grievance Procedure set forth in Article 17 hereof.

ARTICLE 20 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 21 WORK ACCESS

Authorized Association of Public Defender Investigators representatives will be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on the bulletin board.

The Association of Public Defender Investigators representatives desiring access to a work location hereunder shall state the purpose of his visit and request the department heads or his designates authorization a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.

The Association of Public Defender Investigators agrees that its representatives will not purposely interfere with operations of department or any facility thereof.

The Association of Public Defender Investigators shall give to each department head and the Chief Administrative Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by the Association of Public Defender Investigators. Access to work locations will only be granted to representatives on the current list.

ARTICLE 22 TRAINING ADVISORY COMMITTEE

The parties agree to establish a Training Advisory Committee which will consist of one departmental representative and one employee member of the bargaining unit. Such committee's primary objective will be to investigate training alternatives and recommend to departmental management that certain selected training augment the management approved list of training programs subject to necessary approval from the Chief Administrative Officer and the Board of Supervisors.

The Department Head, or whomever he/she delegates, will determine the need, kind, amount and timeliness of training to be provided to Public Defender Investigator personnel and which of these personnel will attend approved training programs.

ARTICLE 23 JOINT LABOR/MANAGEMENT COMMITTEE ON SPANISH SPEAKING INVESTIGATOR ISSUES

Section 1

"The parties agree to establish a Joint Labor/Management Committee on Spanish Speaking Investigator Issues to provide a forum for labor and Management to jointly discuss issues of concern to employees in this Unit.

Section 2

The Committee on shall consist of an equal number of management representatives employee representatives as designated by the Union. The Management representatives will be designated by the Department Head."

ARTICLE 24 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period January 15 through February 14 in any year of the contract, by notifying the Union and their termination of Union dues deduction. Such notification shall be in writing and contain the following information: employee name, employee number, job classification, department name and name of Union from which dues deduction are to be canceled. The Union will provide the County's Auditor-Controller with the appropriate

documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Agency Shop Election

If at any time during the term of the Memorandum of Understanding, 30% of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement as provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If the majority of the employees in the Bargaining Unit, who vote, do not vote in favor of an agency shop fee, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4. Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop," means that every employee represented by this Bargaining Unit shall as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) 3 of the Internal Revenue Service Code.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

D. Union Responsibilities – Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No.1, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedure shall be provided to non-member agency fee payers for each year that the agency shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join te Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written

declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period this Article becomes implemented for current employees, whichever is later.

F. Employee Lists

The County will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, date of hire into the Unit, classification title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor Controller.

Such lists shall include new hires, and employees promoted, demoted, or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

G. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 25 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Association of Public Defender Investigators nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 26 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furloughs because of lack of work, or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 27 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify the Association of Public Defender Investigators indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to the Employee Relations Ordinance and where the Association of Public Defender Investigators requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations, shall be executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Association of Public Defender Investigators of such changes as soon as practicable. Such emergency

assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 28 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 29 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

A. Management's principal authorized agent shall be County's Chief Administrative Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. The Association of Public Defender Investigators authorized agent shall be the General Manager or his duly authorized representative (Address: 1061 N. Shepard Street, Suite C, Anaheim, California, 92806; Telephone: (714) 666-8050.

ARTICLE 30 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

ARTICLE 31 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request For Proposal is approved by the Chief Administrative Officer, the Labor Relations Office will arrange to meet with representatives of the Union to advise them of this action within five (5) days.

When advance knowledge of the impact of pending changes in function organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement.

Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memorandum of Understanding or Civil Service Rules.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

ASSOCIATION OF PUBLIC
DEFENDER INVESTIGATORS

By _____
Mark Reid
General Manager

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
David E. Janssen
Chief Administrative Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

ASSOCIATION OF PUBLIC
DEFENDER INVESTIGATORS

By _____

By _____

By _____

By _____

By _____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
Public Defender

By _____
Alternate Public Defender