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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

February 17, 2004

The 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 MEMORANDA OF UNDERSTANDING FOR VARIOUS BARGAINING UNITS (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

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

   - Local 660, SEIU, AFL-CIO:
     - (Unit 221) – Paramedical Technical Employees
     - (Unit 332) – Supervisory Nonprofessional Paramedical Health Employees
     - (Unit 729) – Health Financial Support Services

   - International Union of Operation Engineers (IUOE) Local 501:
     - (Unit 401) – Operating Engineers

   - Building Trades Council:
     - (Unit 411) – Building Trades and Skilled Craftsmen

   - IUOE and Building Trades Council:
     - (Unit 412) – Supervisory Building and Construction Trades and Operating Engineers

   - American Federation of State, County and Municipal Employees (AFSCME):
     - (Unit 421) – Automotive and Equipment Maintenance and Repair

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We have concluded negotiations and are submitting for your approval, successor MOUs with six (6) individual bargaining units represented by various employee organizations.

Implementation of Strategic Plan Goals

The actions recommended in this letter promote workforce excellence by resolving workplace issues while maintaining financial responsibility.

FISCAL IMPACT/FINANCING

All MOUs provide 2.5% salary adjustments on January 1, 2005, and January 1, 2006, subject to cancellation if the Board declares a financial crisis.

The recommended agreements were reached within the parameters established by your Board. Current year costs of all recommended changes will be financed within available funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MOUs have been ratified by their respective union members. The agreements have been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

No change to current services.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

Attachments

c: County Counsel
Auditor-Controller

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
PARAMEDICAL TECHNICAL
EMPLOYEE REPRESENTATION UNIT

This MEMORANDUM OF UNDERSTANDING made and entered into this 17th day of February, 2004,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")
AND	Los Angeles County Employees Association, Local 660, Service Employees International Union, AFL-CIO, (hereinafter referred to as "LACEA" or "Union")

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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 by this Memorandum; 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 by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1. Majority Recognition

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 434, SEIU, AFL-CIO (hereinafter referred to as “Local 434" or as “Union”) was certified on October 17, 1969 by County's Employee Relations Commission (Employee Relations Commission Decision No. 9-69) as the majority representative of County employees in the Paramedical Technical Representation Unit (hereinafter the "Unit") previously found to be appropriate by the Employee Relations Commission. Effective January 15, 2000, the Employee Relations Commission recognized LACEA, Local 660, SEIU, AFL-CIO as the majority representative of County employees in this Unit. Management hereby recognizes Los Angeles County Employees Association, Local 660, SEIU, as the certified majority representative of County employees in this Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in those classifications listed in Article 62, Salaries, as well as such classes as may be added hereafter by the Employees Relations Commission.

Section 2. Exclusive Recognition

Management shall recognize LACEA, Local 660 as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and LACEA, Local 660, SEIU has shown it has met the requirements of any such new rules.

ARTICLE 3 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 the Los Angeles County Code, required to implement the full provisions hereof; 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 4 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/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 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 LACEA, Local 660, SEIU principal authorized agent shall be the General Manager, or his/her duly authorized representative (Address: , 500 South Virgil Avenue, Los Angeles, California 90020; Telephone: (213) 368-8660)

ARTICLE 5 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 LACEA, Local 660, SEIU, 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 6 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 LACEA, Local 660, SEIU and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

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, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall this Memorandum of Understanding become effective prior to 12:01 a.m. on October 1,2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30,2006.

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of May 15 to May 31, 2006.

Negotiations shall begin no later than June 15, 2006. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2006, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiation and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Administrative Office/Employee Relations Division will meet and consult with SEIU Local 660 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiation sessions.

For employees working on an evening or night shift the Chief Administrative Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU Local 660 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Administrative Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 660 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The Parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 660 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Purpose

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/her immediate supervisor.

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

Section 3. Responsibilities

1. LACEA, Local 660, SEIU, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:

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

   B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. **f** the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

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 Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

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

4. An employee may present his/her 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/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

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 LACEA, Local 660, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The LACEA, Local 660, SEIU representative has the exclusive right to represent employees 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. If the LACEA, Local 660, SEIU representative elects to attend any formal grievance meeting, he/she 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 witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 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/her 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 requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

A. Within ten (10) business days from his/her 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 the employee's Department Head. The Department Head has the authority to waive the

middle Management level if such a level is not appropriate because of the size of his/her department.

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

B. Within ten (10) 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.

Level 3. Department Head

A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, 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/her 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 and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

C. If the Department Head or his/her 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/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, LACEA, Local 660, SEIU 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/her 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.

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/her 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. Management shall notify the Union within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event LACEA, Local 660, SEIU desires to request that a grievance, which meets the requirement 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. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. 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. 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.

6. 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.

7. 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.

8. 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.

9. 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:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both 660 and Management must mutually agree to submit a qualifying grievance to grievance mediation.

3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 660 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.

4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 660, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between LACEA, Local 660, SEIU 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:

A. Where LACEA, Local 660, SEIU has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACEA, Local 660, SEIU 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 with copies to the Department Heads involved and to the Chief Administrative Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and 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 ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACEA, Local 660, SEIU, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Administrative Officer or his/her authorized representative.

C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to LACEA, Local 660, SEIU in writing, setting forth Management's decision and reasons therefore.

D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 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 this 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 procedures set forth in Article 11 thereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, 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 an arbitrator. 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/her 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 o r 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.

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/her 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. It is agreed that representatives of the Chief Administrative Office, Employee Relations Division, and Local 660, SEIU, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.

5. 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 1) 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.

6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 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 or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

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. Agency Shop Defined

It is mutually agreed by the parties that the term "Agency Shop" means that every employee represented by this 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, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. 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 Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. 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 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 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. 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 August 10 through August 31, 2006, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions 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 7. Union Responsibilities - Hudson Notice

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

Section 8. 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, with 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 the 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 following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, 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. Such list 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 a nd effective dates of employees leaving this Bargaining Unit.

Section 10. 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 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU Local 660 representatives shall participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU Local 660 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 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 because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; 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 18 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 Union 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 negotiations pursuant to the Employee Relations Ordinance and where the Union 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 such 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 Union 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 19 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 provision 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 20 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.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU Local 660 and in coordination with the Chief Administrative Office Employee Relations Division offer to meet and consult with the Union within ten (10 business 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.

ARTICLE 21 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 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et.seq.) who perform functions comparable to County positions subject to demotion or layoff, and

b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Administrative Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and department management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 660, AFL-CIO in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Administrative Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

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's 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 pursuant to the conditions described below.

Section 2. Conditions

A. If an employee is assigned to an out-of-class assignment for more than twenty (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 thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

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*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

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

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

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 employee's 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 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be

promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 660 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 660 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 660, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her 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 regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the 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 shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability 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/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

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

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. 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 primary care giver (physician, nurse practitioner or nurse mid-wife), 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. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

LACEA, Local 660, SEIU requests for employee organizational leave shall be made in writing to the affected Department at least ten (10) business days in advance of the leave. LACEA, Local 660, SEIU may have not more than ten (10) employees in the Unit on leave of absence to accept employment with LACEA, Local 660, SEIU. These leaves are subject to the 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 LACEA, Local 660, SEIU 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. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

-- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Administrative Officer.

-- The Chief Administrative Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

-- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

-- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

-- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

-- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

-- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:

    -- EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

    -- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

-- An employee may take a <u>total</u> of one (1) year of EVTO with the following parameters:

- A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

-- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

-- FLSA Exempt employees must request EVTO in full work day increments.

-- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

-- EVTO is not available to employees on any other paid or unpaid leave.

-- Department Heads may continue to approve other unpaid leave of absences.

-- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

-- EVTO will be actively encouraged by Management and Local 660 in order to achieve savings.

Special Unpaid Voluntary Time-Off

(60-Day Program)

Benefits Protected	Benefits Not Protected
Vacation Accrual	Jury Leave
Sick Leave Accrual	Bereavement Leave
Savings and Horizons Plan*	Witness Leave
Flexible Benefit Contributions	Civil Service Examination Leave
Step Advance	Weekend Pay
Retirement Service Credit**	Holiday Pay
Military Leave	

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, Local 660 may request a computer tape listing of the names, employee numbers, item numbers, item title, item sub., department numbers and pay location of all employees in the Unit. Every reasonable effort shall be made to provide the computer tape listing in the format specified by Local 660. Such computer tape listing may be requested up to four (4) times a year, it being agreed that Local 660 shall pay to the County $100.00 for each computer tape listing. Should Local 660 request a computer tape listing for this Unit and simultaneously request a computer tape listing for other Units represented by Local 660 the combined cost for such computer tape listing shall be $1000.00. If there is an increase in the cost of producing the computer tape listing during the term of this Memorandum of Understanding, the parties agree to meet to discuss the increase before it is implemented.

Management will make available to each new employee entering the Unit a card furnished by LACEA, Local 660, SEIU written as follows:

> LACEA, Local 660, SEIU has been certified as your majority representative. LACEA, Local 660, SEIU is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.
>
> If you want information, or if you wish to join LACEA, Local 660, SEIU, call (213) 368-8660 or see your Union Representative where you work.
>
> SEIU Local 660500 S. Virgil Avenue, Los Angeles, CA 90020.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORS

Section 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issues by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level 3 of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 660 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

County agrees to seek State and Federal funds available to the County for retraining and/or placement services for permanent employees terminated from service as a result of organizational restructuring ordered by the Board of Supervisors. County agrees to consult with Local 660 regarding Management efforts to obtain State and Federal funds for displaced workers.

Section 2.

The County agrees to work with Local 660 to seek State and/or Federal fund available to address identified employee retraining needs for employees represented by Local 660 adversely impacted as a result of re-engineering ordered by the Board of Supervisors.

Section 3.

Further, the County agrees to establish a training fund in the amount of $1.5 million in each year of this contract in the Department of Human Resources' Training Budget that will be dedicated to training and/or retraining employees represented by Local 660. Any balance from fiscal year 2003 – 2004 will be forwarded to fiscal year 2004-2005. Any balance from fiscal year 2004-2005 will be forwarded to fiscal year 2005-2006. In no event shall the total dollar amount, including any balance from any fiscal year (2003-2004, 2004-2005 and 2005-2006) exceed $1.5 million.

Section 4.

The parties further agree to create a Joint Labor-Management Committee to jointly administer the above funds. The Committee shall be limited to a total of sixteen (16) members Countywide. Eight (8) members shall be selected by Management and eight (8) members shall be selected by Local 660.

Section 5.

The primary purpose of the Training Fund in Section 3 is to provide retraining for employees adversely affected as a result of organizational restructuring and/or re-engineering ordered by the Board of Supervisors. In addition, the parties agree that the Joint Labor-Management Committee may utilize all, or any portion of, the training funds to enhance training and career development for employees in bargaining units represented by Local 660 during the term of this agreement.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 660 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Local 660 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 660 Units shall be appointed by the General Manager, LACEA, Local 660, SEIU.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized LACEA, Local 660, SEIU representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. LACEA, Local 660, SEIU representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the department head's or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. LACEA, Local 660, SEIU agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

LACEA, Local 660, SEIU 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 LACEA, Local 660, SEIU. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to LACEA, Local 660, SEIU, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

A. LACEA, Local 660, SEIU, recreational, Social and related LACEA, Local 660, SEIU, news bulletins;

B. Scheduled LACEA, Local 660, SEIU, meetings;

C. Information concerning LACEA, Local 660, SEIU, elections or the results thereof;

D. Reports of official business of LACEA, Local 660, SEIU, including LACEA, Local 660, SEIU, 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.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Local 660 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 practice, equipment, and conditions and to report any such unsafe practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or their representative may submit the matter 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) business days. If the employee or their representative is not satisfied with the response of the safety officer, the Union may consult with the Chief Administrative Office or their designee. A representative of such branch shall respond to the department head and the Union within ten (10) business days. If the Union is not satisfied with the response of the Chief Administrative Office, the issue may be taken within ten (10) business days to arbitration as set forth in Article 9. During such ten (10) days, consultation between the department head and the Union will take place.

Section 2.

Management agrees that protective clothing and devices currently available to employees shall remain available as long as Management requires such clothing and devices to be used. As determined by applicable law and regulations, Management shall provide the

necessary education, training and protective equipment in order to protect employees from the occupational transmission of bloodborne and airborne infectious diseases, and to ensure implementation of universal precautions as recommended by Centers of Disease Control (CDC). Employees shall use universal precautions in all work settings.

Section 3.

Management and SEIU, Local 660 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Act of 1973. No employee shall be encouraged or required to perform work that violates Occupational Safety and Health Administration (OSHA) standards or any other laws and regulations.

Employees shall have the right to refuse unsafe work in accordance with applicable Federal and State laws.

Section 4.

Management and SEIU, Local 660 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infectious disease control, their causes and prevention. The Committee shall consist of four (4) representatives appointed by the Union and four (4) representatives appointed by Management. The Committee shall meet bi-monthly.

Section 5.

The departmental safety officer or appropriate representative will update and maintain complete first aid kits in all non-clinical areas, and ensure that the kits are accessible to the employees.

Section 6.

Nothing herein precludes Management from combining Health and Safety Committees. Management and SEIU, Local 660 are committed to the use, purchase and maintenance of microelectronics technology and specifically, video display terminals (VDTS), in a manner which is safe and complies with all applicable laws, Occupational Safety and Health Administration (OSHA) regulations and guidelines and which complies with current National Institute for Occupational Safety and Health (NIOSH) recommendations and guidelines.

Section 7.

Management shall develop and implement written policies and procedures to deal with on-the-job assault. Such policies shall address the prevention of assault on the job and management of situations of assaults and the provision of the post-traumatic support and counseling for employees who have been assaulted.

ARTICLE 38 DEPARTMENT OF HEALTH SERVICES RESTRUCTURING

Section 1. Labor-Management Restructuring Council

During the term of this Memorandum of Understanding, the parties agree to continue the Labor-Management Restructuring Council. The number of members on the Council shall remain at the level existing on September 1, 2000. The work of the Labor-Management Restructuring Council shall include reviewing all restructuring initiatives within the Department of Health Services and making recommendations to Department of Health Services Management.

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to Department of Health Services restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within the Department of Health Services.

Section 2. Staffing

A. The Department of Health Services and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes required by restructuring in the Department.

If the County determines that a hiring freeze in the Department of Health Services is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers in the Department of Health Services and Position Status Reports for Health Services Units.

B. Both Labor and Department of Health Services Management recognize that staffing and workload issues are integral to continuing departmental restructuring, meeting 1115 Waiver mandates, providing quality patient care and assuring compliance with regulatory requirements.

Both Labor and Department of Health Services Management agree that the Labor-Management Restructuring Council will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Department and provide recommendations for action. This joint process will be initiated by January 31, 2001.

C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services restructuring plans or similar plans/programs ordered by the Board of Supervisors.

E. Within 120 days of Board of Supervisors approval of this MOU, DHS agrees to initiate the process for requesting the creation of a new classification entitled Interpreter, Medical Terminology. DHS agrees to meet with the union for the duration of the process pursuant to Section 5.04.090(A) of the County Code.

Section 3. Training

A. The parties agree to establish a Labor-Management Committee composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer the funds allocated for the training program negotiated as part of the 1115 Waiver. This Committee will begin meeting by January 31, 2001B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in training funded by the 1115 Waiver training money for new positions created as a result of restructuring.

C. Throughout the term of this MOU, employees of the Department of Health Services who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. SEIU Local 660 and DHS will jointly monitor releases to ensure reasonable access to training.

Section 4. Reassignment/Involuntary Transfer within DHS

A. If the Department of Health Services determines that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series (for example, Staff Nurse to Clinic Nurse) that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU.

D. Whenever DHS has advance knowledge of specific facilities, or job classes that may be subject to reassignment, DHS Human Resources shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

E. The Department agrees, after all of the above has been completed, to give at least ten (10) business days' notice to any employee scheduled for reassignment.

Section 5. Patient Transport Teams (also known as Lift Teams or Escort Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Lift Teams in DHS facilities and will work together to overcome any economic barriers to implementation.

Upon written request of Local 660, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Lift Teams within DHS. The Work Group shall consist of a core of two Labor representatives, two Management representatives, and one representative from the Workforce Development Program. An additional two members each from Labor and Management will be added from each hospital where Lift Teams are being formed.

Section 6. Notification and Response to Disasters and Public Health Emergencies

The Department of Health Services is committed to maintaining a healthful working environment and continuing its compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and JCAHO.

A. Bioterrorism

1. The Department of Health Services has established a Decontamination Response Plan. The Department shall notify the union within 60 days of any proposed changes to the plan.

2. The Department of Health Services shall provide training on an ongoing basis to all employees involved in direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CAO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall make hand-held personal alarm devices available to employees working in psychiatric emergency departments in County

facilities. The budget for the personal alarms shall not exceed five thousand dollars ($5,000). The budget will be used to purchase, maintain, and replace broken or damaged alarms through the term of this MOU.

3. In the event of an attack on an employee by a patient, Management shall assist with making arrangements for medical attention and counseling services.

4. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify Local 660 as soon as practicable. Upon request by the union, the Department shall meet with Local 660 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

ARTICLE 39 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 660 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding of Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 40 STEWARDS

Section 1. Legal Rights of Shop Steward

Management recognizes that Local 660 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2. Stewards

It is agreed upon by the parties of the Memorandum of Understanding that Local 660 may select a reasonable number of stewards for this Unit. Local 660 shall give to each department head a written list of employees from his department who have been selected as stewards, and only those employees designated as authorized stewards will be recognized by the department. This list shall be kept current by Local 660.

Stewards may spend only that amount of time necessary to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work stations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the

steward's request unless otherwise mutually agreed to. Upon completion of the investigation or processing of the grievance, the steward will report back to his immediate supervisor whose responsibility it shall be to note the time of leaving and returning to his work station.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay.

If the employee cannot be made available, the steward will be immediately informed when the employee will be made available.

Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

Local 660 agrees that a steward shall not log compensatory time or premium time for the time spent performing any function of a steward.

Management will make every reasonable effort not to transfer a steward from one facility to another if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 660 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 CONTINUING EDUCATION

Management recognizes the importance of continuing education for employees in this Unit and will give consideration to employee requests to attend available work-related educational programs, seminars, professional conferences and professional meetings on County time.

For employees in this bargaining Unit who are required, now or in the future, to complete continuing education as a condition of licensure/certification/registration renewal, Management shall grant such employees County paid time off (i.e., “salary only” exclusive of overtime) in consideration of the needs of the service for required CEU credits; AND/OR at the discretion of Management, provide in-house educational programs which qualify for continuing education units. Employees of this Bargaining Unit shall have the discretion to complete their continuing education units through an in-house program or an outside source.

While Management recognizes the importance of continuing education for employees in this bargaining Unit, all parties to this Memorandum agree that responsibility for meeting existing and future mandatory continuing education requirements/units is the obligation of the individual employee and not the Management of the Departments of Health Services, Sheriff or Mental Health.

The DHS Resources office will issue an internal letter to all DHS facilities, including, but not limited to, the Comprehensive Health Centers, clinics and anywhere CPR classes are required, regarding the supplying of the necessary CPR books and classroom supplies.

Consultation

Management and Local 660 will consult pursuant to Los Angeles County Code Section 5.04.090 (A) when new or revised continuing education requirements are mandated/required for maintenance of licensure/registration/certification when such licensure/registration/certification is required for County employment. The purpose of said consultation is to determine how many hours of County paid time off should be made available to employees in order to meet mandatory continuing education requirements.

Management will continue to consult with the Union regarding the testing procedures and test preparation for the Ambulance series.

Management has developed and begun operation of a plan to provide EMT I training or its equivalent to ambulance personnel within the Department of Health Services.

Nothing in this Article shall be construed as preventing Management from extending the EMT I training program to the more advanced EMT training programs.

ARTICLE 42 TRAINING

Section 1.

Management and Local 660 recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to Management, Local 660, and the employees covered by this Memorandum.

Management, upon the official request of Local 660, will meet with Local 660 to consult concerning any specific existing training programs or upgrading opportunities and for the development of any new training programs.

Nothing in this Article shall be construed as limiting Management's authority to make temporary assignments on higher rated classes for the purpose of qualifying the employee for promotional examinations or training.

Section 2.

Management shall not dock the employee's regular pay for time spent in scheduled training programs.

Section 3.

1. New Technology

   As new technology is introduced in the work environment and is required to be used by specific employees, Management shall train the affected employees in the new technology.

2. Training Opportunities

An employee in the unit may request to participate in education programs, symposiums, seminars, conferences and meetings which would lead to an increase in the skills, knowledge, and understanding of the employee's current job assignment. Employee training requests for County time to attend such programs shall be subject to Management approval based on the needs of the service.

3. In-Service Training

Management agrees to continue departmental in-service training programs which are in effect at the time the Memorandum of Understanding is implemented until their terms have expired and also to encourage the establishment of in-service training programs in departments and classifications where possible. Management agrees to make information concerning in-service training programs available to employees within the unit. Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

ARTICLE 43 FLOATING

Floating of LVNs/NAs is a method used to meet/augment staffing required to meet patient care needs. It is Management's intent to limit floating outside of a LVNs/NAs own clinical service, module and/or service line. LVNs/NAs will receive prior professional guidance and/or orientation/training to the service. Each area shall have a written unit/service specific orientation plan available as a reference for staff who have been floated. When it is necessary to float an LVN/NA from his/her regularly assigned unit/service/service line, the LVN/NA who has been floated may only perform within his/her areas of competency and his/her assignment shall reflect this. LVNs/NAs floating into specialty areas shall possess the required competency, skills and knowledge to perform their assigned duties.

When there is a need to float, volunteers will be considered. If there are no volunteers, floating will be assigned based on rotation, competency of available staff and patient care needs. An LVN/NA may be floated only one time per shift, unless they are needed back at their regularly scheduled work area, in which case they may float back.

A float log will be maintained and kept by Management at each facility to document the float rotation. All instances of floating will be recorded in the log. Name of person floating, classification, date, time, place(s) floated to, and justification for irregularities of rotation shall be documented in the log.

The float log shall be made available for review by the Union upon request. A photocopy shall also be provided to the Union upon request.

ARTICLE 44 WORKLOAD

Management and the Department of Health Services, Mental Health, Sheriff, and Coroner agree that there should be adequate staff to provide safe patient care.

When an employee believes that he/she has been persistently overworked, that employee may protest the work assignment to the immediate supervisor, but a good faith effort must be made to comply with the work assignment. Such protest shall be submitted in writing at the end of the shift. If this complained of assignment continues beyond the second day, the employee may proceed through the grievance procedure by filing a grievance at the second level.

When Management agrees that an overwork situation exists, action will be taken within the time limits to remedy the overwork situation; when Management denies the employee is overworked, the employee may appeal that decision through the grievance procedure.

ARTICLE 45 WORK SCHEDULES

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) eight-hour work days. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, scheduled according to the needs of the unit. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within the general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.

C. Work Schedule Changes

Except for emergencies (see Emergency Assignments article), employee's work schedules shall not be changed without written notice, including the reason to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice,

including the reason to the employee at least ten (10) working days prior to the date the change is to be effective.

Where work schedules are regularly and routinely used, such schedules shall be posted at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule changes.

Management will make every reasonable effort to avoid changing employees' work schedules when an employee is enrolled in an educational program approved by Management. Prior written verification must be provided by the employee at the beginning of each period of enrollment.

If the needs of the service require a re-allocation of staff from one permanent shift to another, Management shall first consider pre-existing requests from qualified employees, then solicit qualified volunteers. If there is no pre-existing list or volunteers, Management shall assign the vacant shift(s) to qualified bargaining unit employee(s) according to inverse seniority (the least senior first, etc.). For the purpose of this article, seniority shall be defined as the total amount of continuing service within a classification.

D. Consultation

Prior to implementing alternative work schedules, Management will consult with Local 660.

ARTICLE 46 LUNCH PERIODS

An employee shall not be required to take more than a one hour lunch period exclusive of the hours of the regular workday. An unpaid lunch period of thirty minutes will be permitted any employee required to work more than four hours of overtime beyond his regular shift. This lunch period may be taken at the option of the employee.

ARTICLE 47 WEEKEND SCHEDULING

Management will make every effort to develop schedules that will provide employees of this Unit with at least every third weekend off. The Phlebotomy Technician I and II and Pharmacy Technician classifications are to be excluded from the provisions of this article but any past scheduling practices shall not be changed based on this article. No employee in this bargaining unit shall be unfairly disadvantaged in the scheduling of weekends off.

During the initial orientation period, newly hired Bargaining Unit employees shall have the same regular work schedule as the assigned proctor or mentor.

Upon written request of Local 660, a Joint Labor-Management Work Group shall be convened with the goal of assessing the feasibility of providing two weekends off a month for members of this Bargaining Unit in the Department of Health Services. The Work Group shall consist of a core of two Labor representatives and two Management representatives. An additional three members each from Labor and Management will be added from each work area where weekend scheduling is being studied.

ARTICLE 48 ACCUMULATION OF LATE MINUTES

There will be no accumulation of incidents of tardiness of under fifteen (15) minutes for the purpose of reducing the pay of any employee covered by this Memorandum.

ARTICLE 49 EMERGENCY ASSIGNMENTS

Section 1.

Nothing herein shall limit the authority of the Department Head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2. Definition

An emergency assignment shall be defined as the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of person and property within the territorial limits of a county, city and county, or city caused by such conditions as air pollution, fire, flood, storms, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or the other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

ARTICLE 50 VACATIONS

Section 1. Vacation Deferral

The parties agree that when requested by the employee and authorized by the Department Head vacation time may be deferred for more than one year. Provided, however, an employee's maximum current and deferred vacation accrual shall not exceed 40 days at any time.

Section 2. Vacation Scheduling

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare and post an approved, filled in vacation schedule for all employees in each work facility in a timely manner. Management shall respond in writing to all subsequent vacation requests in a timely manner.

2. The employee with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.

3. Having once made such a choice, no employee may change his/her vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.

4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next vacation schedule is prepared.

5. Management has the right to determine within the Department of Health Services the definition of Vacation Scheduling Units. Vacation scheduling units will consist of like services, i.e., ICU's, general medicine wards, general surgery wards and Orthopedics.

6. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department. An employee may exercise his/her seniority only within the work location to which he/she is permanently assigned.

7. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employee in the order of their County seniority.

8. For the application of this provision each County medical facility shall be considered as a separate department.

9. The Sheriff Department shall continue the current practice, i.e., department seniority is controlling.

10. No request for vacation shall be denied because of the season of the year.

ARTICLE 51 HOLIDAYS

1. Whenever a holiday (as defined in the County Code for Los Angeles County as heretofore applied) occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off with pay.

2. Whenever an employee works on an overtime basis on a day which is both a holiday and a regularly scheduled day off, the employee is entitled to an additional day off and compensation at premium overtime rates providing he/she otherwise qualifies for such payment.

3. Management will make every effort to furnish employees with a summary statement of accrued holiday time.

4. Management shall make every reasonable effort to approve at least one of the following days off:

   Thanksgiving day, Christmas day, or New Year's Day. In lieu of this, an employee working evening or night shift may request Thanksgiving Eve, Christmas Eve, or New Year's Eve.

ARTICLE 52 DISCIPLINARY MATERIALS

If an employee is disciplined, the employee will be provided with all documents upon which the discipline is based. Copies will be furnished to the Union upon request.

ARTICLE 53 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 Government 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 the said Government Code.

ARTICLE 54 CONSULTATION

A. The Department of Health Services Management and Local 660 will establish a County-wide and/or facility Labor/Management Committee to specifically address problems associated with workload, vacations, weekend scheduling, floating, temporary assignments, involuntary transfers, and career opportunities.

B. A County-wide and/or facility Labor/Management Committee will be convened to meet and discuss career opportunities for Licensed Vocational Nurse I, II, and III, and Nursing Attendant I, II, and III.

C. The Department of Health Services' Management will consult with the Union on the feasibility of a night shift for Orthopedic Technicians. Nothing here shall be construed to require Management to implement any change in shift schedules.

D. 1. Each Psychiatric Technician I, II or III assigned to a "Department of Mental Health" mobile response team will be issued a pocket sized current DSM edition book for the duration of their assignment.

2. A cellular telephone will be available for each "Department of Mental Health" mobile response team for use on a roll-out.

ARTICLE 55 WEARING OF UNION BUTTONS

Management shall permit employees to wear official Union buttons or pins of a reasonable size consistent with safety and hygiene. Certain work areas may be designated where such buttons or pins may not be worn for reasons of hygiene or safety.

ARTICLE 56 POSTING OF VACANCIES

Management will post, in a timely manner, in places centrally located and reasonably accessible to employees in this Bargaining Unit, County promotional and career opportunities bulletins on a bulletin board or boards designated expressly for this purpose. An employee desiring to know of current promotional opportunities, job openings or recruitment openings under the County's Civil Service Rules, may call the Los Angeles County Job Hot-Line at 1-800-970-5478 or visit the Los Angeles County Department of Human Resources home page at http://hr.co.la.ca.us/scripts/jblist.htm.

Employees may view vacancy announcements by going to the L.A. County Intranet site at http://jaintra.co.la.ca.us and clicking on the Transfer Opportunities link. DHS Management agrees to send a request to the Department of Human Resources asking them to update both the Job Hotline and websites on an ongoing basis.

If a vacancy occurs in any area where bargaining unit employees are working, Management of said area shall advise the employees who work in the area, through use of the communication book or other means, of the pending vacancy in order to give the area employees an opportunity to apply for the item through the usual civil service channels.

ARTICLE 57 VOLUNTARY TRANSFERS

Section 1. Request for Intradepartmental Voluntary Transfers

Any employee covered herein may submit a dated, written request for voluntary transfer within their Department and have their name placed on a list to be kept by the manager of the work location to which employee is requesting a transfer. The request will be retained for a period of twelve (12) months. It is understood that the request is for an available, vacant position in the same classification within the employee's department. Management will consider these requests for transfer when filling vacancies. It is understood that this Article does not modify management's right to promote an eligible employee.

Section 2. Interdepartmental Transfer

At the request of the appointing power of the receiving department, an interdepartmental transfer shall be authorized, and a release date negotiated pursuant to Civil Service Rule 15.02.

ARTICLE 58 UNIFORMS

Management agrees to provide, during the life of this agreement an initial issuance of seven (7) pairs of trousers, seven (7) shirts, one (1) jacket, and one (1) set of rain gear to each employee in the classifications of Clinic Driver, Ambulance Driver and Ambulance Medical Technician in the Department of Health Services.

Management shall provide laundry of uniforms in accordance with Los Angeles County Code Section 5.72.100.

Management agrees to exchange unserviceable uniforms that were issued under the requirements of this Article in exchange for a new uniform, except where such replacement would be necessary as a result of improper or unauthorized use or care. Such replacement uniforms shall not exceed three (3) sets during the term of this agreement. Management shall be the sole determinant as to the need for uniform replacement.

ARTICLE 59 HOSPITAL VISITING HOURS

Departments of Health Services and Mental Health will implement models of controlled visitor access at all patient care facilities. Such models shall include restricted visiting hours as deemed appropriate by facility Management. Further Management will, where possible, restrict visitor/patient access to emergency room triage areas through use of various security methods and/or devices.

Where possible, Management will designate separate entrances for employees and secure entrances in a manner that discourages casual use.

ARTICLE 60 AFFIRMATIVE ACTION COMMITTEE

The Department of Health Services agrees that the Personnel Officer, Health Services shall convene a departmental Affirmative Action Committee composed of an equal number of management representatives and employee representatives (selected from various interested employee organizations representing employees in the Department). All recommendations that are mutually agreed to by the management and employee representatives shall be implemented by the Department.

ARTICLE 61 OVERTIME

Section 1. Compensation

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

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.

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.

At the discretion of Management, an employee may accrue compensatory time off, in lieu of pay, at a rate of one and one-half (1 ½) hours for each hour of overtime to a maximum of 54 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory time off.

Section 2. Usage Earned Compensatory Time-Non Exempt Employees

A. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to one (1) year, not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost.

Section 3. Exempt Employees

If during the term of this Agreement, any bargaining unit employee is determined to be exempt, as defined by the Fair Labor Standards Act, the parties shall meet and discuss the overtime coverage and the overtime rate to be applied to said employees.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. Permanent full-time employees shall have first choice of overtime work providing a specialized skill or ability is not required.

Section 5. Savings 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 6.

On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

ARTICLE 62 SPECIAL PAY PRACTICES

Section 1. Evening and Night Shift Differential

The parties agree jointly to recommend to the County's Board of Supervisors for adoption and implementation by amendment to applicable provisions of the Los Angeles County Code, that any employee employed in the Bargaining Unit, who is assigned to a regularly established evening or night shift as defined in Section 6.10.020 of the County Code shall receive a per hour bonus for each hour worked during such shift as listed below:

During the term of this MOU, all classes in the Bargaining Unit will receive 75 cents per hour bonus on the night shift and 70 cents per hour on the evening shift.

Section 2. Definitions

Los Angeles County Code Section 6.10.020 defines evening and night service hours as:

> An “evening shift” is a regularly established work shift at least five-eighths of which falls between the hours of 4:00 p.m. and 11:00 p.m.
>
> A “night shift” is a regularly established work shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Section 3. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his/her normal

work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with the provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, 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 pay as a result of call back.

Section 4. Standby Pay

Any permanent, full-time employee assigned regularly scheduled periods of standby service, at off-duty times, shall receive a one dollar and fifty cents /$1.50/ per hour bonus but not to exceed a maximum of four hundred fifty dollars /$450.00/per month total, subject to the authorization required by Section 6.10.120 of the County Code.

Employees covered by this agreement who are required to standby and are called in after midnight shall be given reasonable consideration to use sick, personal, holiday, vacation, or any other time applicable to compensate for the lack of sleep.

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.

Section 5. Defibrillation/Advanced Airway Bonus

Ambulance Drivers (Item 5065) and Ambulance Medical Technicians (Item 5066) who successfully complete EMT-Defibrillation/Advanced Airway training shall receive a $50.00 (fifty dollars) monthly bonus effective the month they are assigned to begin performing Defibrillation/Advanced Airway duties. Such bonus shall be paid only for months during which these employees are assigned to perform Defibrillation/Advanced Airway duties. This is a monthly bonus that shall not constitute a base rate.

Section 6. Mammography Bonus

Radiologic Technologists (Item 5798) who are certified by the State of California to perform mammograms on a regularly scheduled basis shall receive a fifty dollar ($50.00) bonus per month for each month such mammography duties are performed. This is a monthly bonus that shall not constitute a base rate.

Section 7. Compensation for Two Consecutive Shifts

Whenever any Bargaining Unit employee is assigned to work two regularly established eight (8) hour consecutive shifts, the employee shall receive compensation equivalent to sixteen (16) hours of pay.

Section 8. Weekend Bonus

Bargaining Unit employees who work on a weekend shall receive an additional bonus of one dollar ($1.00) for each hour worked on a weekend. For the purpose of paying the weekend bonus, a weekend shall be defined as any forty-eight (48) consecutive hours occurring between the hours of 7:00 p.m. Friday through 7:00 a.m. Monday.

ARTICLE 63 SALARIES

Section 1. Recommend Salary Adjustment

The parties, SEIU, Local 660 Bargaining Policy Committee and the County jointly agree, subject to the Board's Declaration of a Financial Crisis as defined in Section 1(A), to recommend to the County's Board of Supervisors that said Board adopt and implement the following general salary movement ten (10) salary levels effective 1/1/05, and ten (10) salary levels effective 1/1/06 applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5068	AMBULANCE DISPATCHER	CURRENT		69C	2748.27	3403.55
		01/01/2005		70B	2815.00	3486.64
		01/01/2006		71A	2885.00	3573.00
5065	AMBULANCE DRIVER	CURRENT		62L	2321.18	2878.00
		01/01/2005		63K	2379.36	2948.00
		01/01/2006		64J	2439.00	3020.91
5066	AMBULANCE MEDICAL TECHNICIAN	CURRENT		67B	2598.36	3217.91
		01/01/2005		68A	2662.00	3297.00
		01/01/2006		68L	2728.36	3378.82
5553	ANGIOGRAPHY TECHNICIAN	CURRENT		61F	2229.73	2768.18
		01/01/2005		62E	2286.27	2836.00
		01/01/2006		63D	2344.45	2906.00
3567	ASST RADIOLOGY EQUIPMENT SPECIALIST	CURRENT		82B	3881.55	4820.00
		01/01/2005		83A	3977.00	4940.00
		01/01/2006		83L	4076.09	5063.64
4878	AUTOPSY TECHNICIAN	CURRENT		61J	2246.36	2788.09
		01/01/2005		62H	2303.73	2857.00
		01/01/2006		63G	2361.91	2927.00
4879	AUTOPSY TECHNICIAN-PHOTOGRAPHER	CURRENT	N3	65H	2781.45	3095.18
		01/01/2005	N3	66G	2850.00	3171.36
		01/01/2006	N3	67F	2920.00	3249.55
5540	BIOMEDICAL EQUIPMENT TECHNICIAN	CURRENT		69E	2761.55	3420.09
		01/01/2005		70D	2829.00	3503.91
		01/01/2006		71C	2899.00	3590.45

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4979	BLOOD GAS LABORATORY TECHNICIAN I	CURRENT		58G	2058.09	2560.64
		01/01/2005		59F	2110.36	2623.82
		01/01/2006		60E	2163.82	2688.55
4982	BLOOD GAS LABORATORY TECHNICIAN II	CURRENT		62G	2297.91	2850.00
		01/01/2005		63F	2356.09	2920.00
		01/01/2006		64E	2415.00	2991.45
5545	CARDIAC ELECTRODIAGNOSTIC TECH I	CURRENT		58D	2042.55	2541.82
		01/01/2005		59C	2094.55	2604.73
		01/01/2006		60B	2147.45	2668.64
5546	CARDIAC ELECTRODIAGNOSTIC TECH II	CURRENT		61C	2213.09	2748.27
		01/01/2005		62B	2268.82	2815.00
		01/01/2006		63A	2327.00	2885.00
5547	CARDIAC ELECTRODIAGNOSTIC TECH III	CURRENT		66D	2541.82	3148.18
		01/01/2005		67C	2604.73	3225.82
		01/01/2006		68B	2668.64	3305.18
5556	CARDIOVASCULAR TECHNICIAN	CURRENT		73E	3072.82	3807.09
		01/01/2005		74D	3148.18	3900.64
		01/01/2006		75C	3225.82	3996.82
5555	CARDIOVASCULAR TECHNICIAN TRAINEE	CURRENT		F		2146.16
		01/01/2005		F		2199.81
		01/01/2006		F		2254.81
5858	CERTIFIED OCCUPATIONAL THERAPY ASST	CURRENT	NR	69G	2774.82	4036.45
		01/01/2005	NR	70F	2843.00	4136.91
		01/01/2006	NR	71E	2913.00	4239.82
5064	CLINIC DRIVER	CURRENT		60G	2174.73	2701.82
		01/01/2005		61F	2229.73	2768.18
		01/01/2006		62E	2286.27	2836.00
5090	CLINIC LICENSED VOCATIONAL NURSE I	CURRENT		63E	2350.27	2913.00
		01/01/2005		64D	2409.00	2984.09
		01/01/2006		65C	2469.00	3057.91
5094	CLINIC LICENSED VOCATIONAL NURSE II	CURRENT		65E	2481.00	3072.82
		01/01/2005		66D	2541.82	3148.18
		01/01/2006		67C	2604.73	3225.82
5087	CLINIC NURSING ATTENDANT I	CURRENT	N2	48C	1635.36	1928.82
		01/01/2005	N2	49B	1677.18	1977.91
		01/01/2006	N2	50A	1719.00	2027.00
5088	CLINIC NURSING ATTENDANT II	CURRENT		52E	1736.45	2163.82
		01/01/2005		53D	1780.36	2218.64
		01/01/2006		54C	1825.27	2274.64

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5604	CLINICAL PERFUSION TECHNICIAN	CURRENT		88A	4554.00	5657.00
		01/01/2005		88L	4667.64	5798.82
		01/01/2006		89K	4784.55	5943.91
5603	CLINICAL PERFUSION TECHNICIAN ASST	CURRENT		71H	2934.00	3634.09
		01/01/2005		72G	3006.18	3724.09
		01/01/2006		73F	3080.27	3816.36
4964	CYTOLOGY LABORATORY TECH INSTRUCTOR	CURRENT		86A	4313.00	5359.00
		01/01/2005		86L	4421.18	5492.64
		01/01/2006		87K	4531.82	5629.55
4745	DENTAL ASSISTANT	CURRENT		55E	1885.91	2350.27
		01/01/2005		56D	1933.73	2409.00
		01/01/2006		57C	1982.82	2469.00
4746	DENTAL ASSISTANT,SPECIAL PROCEDURES	CURRENT		59A	2084.00	2592.00
		01/01/2005		59L	2136.73	2655.64
		01/01/2006		60K	2191.09	2721.73
4749	DENTAL LAB RADIOLOGIC TECHNICIAN	CURRENT		58K	2073.64	2579.45
		01/01/2005		59J	2126.18	2642.91
		01/01/2006		60H	2180.18	2708.45
4750	DENTAL TECHNICIAN	CURRENT		72D	2984.09	3696.55
		01/01/2005		73C	3057.91	3788.55
		01/01/2006		74B	3132.73	3881.55
5794	DIAGNOSTIC ULTRASOUND TECHNICIAN	CURRENT		79G	3625.36	4498.55
		01/01/2005		80F	3714.91	4610.82
		01/01/2006		81E	3807.09	4725.91
5560	ELECTROENCEPHALOGRAPH TECHNICIAN I	CURRENT		65B	2463.00	3050.45
		01/01/2005		66A	2523.00	3125.00
		01/01/2006		66L	2585.73	3202.27
5561	ELECTROENCEPHALOGRAPH TECHNICIAN II	CURRENT		68C	2675.27	3313.36
		01/01/2005		69B	2741.64	3395.27
		01/01/2006		70A	2808.00	3478.00
4936	ELECTRON MICROSCOPY SPECIALIST	CURRENT		78L	3564.36	4421.18
		01/01/2005		79K	3651.55	4531.82
		01/01/2006		80J	3742.45	4644.91
4887	FORENSIC TECHNICIAN I	CURRENT		67J	2642.91	3273.27
		01/01/2005		68H	2708.45	3354.27
		01/01/2006		69G	2774.82	3436.64
4888	FORENSIC TECHNICIAN II	CURRENT	N3	71H	3265.36	3634.09
		01/01/2005	N3	72G	3346.09	3724.09
		01/01/2006	N3	73F	3428.36	3816.36

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5584	GRAD RESPIRATORY CARE PRACTITIONER	CURRENT		F		3107.18
		01/01/2005		F		3184.86
		01/01/2006		F		3264.48
5605	GYNECOLOGY TECHNICIAN	CURRENT		63L	2385.18	2955.00
		01/01/2005		64K	2445.00	3028.27
		01/01/2006		65J	2505.00	3102.64
4846	HEALTH EDUCATION ASSISTANT	CURRENT		67D	2611.09	3233.73
		01/01/2005		68C	2675.27	3313.36
		01/01/2006		69B	2741.64	3395.27
5622	HOSPITAL EMERGENCY MEDICAL TECH	CURRENT		72F	2998.82	3714.91
		01/01/2005		73E	3072.82	3807.09
		01/01/2006		74D	3148.18	3900.64
5620	HOSPITAL EMERGENCY MED TECH TRAINEE	CURRENT		F		2391.96
		01/01/2005		F		2451.76
		01/01/2006		F		2513.05
5606	HOSPITAL MEDICAL ASSISTANT	CURRENT		64L	2451.00	3035.64
		01/01/2005		65K	2511.00	3110.09
		01/01/2006		66J	2573.18	3186.82
4976	LABORATORY ASSISTANT	CURRENT		56E	1938.64	2415.00
		01/01/2005		57D	1987.73	2475.00
		01/01/2006		58C	2037.36	2535.55
4975	LABORATORY ASSISTANT,TRANSPORTATION	CURRENT		56E	1938.64	2415.00
		01/01/2005		57D	1987.73	2475.00
		01/01/2006		58C	2037.36	2535.55
4978	LABORATORY EQUIPMENT SERVICE TECH	CURRENT		61J	2246.36	2788.09
		01/01/2005		62H	2303.73	2857.00
		01/01/2006		63G	2361.91	2927.00
5836	LICENSED PHYSICAL THERAPIST ASST	CURRENT	NR	69G	2774.82	4036.45
		01/01/2005	NR	70F	2843.00	4136.91
		01/01/2006	NR	71E	2913.00	4239.82
5104	LICENSED VOCATIONAL NURSE I	CURRENT		63E	2350.27	2913.00
		01/01/2005		64D	2409.00	2984.09
		01/01/2006		65C	2469.00	3057.91
5105	LICENSED VOCATIONAL NURSE II	CURRENT		65E	2481.00	3072.82
		01/01/2005		66D	2541.82	3148.18
		01/01/2006		67C	2604.73	3225.82
5106	LICENSED VOCATIONAL NURSE III	CURRENT		69C	2748.27	3403.55
		01/01/2005		70B	2815.00	3486.64
		01/01/2006		71A	2885.00	3573.00

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4931	MILK TECHNICIAN	CURRENT		63E	2350.27	2913.00
		01/01/2005		64D	2409.00	2984.09
		01/01/2006		65C	2469.00	3057.91
5579	NEPHROLOGY TECHNICIAN	CURRENT		69D	2754.91	3411.82
		01/01/2005		70C	2822.00	3495.27
		01/01/2006		71B	2892.00	3581.73
5802	NUCLEAR MEDICINE TECHNOLOGIST I	CURRENT		80B	3678.18	4565.36
		01/01/2005		81A	3770.00	4679.00
		01/01/2006		81L	3862.73	4796.27
5803	NUCLEAR MEDICINE TECHNOLOGIST II	CURRENT		81H	3834.91	4761.09
		01/01/2005		82G	3929.27	4880.00
		01/01/2006		83F	4026.55	5001.82
5107	NURSING ASSISTANT,SHERIFF	CURRENT		69C	2748.27	3403.55
		01/01/2005		70B	2815.00	3486.64
		01/01/2006		71A	2885.00	3573.00
5098	NURSING ATTENDANT I	CURRENT	N2	48C	1635.36	1928.82
		01/01/2005	N2	49B	1677.18	1977.91
		01/01/2006	N2	50A	1719.00	2027.00
5100	NURSING ATTENDANT II	CURRENT		52E	1736.45	2163.82
		01/01/2005		53D	1780.36	2218.64
		01/01/2006		54C	1825.27	2274.64
5101	NURSING ATTENDANT III	CURRENT		53J	1802.64	2246.36
		01/01/2005		54H	1848.45	2303.73
		01/01/2006		55G	1895.36	2361.91
5097	NURSING ATTENDANT TRAINEE	CURRENT		F		1451.52
		01/01/2005		F		1487.81
		01/01/2006		F		1525.01
5608	OPHTHALMOLOGY TECHNICIAN	CURRENT		57D	1987.73	2475.00
		01/01/2005		58C	2037.36	2535.55
		01/01/2006		59B	2089.27	2598.36
5595	ORTHOPEDIC TECHNICIAN	CURRENT		63E	2350.27	2913.00
		01/01/2005		64D	2409.00	2984.09
		01/01/2006		65C	2469.00	3057.91
5612	ORTHOPTIC TECHNICIAN	CURRENT		68L	2728.36	3378.82
		01/01/2005		69K	2794.73	3461.45
		01/01/2006		70J	2864.00	3547.09
5504	PHARMACY TECHNICIAN	CURRENT		61L	2257.45	2801.36
		01/01/2005		62K	2315.36	2871.00
		01/01/2006		63J	2373.55	2941.00

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4977	PHLEBOTOMY TECHNICIAN I	CURRENT	N2	57C	2094.55	2469.00
		01/01/2005	N2	58B	2147.45	2529.27
		01/01/2006	N2	59A	2202.00	2592.00
4981	PHLEBOTOMY TECHNICIAN II	CURRENT		59D	2099.82	2611.09
		01/01/2005		60C	2152.91	2675.27
		01/01/2006		61B	2207.55	2741.64
4885	PROSECTOR	CURRENT		68B	2668.64	3305.18
		01/01/2005		69A	2735.00	3387.00
		01/01/2006		69L	2801.36	3469.73
8161	PSYCHIATRIC TECHNICIAN I	CURRENT		63H	2367.73	2934.00
		01/01/2005		64G	2427.00	3006.18
		01/01/2006		65F	2487.00	3080.27
8162	PSYCHIATRIC TECHNICIAN II	CURRENT		67G	2630.18	3257.45
		01/01/2005		68F	2695.18	3337.91
		01/01/2006		69E	2761.55	3420.09
8163	PSYCHIATRIC TECHNICIAN III	CURRENT		70G	2850.00	3529.82
		01/01/2005		71F	2920.00	3616.64
		01/01/2006		72E	2991.45	3705.73
5567	PULMONARY PHYSIOLOGY TECHNICIAN I	CURRENT		71J	2941.00	3642.82
		01/01/2005		72H	3013.55	3733.27
		01/01/2006		73G	3087.73	3825.64
5568	PULMONARY PHYSIOLOGY TECHNICIAN II	CURRENT		75H	3265.36	4046.36
		01/01/2005		76G	3346.09	4147.09
		01/01/2006		77F	3428.36	4250.27
5569	PULMONARY PHYSIOLOGY TECHNICIAN III	CURRENT		77H	3444.91	4271.18
		01/01/2005		78G	3529.82	4377.91
		01/01/2006		79F	3616.64	4487.45
5565	PULMONARY PHYSIOLOGY TECH TRAINEE	CURRENT		F		2188.05
		01/01/2005		F		2242.75
		01/01/2006		F		2298.82
5801	RADIATION THERAPY TECHNOLOGIST	CURRENT		84B	4096.18	5088.73
		01/01/2005		85A	4198.00	5216.00
		01/01/2006		85L	4302.55	5346.00
5798	RADIOLOGIC TECHNOLOGIST	CURRENT		74K	3194.55	3957.91
		01/01/2005		75J	3273.27	4056.27
		01/01/2006		76H	3354.27	4157.27
5799	RADIOLOGIC TECHNOLOGIST,SPEC PROC	CURRENT		76K	3370.64	4177.64
		01/01/2005		77J	3453.18	4281.64
		01/01/2006		78H	3538.45	4388.73

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5506	RADIOPHARMACY TECHNICIAN	CURRENT		65F	2487.00	3080.27
		01/01/2005		66E	2548.09	3155.91
		01/01/2006		67D	2611.09	3233.73
5869	RECREATION THERAPY AIDE	CURRENT		59D	2099.82	2611.09
		01/01/2005		60C	2152.91	2675.27
		01/01/2006		61B	2207.55	2741.64
5870	RECREATION THERAPY ASSISTANT	CURRENT		65G	2493.00	3087.73
		01/01/2005		66F	2554.36	3163.64
		01/01/2006		67E	2617.45	3241.64
5882	REHABILITATION THERAPY TECHNICIAN	CURRENT	NR	58G	2058.09	3006.18
		01/01/2005	NR	59F	2110.36	3080.27
		01/01/2006	NR	60E	2163.82	3155.91
5575	RENAL DIALYSIS EQUIPMENT TECHNICIAN	CURRENT		67C	2604.73	3225.82
		01/01/2005		68B	2668.64	3305.18
		01/01/2006		69A	2735.00	3387.00
5585	RESPIRATORY CARE PRACTITIONER I	CURRENT		75D	3233.73	4006.73
		01/01/2005		76C	3313.36	4106.36
		01/01/2006		77B	3395.27	4208.45
5586	RESPIRATORY CARE PRACTITIONER II	CURRENT		78C	3495.27	4334.64
		01/01/2005		79B	3581.73	4443.09
		01/01/2006		80A	3669.00	4554.00
5583	RESPIRATORY CARE TECHNICIAN	CURRENT		67G	2630.18	3257.45
		01/01/2005		68F	2695.18	3337.91
		01/01/2006		69E	2761.55	3420.09
4880	SENIOR FORENSIC ATTENDANT	CURRENT		66K	2579.45	3194.55
		01/01/2005		67J	2642.91	3273.27
		01/01/2006		68H	2708.45	3354.27
4980	SENIOR LABORATORY ASSISTANT	CURRENT		60E	2163.82	2688.55
		01/01/2005		61D	2218.64	2754.91
		01/01/2006		62C	2274.64	2822.00
5597	SENIOR ORTHOPEDIC TECHNICIAN	CURRENT		66D	2541.82	3148.18
		01/01/2005		67C	2604.73	3225.82
		01/01/2006		68B	2668.64	3305.18
5576	SENIOR RENAL DIALYSIS EQUIP TECH	CURRENT		69D	2754.91	3411.82
		01/01/2005		70C	2822.00	3495.27
		01/01/2006		71B	2892.00	3581.73
5792	STUDENT NUCLEAR MEDICINE TECHNICIAN	CURRENT		F		1582.38
		01/01/2005		F		1621.94
		01/01/2006		F		1662.49

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5791	STUDENT RADIATION THERAPY TECH	CURRENT		F		1582.38
		01/01/2005		F		1621.94
		01/01/2006		F		1662.49
9344	STUDENT X-RAY TECHNICIAN(1ST YR),NC	CURRENT		F		1185.58
		01/01/2005		F		1215.22
		01/01/2006		F		1245.60
9344	STUDENT X-RAY TECHNICIAN(2ND YR),NC	CURRENT		F		1325.18
		01/01/2005		F		1358.31
		01/01/2006		F		1392.27
5884	SUBSTANCE ABUSE COUNSELOR	CURRENT		65C	2469.00	3057.91
		01/01/2005		66B	2529.27	3132.73
		01/01/2006		67A	2592.00	3210.00
5883	SUBSTANCE ABUSE COUNSELOR AID	CURRENT		59G	2115.64	2630.18
		01/01/2005		60F	2169.27	2695.18
		01/01/2006		61E	2224.18	2761.55
5103	SUPERVISING NURSING ATTENDANT	CURRENT		55H	1900.09	2367.73
		01/01/2005		56G	1948.45	2427.00
		01/01/2006		57F	1997.55	2487.00
5111	SURGICAL TECHNICIAN	CURRENT		65E	2481.00	3072.82
		01/01/2005		66D	2541.82	3148.18
		01/01/2006		67C	2604.73	3225.82
5878	THERAPY TECHNICIAN TRAINEE	CURRENT		F		1419.34
		01/01/2005		F		1454.82
		01/01/2006		F		1491.19
4954	TISSUE ANALYSIS TECHNICIAN I	CURRENT		73E	3072.82	3807.09
		01/01/2005		74D	3148.18	3900.64
		01/01/2006		75C	3225.82	3996.82
4955	TISSUE ANALYSIS TECHNICIAN II	CURRENT		75E	3241.64	4016.64
		01/01/2005		76D	3321.55	4116.55
		01/01/2006		77C	3403.55	4218.91
4953	TISSUE ANALYSIS TECHNICIAN TRAINEE	CURRENT		F		1984.08
		01/01/2005		F		2033.68
		01/01/2006		F		2084.52
4881	TISSUE TECHNICIAN	CURRENT		72G	3006.18	3724.09
		01/01/2005		73F	3080.27	3816.36
		01/01/2006		74E	3155.91	3910.18
4949	TOXICOLOGICAL TECHNOLOGIST	CURRENT	N2	66B	2668.64	3132.73
		01/01/2005	N2	67A	2735.00	3210.00
		01/01/2006	N2	67L	2801.36	3289.09

4948	TOXICOLOGY TECHNICIAN	CURRENT	60J	2185.64	2715.09
		01/01/2005	61H	2240.82	2781.45
		01/01/2006	62G	2297.91	2850.00
5613	UROLOGY TECHNICIAN I	CURRENT	60G	2174.73	2701.82
		01/01/2005	61F	2229.73	2768.18
		01/01/2006	62E	2286.27	2836.00
5614	UROLOGY TECHNICIAN II	CURRENT	62G	2297.91	2850.00
		01/01/2005	63F	2356.09	2920.00
		01/01/2006	64E	2415.00	2991.45

A. 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 62, Section 1 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 having a County-wide implication.

If a declaration of financial emergency is made, then any prospective scheduled salary increases for the fiscal year found in Article 62, Section 1 are cancelled and the parties shall re-open 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.

The provisions of Section 1(A) shall terminate on September 30, 2006.

B. OPTIONS/SALARY – COORDINATED BARGAINING

At SEIU Local 660's sole option, the Union may re-open the 2003-2006 Fringe Benefit MOU (Article 8, Options) and the Individual Unit Contracts (Salary Article) for the purpose of negotiating a shift of general movement salary dollars to increase the County's Options (Health Insurance) contribution in 2005 and/or 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 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 Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of the 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 Human Resources, 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 Evaluations which adversely impact 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. Flexible Hire Rate

A. Persons employed in one of the following classifications, who upon appointment have at least 24 but less than 36 months technical experience shall be compensated on a four-step salary range; persons so employed, who upon appointment, have at least 36 but less than 48 months technical experience shall be compensated on a three-step salary range; persons so employed who, upon appointment have 48 or more months technical experience shall be compensated on a two-step salary range; other persons employed shall be compensated on a five-step salary range:

4977 Phlebotomy Technician I

4978 Phlebotomy Technician II

5858 Certified Occupational Therapy Assistant

5111 Surgical Technician

5802 Nuclear Medicine Technologist I

5794 Diagnostic Ultrasound Technician

4954 Tissue Analysis Technician I

4955 Tissue Analysis Technician II

5585 Respiratory Care Practitioner I

5586 Respiratory Care Practitioner II

5567 Pulmonary Physiology Technician I

5801 Radiation Therapy Technologist

5833 Physical Therapist Assistant

5854 Occupational Therapist Assistant

5556 Cardiovascular Technician

5613 Urology Technician I

B. Persons employed in one of the following classifications, who upon appointment have at least 24 but less than 36 months of technical experience shall be compensated on a three-step salary range; persons so employed who, on appointment have at least 36 but less than 48 months of technical experience shall be compensated on a two-step salary range; persons so employed who, upon appointment have 48 or more months of such experience shall be compensated on a one-step salary range; other persons so employed shall be compensated on a four-step salary range:

5604 Clinical Perfusion Technician

5104 Licensed Vocational Nurse I

5090 Clinic Licensed Vocational Nurse I

5798 Radiologic Technologist

5107 Nursing Assistant, Sheriff

C. "Person employed in classifications of Psychiatric Technicians I & II, who upon appointment have at least 6 but less than 12 months of technical experience shall be compensated on a three-step salary range; persons so employed who upon appointment have at least 12 but less than 24 months of technical experience shall be compensated on a two-step salary range; persons so employed who upon appointment have 24 or more months of such experience shall be compensated on a one-step salary range; all other persons employed shall be compensated on a five-step salary range."

D. Persons employed on or before August 31, 1985, who meet the experience requirements as stated in Section 3, A, B, or C above, shall effective September 1, 1985, be placed on the salary range to which their experience as of said date entitled them. Step placement and advancement within such range shall be in accordance with the provisions of the County Code.

E. Technical experience is defined as that experience equivalent to the duties and responsibilities of those classes stated in Section 3, A, B & C, as determined by the Director of Health Services; provided, however, that in no event shall combination of experience in more than one of the above classifications be credited.

Section 4. Special Step Advance

Effective July 1, 1982, employees in this Unit holding positions compensated at Schedule 33A or below shall be advanced to the second step of the salary range upon completion of six months continuous service pursuant to Section 6.08.010 of the County Code.

Section 5. Psychiatric Mobile Response Team Coordinator Bonus

Whenever any person holding a permanent, full time position of Psychiatric Technician II (Item No. 8162) or Psychiatric Technician III (Item No. 8163) is regularly assigned administrative and coordination responsibilities for a psychiatric mobile response team, such person shall be entitled to compensation at a rate of 2.75% higher (one standard schedule of County Code Section 6.26.010) than that established for his/her position in Article 62, Subsection 1 of this agreement.

It is the intent of the parties that this Appendix is provided for Informational purposes only and shall not be subject to Arbitration.

APPENDIX

Your Rights Under The Family and Medical Leave Act of 1993

FMLA requires covered employees to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons For Taking Leave:

Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or the employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

- The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness-for-duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any group health plan.
- Upon return from FMLA, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts By Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA.
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violation.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family and medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division listed in most telephone directories under U.S. Government, Department of Labor.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D C 20210

WH Publication
June, 1993

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.

LOS ANGELES COUNTY EMPLOYEES ASSOCIATION, LOCAL 660, SEIU, AFL-CIO	COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES
By_____	By_____
General Manager LACEA, Local 660, SEIU, AFL-CIO	David E. Janssen Chief Administrative Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

LOS ANGELES COUNTY EMPLOYEES ASSOCIATION, LOCAL 660, SEIU, AFL-CIO

By_____

By_____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By_____

By_____

By_____

By_____

By_____

By_____

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY NONPROFESSIONAL
PARAMEDICAL-HEALTH EMPLOYEES
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 17th Day of February, 2004,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")
AND	Los Angeles County Employees Association, Local 660, Service Employees International Union, AFL-CIO, (hereinafter referred to as "LACEA" or "Union")

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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 by this Memorandum; 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 by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the 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, Joint Council was certified on April 28, 1971, by County's Employee Relations Commission (Employee Relations Commission File No. R-111-71) as the majority representative of County employees in the Supervisory Nonprofessional Paramedical-Health Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Effective January 15, 2000, the Employee Relations Commission recognized LACEA Local 660, SEIU, AFL-CIO, as the majority representative of County employees in this unit.

Management hereby recognizes Local 660 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 employee classifications comprising said Unit as listed in Article 51, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize LACEA, Local 660, SEIU as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and LACEA, LOCAL 660, SEIU has shown it has met the requirements of any such new rules.

ARTICLE 3 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 the Los Angeles County Code, required to implement the full provisions hereof; 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 4 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/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 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 LACEA, Local 660, SEIU principal authorized agent shall be the General Manager, or his/her duly authorized representative (Address: , 500 South Virgil Avenue, Los Angeles, California 90020; Telephone: (213) 368-8660).

ARTICLE 5 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 LACEA, Local 660, SEIU, 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 6 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 LACEA, Local 660, SEIU and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

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, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall this Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2006.

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of May 15 to May 31, 2006.

Negotiations shall begin no later than June 15, 2006. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2006, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiation and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Administrative Office/Employee Relations Division will meet and consult with SEIU Local 660 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Administrative Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU Local 660 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Administrative Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 660 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs

The Parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 660 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Purpose

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/her immediate supervisor.

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

Section 3. Responsibilities

1. LACEA, Local 660, SEIU, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:

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

   B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

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 Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

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

4. An employee may present his/her 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/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

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 LACEA, Local 660, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The LACEA, Local 660, SEIU representative has the exclusive right to represent employees 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. If the LACEA, Local 660, SEIU representative elects to attend any formal grievance meeting, he/she 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 witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 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/her 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 requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

A. Within ten (10) business days from his/her 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 the employee's Department Head. The Department Head has the authority to waive the

middle Management level if such a level is not appropriate because of the size of his/her department.

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

B. Within ten (10) 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.

Level 3. Department Head

A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, 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/her 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 and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

C. If the Department Head or his/her 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/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, LACEA, Local 660, SEIU 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/her 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.

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/her 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. Management shall notify the Union within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event LACEA, Local 660, SEIU desires to request that a grievance, which meets the requirement 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. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. 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. 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.

6. 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.

7. 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.

8. 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.

9. 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:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both 660 and Management must mutually agree to submit a qualifying grievance to grievance mediation.

3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 660 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.

4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 660, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between LACEA, Local 660, SEIU 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:

A. Where LACEA, Local 660, SEIU has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACEA, Local 660, SEIU 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 with copies to the Department Heads involved and to the Chief Administrative Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and 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 ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACEA, Local 660, SEIU, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Administrative Officer or his/her authorized representative.

C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to LACEA, Local 660, SEIU in writing, setting forth Management's decision and reasons therefore.

D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 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 this 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 p rocedures 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 procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, 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 an arbitrator. 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/her 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.

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/her 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. It is agreed that representatives of the Chief Administrative Office, Employee Relations Division, and Local 660, SEIU, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.

5. 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 1) 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.

6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 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 August 10 through August 31, 2006, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions 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

Effective January 2004, if at any time during the term of the Memorandum of Understanding, 30 percent 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 an 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 agency shop, 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, and 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 Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction 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 shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S.Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop 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, with 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 the 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 following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

F <u>List of New Employees/Separations</u>

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by the Memorandum of Understanding. Such list 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 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU Local 660 representatives shall participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU Local 660 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 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 because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; 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 18 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 Union 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 negotiations pursuant to the Employee Relations Ordinance and where the Union 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 such 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 Union 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 19 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 provision 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 20 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.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU Local 660 and in coordination with the Chief Administrative Office Employee Relations Division offer to meet and consult with the Union within ten (10 business 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.

ARTICLE 21 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 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et. seq.) who perform functions comparable to County positions subject to demotion or layoff, and

b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or

CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Administrative Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and department management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU Local 660, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Administrative Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

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's 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 pursuant to the conditions described below.

Section 2. Conditions

A. If an employee is assigned to an out-of-class assignment for more than twenty (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 thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

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*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

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

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

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 employee's 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 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 660 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 660 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 660, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her 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 regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the 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 shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability 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/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

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

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. 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 primary care giver (physician, nurse practitioner or nurse mid-wife), 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. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

LACEA, Local 660, SEIU requests for employee organizational leave shall be made in writing to the affected Department at least ten (10) business days in advance of the leave. LACEA, Local 660, SEIU may have not more than ten (10) employees in the Unit on leave of absence to accept employment with LACEA, Local 660, SEIU. These leaves are subject to the 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 LACEA, Local 660, SEIU 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. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

-- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Administrative Officer.

-- The Chief Administrative Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

-- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

-- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

-- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

-- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

-- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:

  -- EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

  -- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

-- An employee may take a <u>total</u> of one (1) year of EVTO with the following parameters:

- A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

-- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

-- FLSA Exempt employees must request EVTO in full work day increments.

-- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

-- EVTO is not available to employees on any other paid or unpaid leave.

-- Department Heads may continue to approve other unpaid leave of absences.

-- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

-- EVTO will be actively encouraged by Management and Local 660 in order to achieve savings.

Special Unpaid Voluntary Time-Off

(60-Day Program)

Benefits Protected	Benefits Not Protected
Vacation Accrual	Jury Leave
Sick Leave Accrual	Bereavement Leave
Savings and Horizons Plan*	Witness Leave
Flexible Benefit Contributions	Civil Service Examination Leave
Step Advance	Weekend Pay
Retirement Service Credit**	Holiday Pay
Military Leave	

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, Local 660 may request a computer tape listing of the names, employee numbers, item numbers, item title, item sub., department numbers and pay location of all employees in the Unit. Every reasonable effort shall be made to provide the computer tape listing in the format specified by Local 660. Such computer tape listing may be requested up to four (4) times a year, it being agreed that Local 660 shall pay to the County $100.00 for each computer tape listing. Should Local 660 request a computer tape listing for this Unit and simultaneously request a computer tape listing for other Units represented by Local 660 the combined cost for such computer tape listing shall be $1000.00. If there is an increase in the cost of producing the computer tape listing during the term of this Memorandum of Understanding, the parties agree to meet to discuss the increase before it is implemented.

Management will make available to each new employee entering the Unit a card furnished by LACEA, Local 660, SEIU written as follows:

> LACEA, Local 660, SEIU has been certified as your majority representative. LACEA, Local 660, SEIU is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.
>
> If you want information, or if you wish to join LACEA, Local 660, SEIU, call (213) 368-8660 or see your Union Representative where you work.
>
> SEIU Local 660500 S. Virgil Avenue, Los Angeles, CA 90020.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORS

Section 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issues by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level 3 of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 660 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

County agrees to seek State and Federal funds available to the County for retraining and/or placement services for permanent employees terminated from service as a result of organizational restructuring ordered by the Board of Supervisors. County agrees to consult with Local 660 regarding Management efforts to obtain State and Federal funds for displaced workers.

Section 2.

The County agrees to work with Local 660 to seek State and/or Federal fund available to address identified employee retraining needs for employees represented by Local 660 adversely impacted as a result of re-engineering ordered by the Board of Supervisors.

Section 3.

Further, the County agrees to establish a training fund in the amount of $1.5 million in each year of this contract in the Department of Human Resources' Training Budget that will be dedicated to training and/or retraining employees represented by Local 660. Any balance from fiscal year 2003 – 2004 will be forwarded to fiscal year 2004-2005. Any balance from fiscal year 2004-2005 will be forwarded to fiscal year 2005-2006. In no event shall the total dollar amount, including any balance from any fiscal year (2003-2004, 2004-2005 and 2005-2006) exceed $1.5 million.

Section 4.

The parties further agree to create a Joint Labor-Management Committee to jointly administer the above funds. The Committee shall be limited to a total of sixteen (16) members Countywide. Eight (8) members shall be selected by Management and eight (8) members shall be selected by Local 660.

Section 5.

The primary purpose of the Training Fund in Section 3 is to provide retraining for employees adversely affected as a result of organizational restructuring and/or re-engineering ordered by the Board of Supervisors. In addition, the parties agree that the Joint Labor-Management Committee may utilize all, or any portion of, the training funds to enhance training and career development for employees in bargaining units represented by Local 660 during the term of this agreement.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 660 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Local 660 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 660 Units shall be appointed by the General Manager, LACEA, Local 660, SEIU.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized LACEA, Local 660, SEIU representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. LACEA, Local 660, SEIU representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the department head's or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. LACEA, Local 660, SEIU agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

LACEA, Local 660, SEIU 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 LACEA, Local 660, SEIU. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to LACEA, Local 660, SEIU, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

A. LACEA, Local 660, SEIU, recreational, Social and related LACEA, Local 660, SEIU, news bulletins;

B. Scheduled LACEA, Local 660, SEIU, meetings;

C. Information concerning LACEA, Local 660, SEIU, elections or the results thereof;

D. Reports of official business of LACEA, Local 660, SEIU, including LACEA, Local 660, SEIU, 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.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Local 660 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 practice, equipment, and conditions, and to report any such unsafe practices, or conditions to their immediate supervisors.

Section 2.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or their representative may submit the matter 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) business days. If the employee or their representative is not satisfied with the response of the safety officer, the Union may consult with the Chief Administrative Office or their designee. A representative of such branch shall respond to the department head and the Union within ten (10) business days. If the Union is not satisfied with the response of the Chief Administrative Office, the issue may be taken within ten (10) business days to arbitration as set forth in Article 11. During such ten (10) days, consultation between the department head and the Union will take place.

Section 3.

It is understood and agreed that the Union reserves its rights under Article 13, Grievances General-In-Character, in cases where the Union does not consider the resolution of a given

safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 4.

Management and SEIU, Local 660 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infectious disease control, their causes and prevention. The Committee shall consiste of four (4) representatives appointed by the Union and four (4) representatives appointed by Management. The Committee shall meet bi-monthly.

Section 5.

The departmental safety officer or appropriate representative will update and maintain complete first aid kits in all non-clinical areas, and ensure that the kits are accessible to the employees.

Section 6.

Nothing herein precludes Management from combining Health and Safety Committees. Management and SEIU, Local 660 are committed to the use, purchase and maintenance of microelectronics technology and specifically, video display terminals (VDTS), in a manner which is safe and complies with all applicable laws, Occupational Safety and Health Administration (OSHA) regulations and guidelines and which complies with current National Institute for Occupational Safety and Health (NIOSH) recommendations and guidelines.

Section 7.

Management shall develop and implement written policies and procedures to deal with on-the-job assault. Such policies shall address the prevention of assault on the job and management of situations of assaults and the provision of the post-traumatic support and counseling for employees who have been assaulted.

Section 8. Training

Management will endeavor to provide training consistent with the objectives of the Hazardous Materials Division; and this training will include use of protective clothing, equipment and other safety devices that are used by employees engaged in evaluating hazardous substance exposures or incidents.

ARTICLE 38 DEPARTMENT OF HEALTH SERVICES RESTRUCTURING

Section 1. Labor-Management Restructuring Council

During the term of this Memorandum of Understanding, the parties agree to continue the Labor-Management Restructuring Council. The number of members on the Council shall remain at the level existing on September 1, 2000. The work of the Labor-Management Restructuring Council shall include reviewing all restructuring initiatives within the Department of Health Services and making recommendations to Department of Health Services Management.

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to Department of Health Services restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within the Department of Health Services.

Section 2. Staffing

A. The Department of Health Services and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes required by restructuring in the Department.

If the County determines that a hiring freeze in the Department of Health Services is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers in the Department of Health Services and Position Status Reports for Health Services Units.

B. Both Labor and Department of Health Services Management recognize that staffing and workload issues are integral to continuing departmental restructuring, meeting 1115 Waiver mandates, providing quality patient care and assuring compliance with regulatory requirements.

Both Labor and Department of Health Services Management agree that the Labor-Management Restructuring Council will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Department and provide recommendations for action. This joint process will be initiated by January 31, 2001.

C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services restructuring plans or similar plans/programs ordered by the Board of Supervisors.

E. Within 120 days of Board of Supervisors approval of this MOU, DHS agrees to initiate the process for requesting the creation of a new classification entitled Interpreter, Medical Terminology. DHS agrees to meet with the union for the duration of the process pursuant to Section 5.04.090(A) of the County Code.

Section 3. Training

A. The parties agree to establish a Labor-Management Committee composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer the funds allocated for the training program negotiated as part of the 1115 Waiver. This Committee will begin meeting by January 31, 2001.

B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in training funded by the 1115 Waiver training money for new positions created as a result of restructuring.

C. Throughout the term of this MOU, employees of the Department of Health Services who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. SEIU Local 660 and DHS will jointly monitor releases to ensure reasonable access to training.

Section 4. Reassignment/Involuntary Transfer within DHS

A. If the Department of Health Services determines that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series (for example, Staff Nurse to Clinic Nurse) that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU.

D. Whenever DHS has advance knowledge of specific facilities, or job classes that may be subject to reassignment, DHS Human Resources shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

E. The Department agrees, after all of the above has been completed, to give at least ten (10) business days' notice to any employee scheduled for reassignment.

Section 5. Patient Transport Teams (also known as Lift Teams or Escort Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Lift Teams in DHS facilities and will work together to overcome any economic barriers to implementation.

Upon written request of Local 660, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Lift Teams within DHS. The Work Group shall consist of a core of two Labor representatives, two Management representatives, and one representative from the Workforce Development Program. An additional two members each from Labor and Management will be added from each hospital where Lift Teams are being formed.

Section 6. Notification and Response to Disasters and Public Health Emergencies

The Department of Health Services is committed to maintaining a healthful working environment and continuing its compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and JCAHO.

A. Bioterrorism

1. The Department of Health Services has established a Decontamination Response Plan. The Department shall notify the union within 60 days of any proposed changes to the plan.

2. The Department of Health Services shall provide training on an ongoing basis to all employees involved in direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CAO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall make hand-held personal alarm devices available to employees working in psychiatric emergency departments in County facilities. The budget for the personal alarms shall not exceed five thousand dollars ($5,000). The budget will be used to purchase, maintain, and replace broken or damaged alarms through the term of this MOU.

3. In the event of an attack on an employee by a patient, Management shall assist with making arrangements for medical attention and counseling services.

4. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify Local 660 as soon as practicable. Upon request by the union, the Department shall meet with Local 660 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

ARTICLE 39 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 660 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding of Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 40 STEWARDS

Section 1. Legal Rights of Shop Steward

Management recognizes that Local 660 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2. Grievance Stewards

It is agreed and understood by the parties of this Memorandum of Understanding that the Union may designate Grievance Stewards to represent employees in the processing of grievances subject to the following rules and procedures:

a. The Union and Management shall negotiate as to a reasonable number of Grievance Stewards within each facility.

b. The Union shall furnish Management representatives with a written list identifying by name and assigned work areas all regular and alternate Grievance Stewards and the list shall be kept current by the Union at all times.

c. The Union will designate as a Grievance Steward only employees who have passed an initial probation period and have been designated as permanent.

d. Stewards will be permitted reasonable time off without loss of pay for investigation and processing of formal grievances and attending employee orientation meetings.

Section 2.

a. When requested by an employee, a Grievance Steward, with permission of his supervisor, may investigate any alleged grievance in his assigned work area and assist in its presentation.

b. After notifying and receiving approval of his immediate supervisor, a Grievance Steward may be allowed reasonable time off during working hours without loss of time or pay to process such grievances. Such notification shall include the nature of his business for which time off is requested and the estimated time of his absence. The immediate supervisor will authorize the Grievance Steward to leave his work to process such a grievance unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the Grievance Seward of the reasons for the denial and establish an alternate time when the Grievance Steward can reasonably be expected to be released from his work assignment. The Grievance Steward shall notify his supervisor upon his return to work.

c. When a Grievance Steward desires to contact an employee at his work location, the Grievance Steward shall first contact the immediate supervisor of that employee, advise him of the nature of his business, and obtain permission of the supervisor to

meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the Grievance Steward when he can reasonably expect to contact the employee.

d. A Grievance Steward's interview of discussions with an employee on County time will be handled expeditiously so as not to unduly interrupt work operations.

e. The time authorized for a Grievance Steward to handle an employee's grievance will be recorded by the Grievance Steward on forms made available by his department. The original of the form will be forwarded to the department's personnel office, and a copy retained by the Grievance Steward.

The SEIU Local 660 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 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 Government 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 the said Government Code.

ARTICLE 42 POSTING OF PROMOTIONAL BULLETINS

Management will post, in a timely manner, in places centrally located and reasonably accessible to employees in this bargaining unit, County promotional and career opportunities bulletins on a bulletin board or boards designated expressly for this purpose. An employee desiring to know of current promotional opportunities, job openings or recruitment openings under the County's Civil Service Rules, may call the Los Angeles County Job Hot Line at 1 (800) 970-5478 or visit the Los Angeles County Department of Human Resources home page at http://hr.co.la.ca.us/scripts/jblist.htm. Employees may view vacancy announcements by going to the Los Angeles County Intranet site at http://jaintra.co.la.ca.us/ and clicking on the Transfer Opportunities Link. DHS Management agrees to send a request to the Department of Human Resources asking them to update both the Job Hotline and websites on an ongoing basis.

If a vacancy occurs in any area where bargaining unit employees are working, Management of said area shall advise the employees who work in the area, through use of the communication book or other means, of the pending vacancy in order to give the area employees an opportunity to apply for the item through the usual civil service channels.

ARTICLE 43 VACATIONS

Management will approve vacations based on the needs of the service. Employees will submit their vacation requests during a period specified by management in each vacation scheduling unit. For vacation requests received during this period, management will make an intensive effort to approve vacations based on continuous service within classification within the unit. Following this period, employees may request vacation on a first-come, first-serve basis.

This article does not limit management's authority to schedule vacations based on the needs of the service, nor does this article change any existing vacation scheduling unit.

ARTICLE 44 WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the County Code.

Section 1. Work and Workweek

The workday shall be eight (8) consecutive hours, exclusive of lunch periods and the workweek shall be five (5) consecutive days, except as provided in Section 3 and 4.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 3), employees work schedules shall not be changed without notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without notice to employee at least ten (10) workdays prior to the date the change is to be effective.

Section 3.

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 emergencies. However such emergency assignments shall not extend beyond the period of such emergency.

Section 4.

Prior to implementing alternative work schedules, including but not limited to four (4) ten (10) hour work days per week, Management will consult with the union.

ARTICLE 45 TRANSFERS

Any employee covered herein may submit a written request for transfer and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer. The request will be retained for a period of 12 months. It is understood that the request is for an available vacant position in the same classification within the employee's department. Management will consider these requests for transfer when filling these vacancies. However, this Article in no way is intended to limit management's authority to make appointments.

ARTICLE 46 DISCIPLINARY MATERIALS

If an employee is disciplined, the employee will be provided with all documents upon which the discipline is based. Copies will be furnished to the Union upon request.

ARTICLE 47 HOSPITAL VISITING HOURS

County Management and the Union recognize the mutual benefit in exploring the establishment and enforcement of fixed visiting hours within Los Angeles County health care facilities.

Therefore, the parties agree to:

1. Establish a Union-Management Committee to be chaired by management.

2. Within 90 days of the implementation of this MOU, the committee shall commence meeting on a regular basis.

3. The committee shall develop recommendations, which include, but are not limited to, issues of enforcement, fixed hours and controlled access for minors. Such recommendations shall acknowledge the differing needs of facilities.

ARTICLE 48 CONTINUING EDUCATION

Section 1.

Management recognizes the advantage of continued education for employees in this unit and will give consideration to employee requests for participation in available work related educational programs, seminars, professional conferences, and professional meetings, on County time.

Section 2.

For employees in this Bargaining Unit who are required, now or in the future, to complete continuing education as a condition of licensure/certification/registration renewal, Management shall grant such employees County paid time off (i.e., “salary only” exclusive of overtime) in consideration of the needs of the service for required CEU credits; AND/OR at the discretion of Management, provide in-house educational programs which qualify for continuing education units. Employees of this Bargaining Unit shall have the discretion to complete their continuing education units through an in-house program or an outside source.

While Management recognizes the importance of continuing education for employees in this Bargaining Unit, all parties to this Memorandum agree that responsibility for meeting existing and future mandatory continuing education requirements/units is the obligation of the individual employee and not the Management of the Departments of Health Services, Sheriff, or Mental Health.

Section 3.

Management and Local 660 will consult pursuant to Los Angeles County Code Section 5.04.090 (A) when new or revised continuing education requirements are mandated/required for maintenance of licensure/registration/certification when such licensure/registration/certification is required for County employment. The purpose of said consultation is to determine how many hours of County paid time off should be made available to employees in order to meet mandatory continuing education requirements

Section 4.

Management will provide computer education when computer knowledge is essential to performing job duties, as determined by management's approval.

ARTICLE 49 OVERTIME

Section 1. Compensation

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

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.

The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

At the discretion of management, an employee may accrue compensatory time off, in lieu of pay, at a rate of one and one half (1 1/2) hours for each hour of overtime to a maximum of 54 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory time off.

On or after October 1, 2000, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2. Exempt Employees

If during the term of this Agreement, any bargaining unit employee is determined to be exempt, as defined by the Fair Labor Standards Act, the parties shall meet and discuss the overtime coverage and the overtime rate to be applied to said employees.

Section 3.

Effective with the implementation of this MOU, with prior approval of management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to one year not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 4.

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime which this provision; however, Management may consider special skills required to perform particular work.

ARTICLE 50 SPECIAL PAY PRACTICES

The parties agree jointly to recommend to the County's Board of Supervisors for adoption and implementation by amendment to applicable provisions of the Los Angeles County Code, that any employee employed in the Bargaining Unit, who is assigned to a regularly established evening or night shift as defined in Section 6.10.020 of the County Code shall receive a per hour bonus for each hour worked during such shift as indicated below:

During the term of this MOU, evening shift employees shall receive a premium of seventy cents ($.70) per hour; and night shift employees shall receive a premium of seventy-five cents ($.75) per hour.

Section 2. Standby Pay

Effective upon approval by the Board of Supervisors, any permanent full-time employee assigned regularly scheduled periods of standby service at off duty time, shall receive a one dollar and fifty cents ($1.50) per hour bonus not to exceed a maximum of four hundred fifty dollars ($450.00) per month total, subject to the authorization required by Section 6.10.120 of the County Code.

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.

Section 3. Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with the provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, 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 pay as a result of call back.

Section 4.

Supervising Radiology Technologist I (Item 5804) and Supervising Radiology Technologist II (Item 5810) who are certified by the State of California to perform mammograms on a regularly scheduled basis shall receive a fifty dollar ($50.00) bonus per month for each month such mammography duties are performed. This is a monthly bonus that shall not constitute a base rate.

ARTICLE 51 SALARIES

Section 1. Recommend Salary Adjustment

The parties, SEIU, Local 660 Bargaining Policy Committee and the County jointly agree, subject to the Board's Declaration of a Financial Crisis as defined in Section 1(A), to recommend to the County's Board of Supervisors that said Board adopt and implement the following general salary movement ten (10) salary levels effective 1/1/05, and ten (10) salary levels effective 1/1/06 applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5814	ASST CHIEF RADIOLOGIC TECHNOLOGIST	CURRENT		86K	4410.36	5479.27
		01/01/2005		87J	4520.73	5615.82
		01/01/2006		88H	4633.55	5756.27
4883	AUTOPSY TECHNICIAN SUPERVISOR	CURRENT		68L	2728.36	3378.82
		01/01/2005		69K	2794.73	3461.45
		01/01/2006		70J	2864.00	3547.09
4985	BLOOD GAS LABORATORY TECH SUPVR	CURRENT		64J	2439.00	3020.91
		01/01/2005		65H	2499.00	3095.18
		01/01/2006		66G	2560.64	3171.36
5548	CARDIAC ELECTRODIAGNOSTIC SUPVR	CURRENT		70F	2843.00	3521.18
		01/01/2005		71E	2913.00	3607.91
		01/01/2006		72D	2984.09	3696.55
5077	CENTRAL SERVICE SUPERVISOR I	CURRENT		59A	2084.00	2592.00
		01/01/2005		59L	2136.73	2655.64
		01/01/2006		60K	2191.09	2721.73
5078	CENTRAL SERVICE SUPERVISOR II	CURRENT		63A	2327.00	2885.00
		01/01/2005		63L	2385.18	2955.00
		01/01/2006		64K	2445.00	3028.27
4962	CYTOLOGY LABORATORY TECH SUPVR II	CURRENT		88E	4599.45	5713.73
		01/01/2005		89D	4714.18	5856.64
		01/01/2006		90C	4832.00	6002.82
5808	EDUCATION COORD,RADIOLOGIC TECH	CURRENT		84C	4106.36	5101.45
		01/01/2005		85B	4208.45	5229.00
		01/01/2006		86A	4313.00	5359.00

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5562	ELECTROENCEPHALOGRAPH TECH SUPVR	CURRENT		73D	3065.36	3797.82
		01/01/2005		74C	3140.45	3891.09
		01/01/2006		75B	3217.91	3986.91
5591	HEAD RESPIRATORY CARE PRACTITIONER	CURRENT		85B	4208.45	5229.00
		01/01/2005		86A	4313.00	5359.00
		01/01/2006		86L	4421.18	5492.64
5061	HOSPITAL UNIT COORDINATOR	CURRENT		62F	2292.09	2843.00
		01/01/2005		63E	2350.27	2913.00
		01/01/2006		64D	2409.00	2984.09
4983	LABORATORY SUPPORT SUPERVISOR I	CURRENT		62H	2303.73	2857.00
		01/01/2005		63G	2361.91	2927.00
		01/01/2006		64F	2421.00	2998.82
4991	LABORATORY SUPPORT SUPERVISOR II	CURRENT		64H	2433.00	3013.55
		01/01/2005		65G	2493.00	3087.73
		01/01/2006		66F	2554.36	3163.64
6035	PATIENT TRANSPORTATION SUPVR I	CURRENT		69L	2801.36	3469.73
		01/01/2005		70K	2871.00	3555.73
		01/01/2006		71J	2941.00	3642.82
6036	PATIENT TRANSPORTATION SUPVR II	CURRENT		73L	3117.55	3862.73
		01/01/2005		74K	3194.55	3957.91
		01/01/2006		75J	3273.27	4056.27
5566	PULMONARY PHYSIOLOGY TECH SUPVR I	CURRENT		79L	3660.27	4542.91
		01/01/2005		80K	3751.64	4656.27
		01/01/2006		81J	3844.18	4772.82
5571	PULMONARY PHYSIOLOGY TECH SUPVR II	CURRENT		84F	4136.91	5139.64
		01/01/2005		85E	4239.82	5268.00
		01/01/2006		86D	4345.45	5399.09
5071	SUPERVISING AMBULANCE DISPATCHER	CURRENT		73D	3065.36	3797.82
		01/01/2005		74C	3140.45	3891.09
		01/01/2006		75B	3217.91	3986.91
5557	SUPVG CARDIOVASCULAR TECHNICIAN	CURRENT		79A	3573.00	4432.00
		01/01/2005		79L	3660.27	4542.91
		01/01/2006		80K	3751.64	4656.27
4747	SUPERVISING DENTAL ASSISTANT	CURRENT		59G	2115.64	2630.18
		01/01/2005		60F	2169.27	2695.18
		01/01/2006		61E	2224.18	2761.55
5062	SUPVG HOSPITAL UNIT COORDINATOR	CURRENT		66F	2554.36	3163.64
		01/01/2005		67E	2617.45	3241.64
		01/01/2006		68D	2681.91	3321.55

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5812	SUPVG NUCLEAR MEDICINE TECHNOLOGIST	CURRENT		86C	4334.64	5385.73
		01/01/2005		87B	4443.09	5519.73
		01/01/2006		88A	4554.00	5657.00
5599	SUPERVISING ORTHOPEDIC TECHNICIAN	CURRENT		70H	2857.00	3538.45
		01/01/2005		71G	2927.00	3625.36
		01/01/2006		72F	2998.82	3714.91
5811	SUPVG RADIATION THERAPY TECHNOL	CURRENT		89F	4737.64	5885.73
		01/01/2005		90E	4856.00	6032.64
		01/01/2006		91D	4977.09	6183.09
5804	SUPVG RADIOLOGIC TECHNOLOGIST I	CURRENT		80C	3687.36	4576.73
		01/01/2005		81B	3779.27	4690.73
		01/01/2006		82A	3872.00	4808.00
5810	SUPVG RADIOLOGIC TECHNOLOGIST II	CURRENT		84C	4106.36	5101.45
		01/01/2005		85B	4208.45	5229.00
		01/01/2006		86A	4313.00	5359.00
5577	SUPVG RENAL DIALYSIS EQUIPMENT TECH	CURRENT		71L	2955.00	3660.27
		01/01/2005		72K	3028.27	3751.64
		01/01/2006		73J	3102.64	3844.18
5587	SUPVG RESPIRATORY CARE PRACTITIONER	CURRENT		82C	3891.09	4832.00
		01/01/2005		83B	3986.91	4952.36
		01/01/2006		84A	4086.00	5076.00
4956	TISSUE ANALYSIS TECHNICIAN SUPVR I	CURRENT		77J	3453.18	4281.64
		01/01/2005		78H	3538.45	4388.73
		01/01/2006		79G	3625.36	4498.55
4957	TISSUE ANALYSIS TECHNICIAN SUPVR II	CURRENT		80J	3742.45	4644.91
		01/01/2005		81H	3834.91	4761.09
		01/01/2006		82G	3929.27	4880.00

A. 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 51, Section 1 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 having a County-wide implication.

If a declaration of financial emergency is made, then any prospective scheduled salary increases for the fiscal year found in Article 52, Section 1 are cancelled and the parties shall re-open 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.

The provisions of Section 1(A) shall terminate on September 30, 2006.

B. OPTIONS/SALARY – COORDINATED BARGAINING

At SEIU Local 660's sole option, the Union may re-open the 2003-2006 Fringe Benefit MOU (Article 8, Options) and the Individual Unit Contracts (Salary Article) for the purpose of negotiating a shift of general movement salary dollars to increase the County's Options (Health Insurance) contribution in 2005 and/or 2006.

Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, 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 3. 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 Department of Human Resources 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 Human Resources, 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 Evaluations 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 4. Bonuses

A. Effective upon Board adoption, whenever any person employed as a Supervising Radiologic Technologist I or II is assigned by his/her Management to supervise on an on-going basis, Diagnostic Ultrasound Technicians, Management shall authorize a 22 levels monthly bonus for the period so assigned. Under no circumstances shall the out-of-class bonus be paid in addition to the above bonus.

It is the intent of the parties that this Appendix is provided for Informational purposes only and shall not be subject to Arbitration.

APPENDIX

Your Rights Under The Family and Medical Leave Act of 1993

FMLA requires covered employees to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons For Taking Leave:

Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or the employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

- The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness-for-duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any group health plan.
- Upon return from FMLA, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts By Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA.
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violation.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family and medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division listed in most telephone directories under U.S. Government, Department of Labor.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D C 20210

WH Publication
June, 1993

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.

LOS ANGELES COUNTY
EMPLOYEES ASSOCIATION
LOCAL 660, SEIU, AFL-CIO

By_____
General Manager
LACEA, Local 660, SEIU, AFL-CIO

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By_____
David E. Janssen
Chief Administrative Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

LOS ANGELES COUNTY
EMPLOYEES ASSOCIATION
LOCAL 660, SEIU, AFL-CIO

By_____

By_____

By_____

By_____

By_____

By_____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By_____

By_____

By_____

By_____

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
PLANT OPERATING ENGINEERS
EMPLOYEE REPRESENTATION UNIT

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

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County"),
AND	INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501, AFL-CIO (hereinafter referred to as "Union").

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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. General

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, International Union of Operating Engineer, Local 501, AFL-CIO, was certified on October 2, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-9-69) as the majority representative of County employees in the Plant Operating Engineers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Union 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 employee classifications comprising said Unit as listed in ARTICLE 6, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management shall recognize Local 501 as the exclusive representative of the employees in said Unit subject to appropriate action of the Board of Supervisors and, if necessary, the Employee Relations Commission.

ARTICLE 3 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 the 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.

Such implementation shall be effective as of date of adoption by County's 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 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in ARTICLE 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on January 1, 2004. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12 Midnight on September 30, 2006.

It is expressly understood that all ARTICLES in this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on September 30, 2006, except that ARTICLE 4, Term; ARTICLE 5, Recognition; ARTICLE 6, Salaries; and ARTICLE 17, Grievance Procedure shall continue in effect until such time as a successor Memorandum of Understanding is negotiated between the parties.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period April 15, 2006, through May 15, 2006, its written request to commence negotiations as well as its full and entire 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 6 SALARIES

Section 1

A. Salaries

The parties agree to recommend to County's Board of Supervisors for adoption and implementation through ordinance the following salaries applicable to employees in this Unit effective on the dates shown.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7180	ASSISTANT DAM OPERATOR	CURRENT		71D	2906.00	3599.18
		01/01/2005		72C	2976.73	3687.36
		01/01/2006		73B	3050.45	3779.27
7222	ASST WASTEWATER TREATMENT PLANT OPR	CURRENT		69J	2788.09	3453.18
		01/01/2005		70H	2857.00	3538.45
		01/01/2006		71G	2927.00	3625.36
7183	DAM OPERATOR	CURRENT		F		4022.79
		01/01/2005		F		4123.36
		01/01/2006		F		4226.44
7197	STATIONARY ENGINEER I	CURRENT		F		4556.08
		01/01/2005		F		4669.98
		01/01/2006		F		4786.73
7198	STATIONARY ENGINEER II	CURRENT		F		4925.47
		01/01/2005		F		5048.61
		01/01/2006		F		5174.83
7196	STATIONARY ENGINEER APP(1ST YEAR)	CURRENT		F		3078.44
		01/01/2005		F		3155.40
		01/01/2006		F		3234.29
7196	STATIONARY ENGINEER APP(2ND YEAR)	CURRENT		F		3570.98
		01/01/2005		F		3660.25
		01/01/2006		F		3751.76
7196	STATIONARY ENGINEER APP(3RD YEAR)	CURRENT		F		4063.55
		01/01/2005		F		4165.14
		01/01/2006		F		4269.27

7196 STATIONARY ENGINEER APP(4TH YEAR)	CURRENT	F	4556.08
	01/01/2005	F	4669.98
	01/01/2006	F	4786.73

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7200	STATIONARY ENGINEER CONTROLS SPEC	CURRENT		F		5233.33
		01/01/2005		F		5364.16
		01/01/2006		F		5498.26
7193	STATIONARY ENGINEER HELPER	CURRENT		68J	2715.09	3362.45
		01/01/2005		69H	2781.45	3444.91
		01/01/2006		70G	2850.00	3529.82
7194	SUPVG STATIONARY ENGINEER HELPER	CURRENT		73J	3102.64	3844.18
		01/01/2005		74H	3179.09	3938.82
		01/01/2006		75G	3257.45	4036.45
7224	WASTEWATER TREATMENT PLANT OPERATOR	CURRENT		F		4925.47
		01/01/2005		F		5048.61
		01/01/2006		F		5174.83

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 6, Section 1A 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 6, Section 1A 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.

The provisions of Section 1B shall terminate 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 head in writing to issue a performance evaluation. The department head shall issue a performance evaluation within five (5) days of the employee 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 Department of Human Resources fails to obtain issuance of such performance evaluation within ten (10) 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 thirty (30) days effective to his step advance anniversary date.

2. Where the department head issues a performance evaluation upon request of the Department of Human Resources and said performance evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his step advance anniversary date.

3. Grievance based on an improvement needed performance evaluation shall be filed within ten (10) days of issuance with the department head or his designated representative who shall respond to the grievance within ten (10) days.

Appeals from a department head decision shall be processed in accordance with Civil Service Commission 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 all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and mutually agreed to by the parties. Further, the parties agree that said salaries were negotiated in compliance with Government Code Section 53248 and determined independently of race, gender, age or national origin. To the extent that the County has any legal duty to determine the comparability of the value of work performed by an employee or group of employees covered by this agreement, the parties agree that the County has performed such duty. It is intended that disputes arising out of the interpretation of this ARTICLE shall be subject to the provisions of ARTICLE 23, Full Understanding, Modifications, Waiver.

ARTICLE 7 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 Standard 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.

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.

Section 2. Distribution of Overtime

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 3. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 4.

On or after August 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period October 1, 1993, through and including June 30, 1994, and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1. Call Back

A. Management agrees that whenever an employee, except one who resides in County furnished housing, is unexpectedly ordered by his department head to return to duty following the termination of his normal work shift and departure from his work location, he shall receive a minimum payment equivalent to four (4) hours of overtime pay.

B. If an employee is unexpectedly called in within two hours before the start of the regularly scheduled shift, it shall be considered an early shift start and not a call back. The employee shall be permitted, if work is available in the employee's classification, to work to the end of the regularly scheduled shift. The employee shall be given the option to work eight-hours rather than to end of shift, but must inform supervision of his decision upon reporting to work.

C. Notwithstanding any other provisions of this ARTICLE, whenever any person employed in a position classified in the Dam and Pumping Plant Group, who resides in District housing, is unexpectedly required by his department head to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a call back if the order to return is given the employee following the termination of his normal work shift and such return is for more than one (1) hour or is the second such return within an established period of standby duty not exceeding twenty-four (24) hours.

Compensation for such a call back shall be a minimum payment equivalent to four (4)

hours of premium overtime pay.

Section 2. Shift Differential

Effective July 1, 2001, all employees in the Unit assigned to a regularly established evening or night shift shall be paid at the rate of ninety cents (90¢) above the established rate for the classification.

Effective July 1, 2002, all employees in the Unit assigned to a regularly established evening or night shift shall be paid at the rate of one dollar ($1.00) above the established rate for the classification.

An evening shift is a shift at least five-eighths of which falls between the hours of 4 p.m. and 11 p.m. A night shift is a shift at least five-eighths of which falls between the hours of 9 p.m. and 8 a.m.

Section 3. Standby Pay

Effective July 1, 2001 all employees in the Unit who are assigned regularly scheduled periods of authorized standby service during off-duty hours shall be paid additional compensation at the rate of seventy-five cents (75¢) per hour for each hour of such standby service not to exceed two hundred dollars ($200.00) a month. Employees residing at their work site are excluded from this provision.

Section 4. Relief Engineer Bonus

Effective July 1, 2001, any Stationary Engineer assigned as relief engineer shall be paid at the rate of ninety cents (90¢) per hour above the established rate for the class for actual hours worked.

Effective July 1, 2002, any Stationary Engineer assigned as a relief engineer shall be paid at the rate of one dollar ($1.00) per hour above the established rate for the class for actual hours worked.

Section 5. Wastewater Treatment Plant Operator Relief Bonus

Effective July 1, 2001, a permanent full-time employee in the class of Wastewater Treatment Plant Operator (#7224) assigned as a relief Wastewater Treatment Plant Operator shall be paid at the rate of ninety cents (90¢) per hour above the established rate for the class for actual hours worked in relief.

Effective July 2, 2002, a permanent full-time employee in the class of Wastewater Treatment Plant Operator (#7224) assigned as a relief Wastewater Treatment Plant Operator shall be paid at the rate of one dollar ($1.00) per hour above the established rate for the class for actual hours worked in relief.

Section 6. Manpower Shortage Payment for Accumulated Holiday Leave

The parties agree that when the Chief Administrative Officer determines that a critical manpower shortage of Stationary Engineers exists in the Power Plant Division, Stationary Engineers assigned to said Division shall be compensated for accumulated holiday leave at

the straight time rate established for their class in ARTICLE 6 of this agreement.

Section 7. Compensation for Holidays Worked

Any shift employee in this Unit who is scheduled to work on defined holidays per the County Code and who, prior to January 1 of each year, elects to be paid for holidays worked in lieu of accruing deferred holiday leave, shall be paid eight (8) hours at straight time rates for each holiday worked. Holiday pay is for holiday work and shall not be considered or paid as overtime under the terms of this agreement.

It is further agreed and understood that employees must elect either to be paid for all holidays worked in that year or to accrue in lieu days off for all holidays worked and may not elect to mix paid holidays and in lieu days during the year.

During the term of this agreement employees who elect to accumulate their annual holidays shall be permitted to schedule a maximum of three (3) such days annually on dates of their choice which shall not be changed. Such days must be scheduled at least ten (10) working days in advance.

Section 8. Miscellaneous

No employee in this Unit shall be granted any individually negotiated benefit or privilege more favorable than any benefit or privilege granted in this Memorandum of Understanding to all employees in the Unit.

Section 9. 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 Chief Administrative Officer 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 10. Relief Dam Operator Compensation

A. Effective July 1, 2001, whenever any employee of the Public Works Department is assigned by the Department Head as a relief operator at a County Flood Control dam and, as part of such assignment, is required to remain on immediate call at a dam site beyond his/her regular workday, he/she shall receive, in lieu of overtime or compensation provided in the County Code, a $45.00 payment for each 24-hour period that he/she is on duty and/or engaged to wait at such remote County property. Such payment shall not be made unless such employee remains on immediate call for the entire 24-hour period for work at a site which is not the employee's regular assignment. In case such employee is relieved due to personal emergency, the

employee will receive the $45.00 payment if he/she has completed more than half of the 24-hour assignment.

B. The parties mutually agree that during the term of this Memorandum of Understanding, persons employed in the County Department of Public Works who are assigned as Relief Dam Operators and are required to remain on a dam site for periods of 24-hours or longer shall, in addition to the compensation provided in Section 9-A, receive additional compensation as determined by the following:

1. 8 hours of each 24-hour period shall be regular work time.

2. 8 hours of each 24-hour period shall be designated as sleep time and, therefore, not constitute time worked unless the sleep period is interrupted by work requirement. If interrupted for work, the amount of time of the interruptions shall constitute additional work time. Should a Relief Dam Operator fail to get at least 5 hours of sleep time during the designated sleep period, then all hours of the period shall be counted as work. The 5 hours of sleep are accumulative, not consecutive.

   Any sleep time counted as work time shall be compensated for in the manner required by the Fair Labor Standards Act.

3. 2 hours of each 24-hour period shall be for three designated meal periods consisting of

one 1-hour meal period and two ½-hour meal periods, and shall not constitute time worked unless a meal period is interrupted by work requirements. Any meal period interrupted by work assignments shall be counted as work time. Any meal period counted as work time shall be compensated for in the manner required by the Fair Labor Standards Act.

4. The remaining 6 hours of the 24-hour period shall be additional work time and shall be compensated for in the manner required by the Fair Labor Standards Act.

Section 11. Cogeneration - Hydroelectric Operation/Maintenance Bonus

The parties agree jointly to recommend to the County's Board of Supervisors that effective July 1, 2001, all employees in the Unit who are assigned cogeneration or hydroelectric operating/maintenance duties shall be paid additional compensation at the rate of one dollar and fifty cents ($1.50) per hour for each hour of such duties.

ARTICLE 9 EMPLOYEE BENEFITS

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 this Unit.

ARTICLE 10 JURY DUTY

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the department head or his designate will convert the employee's usual shift to a regular five-day, Monday through Friday, day shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his regular pay provided he deposits his fees for service, other than mileage, with the County Treasurer.

ARTICLE 11 UNIFORMS

Five (5) uniforms, as prescribed by Management, will be provided to each permanent, full-time employee where such uniforms are required by Management.

ARTICLE 12 BULLETIN BOARDS

Management will furnish and maintain Union bulletin board space agreeable to the parties at locations where employees covered by this Understanding are employed. The boards shall be used only for the following subjects:

A. Union recreational, social and related news bulletins;

B. Scheduled Union meetings;

C. Information concerning Union elections or the results thereof;

D. Reports of official business of Union including reports of committees or the Board of Directors; and

E. Any other written material which first has been approved by the department or district head.

Prior to posting, material described in Paragraph E above shall be initialed by an authorized representative of both Union and the applicable department or district head. Bulletins requiring approval shall be acted upon within one (1) normal working day.

In cases where Union represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by

Union at that work location.

ARTICLE 13 SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Local 501 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 practices, equipment, and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his Steward to the local facility Safety Officer or the Departmental Safety Officer, if there is no local Safety Officer.

On any matter of safety that is not resolved by the Safety Officer within a reasonable period of time, the Steward may confer with the Safety Officer who will respond in writing.

If the Steward is not satisfied with the response of the Safety Officer, a Local 501 Business Representative may consult with the Chief of the Workers' Compensation & Occupational Health Branch of the Department of Personnel or his designate. A representative of such

Branch shall investigate the matter and advise the department head and Local 501 of his findings and recommendations, if any.

Section 2. Protective Clothing

Management and the Union agree that protective clothing and devices currently available shall remain available.

Section 3.

Management and Local 501 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.

Section 4.

Management shall provide for adequate staffing so that employees in this unit are not required, on a regular basis, to be scheduled more than one (1) shift in a 24 hour period.

Exceptions to this provision shall be made where necessary because of rotation of shifts or assignments of Relief Maintenance Engineers. Vacation times shall be scheduled in accordance with ARTICLE 14, Section K to avoid safety and health impact. Management shall fill behind any unscheduled absences due to illness or injury which can be expected to exceed 30 calendar days with temporary qualified employees as soon as possible.

ARTICLE 14 WORK SCHEDULES AND RULES

A. Work schedules are defined as an employee's assigned hours of the day, days per week and/or his shift rotation schedule.

B. The workweek shall consist of five (5) consecutive workdays and two (2) days of rest exclusive of holidays, except for employees working a rotating shift schedule which shall average five (5) workdays and at least two (2) consecutive rest days per week exclusive of holiday.

C. Eight (8) consecutive hours exclusive of standby time and an unpaid meal period of at least 30 minutes for non-post positions shall constitute a day's work.

D. Notification to affected employees of changes in work schedules shall be made at least five working days in advance except for emergencies and/or to meet unusual operational requirements. Where changes in work schedule are made without the requisite five working days' notice, excluding changes to meet emergencies and/or unusual operational requirements, employees will be compensated at the overtime rate defined in ARTICLE 7, Overtime, of this Memorandum of Understanding for all time worked on the new schedule during the five-working-day notice period. Relief assignments and apprentices are not included in this Understanding. Work schedule changes shall not be made for disciplinary purposes. Emergency as used herein is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect life, safety and health.

E. Work schedules showing work shifts for the period January 15 of one year through January 14 of the following year, shall be posted on Bulletin Boards prior to the preceding December 1 and shall remain posted throughout the life of the schedule.

F. Eight (8) consecutive hours of work shall constitute the workday for post position employees. Whenever possible, the meal period shall be scheduled at the middle of the shift. Post position employees will be permitted time to eat on shift when conditions permit.

G. When work can be interrupted, there may be a rest period which shall be taken at a time and place and in a manner determined by the employee's immediate supervisor. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours' work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure. Nor may it be regarded as accumulative if not taken. This section shall not apply to post positions.

H. If an employee is temporarily assigned to work at a location other than in his regularly assigned section or geographical area, and the distance from his home to the new work location is greater than his regular driving distance, he shall report to his regular assignment at the assigned starting time. Relief assignments and apprentices are not included in this Understanding.

If an early shift is required to provide relief on Flood Control District dams, such employee shall be allowed to work to the end of this normal shift and shall be compensated in accordance with ARTICLE 7, Overtime.

I. The parties agree that Chief Stationary Engineers and Assistant Chief Stationary Engineers in the Plant Operating Engineers' Group shall not be assigned the duties of a post position employee, except as follows:

1. Where Management is able to demonstrate a good faith effort to assign such duties to an available post position employee as referenced in Paragraph I above.

2. Where Management and the Union specifically agree otherwise.

J. It is agreed that relief assignments in the Power Plant Division will be made on an individual Area or Support Section basis.

K. It is agreed that vacation schedules will be established on the basis of a 10-man vacation selection list exclusive of supervisors for each area. The names on this list will be rotated annually (e.g., #1 on the Vacation Selection List during the current year will be on the bottom of the list the following year; #2 will move up to #1, etc.). New employees will be added to the bottom of the list as they become eligible for vacation. Employees may exchange their place on the list during the current year, but this

exchange will not affect their position on the list the following year. Employees may take a split vacation but choice for scheduling such a vacation from the Vacation Selection List will apply to the first part of the vacation only. Split vacations will be considered two (2) periods of time off. The first choice will be selected as indicated above. After all first choice selections are made, the second choice, if any, will be made in the same numerical order.

L. The standard work schedule in the Internal Services Department Power Plant Section shall be a rotating shift schedule.

Subject to approval by Management, Plant Operating Engineer crews may request to work a straight shift schedule subject to the following:

1. No additional manpower or overtime hours are required to implement and maintain the straight shift schedule.

2. No changes in vacation schedules are required except with the consent of all parties involved including Management.

3. All members of a crew must be agreeable to the change and must have resolved all shift assignments. For purposes of this Section, a crew is defined as all the employees assigned to operate a power plant or a section of power plant.

4. Unless the request for straight shift assignment is approved, Management shall

consult with the employee representative on the impact of the request.

5. Approved requests for straight shift assignments shall be implemented at a mutually agreeable date and time. Approvals shall be valid for one year and shall not be withheld upon request for renewal except as provided for in this Section.

6. The parties agree that if shift coverage and schedules cannot be maintained on a voluntary basis, Management shall consult with the employee representative prior to taking any action, time permitting.

7. Management shall consult with the employee representative prior to implementing changes in schedules caused by operational changes.

8. Stationary Engineers who routinely work on unsupervised straight shifts, in a facility where an unsupervised shift is the norm, may be required to work, for purposes of training and evaluation, at least five but not more than ten days in each twelve month period on a normally supervised shift and that any other qualified Stationary Engineer employed in that same facility may be assigned to the unsupervised shift for the duration of such training and evaluation.

M. In the scheduling of shifts and work weeks for Employees covered by this MOU, Management agrees to abide by all the laws and protections accorded under the Fair

Labor Standards Act, 29 U.S.C. 201, et seq.

ARTICLE 15 TRANSFER

A. Employees in Stationary Engineer, Stationary Engineer Helper or Wastewater Treatment Plant Operator classifications who desire to be laterally transferred to another department utilizing those same classifications must submit a written request for transfer to the Personnel Office of the department to which transfer is desired.

County departments affected by this Memorandum of Understanding will, prior to recruiting new employees to fill vacancies for classes within this Unit, review requests on file. Priority of selection from requests on file will be determined by (1) date of request, (2) seniority in class, and (3) County continuous service seniority. Where the release of an employee pursuant to a transfer request made under this ARTICLE would create an untenable operational hardship, Management shall have the right to delay release until a suitable replacement can be obtained and/or trained, if necessary. "Qualified employee" means an employee employed in the same classification as is vacant, who has at least a competent performance evaluation on file ninety (90) days prior to the transfer and has requested such a lateral transfer.

B. Employees in this Unit who desire to be transferred to a specific shift, job assignment or work location within their employing department shall make such requests known in accordance with the employing department's transfer policy.

C. Employees who desire to transfer into the Sheriff's department may submit a transfer request to that department's Director of Personnel who shall consider the employee's request. Transfer/appointment into the Sheriff's department is subject to the satisfactory completion of that department's background investigation.

The foregoing language shall not supersede and/or replace the provisions of ARTICLE 22, Special Provisions, Section E, Examinations, of the Memorandum of Understanding.

ARTICLE 16 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 funded position in a 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 pursuant to the conditions described below.

Section 2. Conditions

A. 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 the request for relief, no bonus under this ARTICLE is to be paid; or

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. The bonus is paid from the date of request for relief, he/she performs the out-of-class assignment, and terminates when the Conditions of this ARTICLE are no longer met.

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

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

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.

ARTICLE 17 GRIEVANCE PROCEDURE

Section 1. Purpose

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 who may submit or be involved in a grievance.

Section 2. Definition

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

B. "Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.

C. Grievance forms shall mean those forms now in use by various departments except that such forms may be amended by mutual agreement of the parties.

Section 3. Responsibilities

A. The Union agrees to encourage an employee to discuss his complaint with his immediate supervisor.

B. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

C. Department management has the responsibility to:

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

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

D. An employee who files a formal written grievance shall state as clearly as possible the action(s) being grieved, the ARTICLE(s) violated and the remedy requested.

Section 4. Waivers and Time Limits

A. 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.

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

C. 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.

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

Section 5. Employee Rights and Restrictions

A. 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.

B. 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.

C. An employee may represent his grievance to Management on County time. In scheduling 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.

Section 6. The Parties' Rights and Restrictions

A. Only a person selected by the employee and made known to Management 24 hours prior to a scheduled formal grievance meeting shall have the right to represent or

advocate as an employee's representative.

B. 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.

C. The Union 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.

D. If the certified employee representative elects to attend any formal grievance meeting, he must inform department management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7. Procedure

A. Informal Complaint

1. Within seven (7) business days from the occurrence of the matter on which complaint is based, or within seven (7) business days from his knowledge of such occurrence, an employee should discuss his complaint in a meeting with his immediate supervisor. If the employee elects to have a representative attend such meeting, the supervisor may elect to have another Management representative present.

2. Within five (5) business days from the date of such discussion, the immediate

supervisor shall verbally reply to the employee's complaint.

B. Grievance

Step 1. Supervisor

1. Within five (5) business days from receipt or failure to receive the supervisor's decision, an employee, not satisfied, may 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.

2. 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. Management Representative

1. Within five (5) business days from his request of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the designated Management representative. The Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.

2. Within five (5) business days from receipt of the grievance, the Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

1. Within five (5) business days from his receipt of the decision at level two, the employee may appeal to the department head using the original copy of the grievance.

2. 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 to the employee.

3. If the department head or is designated representative fails to give a decision at the third level 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.

4. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final except for those matters which may be submitted

for hearing under provisions adopted by the Los Angeles County Civil Service Commission.

Section 8. Arbitration

A. 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 hereinafter.

B. 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:

1. The interpretation, application, merits or legality of any state or local law or ordinance 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;

2. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Commission Rules, nor matters under the jurisdiction of said 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, suspensions, transfers, classification

actions, performance evaluations and similar matters within the jurisdiction of said Civil Service Commission; nor

3. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, 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. Grievance on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

C. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, he 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 request shall:

1. Set forth the specific grievances as originally filed and processed through the grievance procedure;

2. State with particularity those portions of the grievance which have not been satisfactorily resolved by said department head in his written decision resulting from Step 3 of the grievance procedure and concerning which arbitration is requested; and

3. 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.

D. Arbitration of grievances hereunder will be limited to the formal written 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.

E. 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 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.

F. 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:

Payroll Deductions and Dues

Recognition

Implementation

Term

Renegotiation

Special Provisions

Authorized Agents

Provisions of Law

ARTICLE 18 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 17, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission 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/her 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/her 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.

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 the party on its behalf, including but not limited to witness fees.

b. The parties agree that: 1) no stenographic record of the hearing will be made; 2) there will be no representation by outside counsel; and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her 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 of 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

Leaves 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 Local 501 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the right 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.

A. Where Local 501 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 501 may request in writing that a meeting be held with the authorized representatives of the County who have the authority to make effective recommendations for the resolution of the matter. Such a written 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 fifteen (15) business days of receipt of the request for such a meeting, Management's designate(s) and Local 501's representative(s) will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 501 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 County

department or district head(s) or his authorized representative(s) including the Chief Administrative Officer or his authorized representative who has authority to resolve the matter.

C. Within ten (10) business days after the meeting provided 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 the provisions of Section 8 of ARTICLE 17 of this Memorandum of Understanding.

It is further understood that this ARTICLE is not intended as a substitute or alternative for the grievance procedures 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 this 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 procedures set forth in ARTICLE 17 hereof.

ARTICLE 20 STEWARDS

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a maximum of twenty-five (25) Union Stewards. In instances where the absence of an employee for purposes described in this ARTICLE would create a hardship upon the County, the Union Business Representative shall be privileged to act on his behalf.

Additional Stewards may be approved by mutual agreement between the department or district head and the Union. The Union shall give each department head having employees in the Unit a written list of the names of employees selected as Stewards, which list shall be kept current by the Union. An alternate Steward may be appointed to function in the absence of the regular Steward.

The Union agrees that whenever investigation or the processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about prompt disposition of the matter will be utilized. Stewards desiring to leave their work locations 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 promptly unless such absence would cause an undue interruption of work. In this event, his release from work shall be made as soon as practical.

Prior to entering another work location, the Steward shall inform the supervisor in said work location of his presence. Permission to leave the job will be granted promptly to the employee

involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be informed when the employee will be made available.

The Steward shall perform the aforementioned duties without loss of pay.

ARTICLE 21 PAYROLL DEDUCTIONS AND DUES

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 the County a written authorization requesting that such deduction 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. Agency Shop

(a) Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this 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, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

(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 Fees, 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 sums shall be paid through payroll deduction 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 agreement may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 shall prevail. There shall be only one election during the term of this agreement.

(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 uses of Agency Fees in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. CT. 1066 (1986). Such notice and procedures shall

be provided to non-member agency fee payers for each year that 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, with 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 the 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 (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 contribution shall be the first pay period following thirty (30) working days of employment or the pay period this ARTICLE becomes implemented for current employees, whichever is later.

(f) List of New Employees/Separations

Each department with employees in this Unit will furnish the Union with a list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the bargaining unit and are subject to this agreement. Such list shall include new hires, returnees from unpaid leaves, and employees promoted, demoted or transferred into the bargaining unit. The list shall also contain information which includes the names and effective dates of employees leaving this bargaining unit.

Section 3. 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 22 WORK ACCESS

A Business Representative of the Union shall have access to the County's facilities during working hours only for the purpose of investigating matters arising out of the application of this Understanding. He shall request authorization for the visit by contacting the department head or his designated representative two (2) hours prior to the visit. A shorter notification period may prove acceptable by mutual agreement between the parties.

The Union shall give to all department or district heads with employees in this Unit 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 Union. Access to work locations will only be granted to representatives on the current list.

ARTICLE 23 SPECIAL PROVISIONS

A. (1) The County agrees to maintain a minimum 147 position work force comprised of not less than the following:

(a) 19 Stationary Engineer Helpers; 13 in Health Services, 5 in Internal Services, 1 in the Sheriff's Department.

(b) 1 Stationary Engineer I in the Department of Public Works.

(c) 122 Stationary Engineer II; 58 in Health Services, 40 in Internal Services, 24 in the Sheriff's Department.

(d) 5 Stationary Engineer Control Specialist; 4 in Internal Services and 1 in Health Services.

This work force is to operate and perform normal maintenance at the facilities listed in paragraph C below. Not more than 3 of the Stationary Engineer II positions may be filled at the Stationary Engineer I level.

(2) The Department of Public Works will maintain the following number of funded positions for the duration of this Memorandum of Understanding:

Item 7180 - Assistant Dam Operator - 11 positions

Item 7183 - Dam Operator - 10 positions

B. The parties agree that should the County open, close, modify or convert any power plant facility or Flood Control Dam during the term of this agreement, they shall negotiate on appropriate staffing to modify Paragraph A above. If agreement on staffing is not reached within a reasonable period of time, Management will establish the staffing pattern it considers appropriate, subject to the grievance procedure, ARTICLE 17, of this agreement.

C. Facilities in place and operating on the effective date of this agreement:

1. Health Services -

Harbor General Hospital Plant

LAC/USC Medical Center - all buildings comprising 5 zones and LAC/USC Medical Center Plant

Martin Luther King, Jr./Drew General Hospital Plant

Rancho Los Amigos Hospital Steam and refrigeration Plant

2. Internal Services -

Central Heating and Refrigeration Plant

Dorothy Kirby Center Plant

Los Padrinos Juvenile Hall Plant

Olive View Hospital Plant

Peter Pitchess Power Plant

Public Social Services Plant

San Fernando Juvenile Hall Plant

3. Sheriff's Department -

Lynwood Regional Justice Center

Biscailuz Center Plant

Men's Detention Center Plant

Sybil Brand Institute Plant

Mira Loma Facility Plant

North County Correctional Facility

D. It is agreed that the filling of positions in paragraph A above is subject to the ability of the County to recruit competent employees. To this end, the Union agrees to assist the County by referring competent prospective employees.

E. Examinations

The parties agree that vacancies occurring in classes in the Plant Operating Group represented by a Certified Bargaining Unit shall be filled by examination in accordance with applicable Civil Service Rules and that said examination shall be on either an Open Competitive or an Interdepartmental basis.

F. Promotions

The parties agree that any Stationary Engineer I employed by the Internal Services Department pursuant to paragraph A above must qualify for promotion to the class of Stationary Engineer II within six months after meeting any minimum experience requirements.

G. Apprenticeship & Training

The parties agree jointly to recommend to County's Board of Supervisors that the County through the Department of Human Resources contract for apprentice and journeyman training with the Southern California Operating and Maintenance Engineer, Local 501 Apprenticeship Training Trust Fund commencing July 1, 1984. Effective July 1, 2001, the contract amount shall not exceed $135.00 per journeyman Stationary Engineer II employee per year, based on the Stationary Engineer II Position count in Section A. of the ARTICLE as of July 1. Effective July 1, 2002, the contract amount for apprentice and journeyman training shall not exceed $166.40 per journeyman Stationary Engineer II employee per year in accordance with the aforementioned conditions. In consideration, the County shall be made available 50 apprentice training slots and as many journeyman training slots as are available, on a first come first serve basis.

The parties further agree that the County is to be the sole determinant as to the number of apprentices employed by the County.

ARTICLE 24 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. 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.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agreed that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

D. 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.

E. It is expressly understood that all ARTICLES in this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2003 except that ARTICLE 4, Term; ARTICLE 5, Recognition; ARTICLE 6, Salaries; and ARTICLE 17, Grievance Procedure shall continue in effect until such time as a successor Memorandum of Understanding is negotiated between the parties.

ARTICLE 25 NO STRIKE

The parties to this Memorandum of Understanding recognize their mutual responsibility to provide uninterrupted public services; therefore, the County shall not lock out employees and the Union shall not cause or sanction strikes or picketing. Should picketing be occasioned by persons or organizations other than the Union party to this Memorandum, employees may not refuse to cross such picket line unless Operating Engineers Local 501 specifically sanctioned, endorsed and approved such action. If Operating Engineers Local 501 sanctions, endorses or approves such action, the County is free to pursue its legal remedies.

ARTICLE 26 MANAGEMENT RIGHTS

It is understood and agreed that Management reserves and retains all its inherent managerial rights, powers, functions and authorities, as defined in Section 5 of the Employee Relations Ordinance of the County of Los Angeles, which Management had prior to entering in this Memorandum, unless and only to the extent that the provisions of this Memorandum specifically curtail or limit such rights, powers, and authority, subject to the right of an employee to grieve the practical consequences of a Management Rights' decision on wages, hours and other terms and conditions of employment.

ARTICLE 27 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 Union 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 the 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 28 AUTHORIZED AGENTS

For purposes 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 specified function or obligation set forth herein.

B. The Union's principal authorized agent shall be the Business Manager of Local 501 or his duly authorized representative (Address: 2405 West Third Street, Los Angeles, California 90057; Telephone: 385-1561).

ARTICLE 29 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 and 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 provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or County laws, rules and regulations or is otherwise held to be unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 30 EMPLOYEE RIGHTS/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 request for proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Administrative Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business 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 have not already been negotiated.

ARTICLE 31 EMPLOYEE LISTS

Management will provide the Union with a list of all employees in the unit within thirty (30) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than four (4) month intervals when requested by the Union at a reasonable cost determined by the Office of the Auditor-Controller.

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.

OPERATING ENGINEERS, LOCAL 501
AUTHORIZED REPRESENTATIVES

By_____
Business Manager,
Operating Engineers, Local 501

By_____
President,
Operating Engineers, Local 501

By_____
Business Agent,
Operating Engineers, Local 501

By_____

By_____

By_____

By_____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By_____
David E. Janssen
Chief Administrative Officer

By_____
Internal Services Department

By_____
Public Works

By_____
Sheriff, County of Los Angeles

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
BUILDING TRADES AND SKILLED CRAFTSMEN
EMPLOYEE REPRESENTATION UNIT

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

BY AND BETWEEN Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County") and the Los Angeles County Flood Control District (hereinafter referred to as "District"),

AND LOS ANGELES COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL (hereinafter referred to as "Council" or "Union").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Council was certified on February 24, 1970, by the County's Employee Relations Commission (Employee Relations Commission File No. R-11-69 and R-43-69) as the majority representative of County employees in the Building Trades and Skilled Craftsmen Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Council 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 employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

ARTICLE 2 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 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 3 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 either in whole or in part 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 the County's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions of Article 7; and

C. Acts to appropriate the necessary funds required to implement the full provision 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.

Such implementation shall be effective September 1, 2000 or within 30 days following the Board of Supervisors' action whichever is later. 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 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness defined in Article 3, Implementation, are fully met and shall expire at midnight, September 30, 2006, unless the parties have reached agreement on a successor Memorandum of Understanding by that date.

ARTICLE 5 RENEGOTIATION

Section 1.

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from June 15, 2006 to June 30, 2006, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding. Negotiations shall begin thereafter within but no later than 30 days from date of receipt of aforementioned notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2006, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

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.

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustment

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 date indicated.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6160	BRICKLAYER	CURRENT		F		4412.29
		01/01/2005		F		4522.60
		01/01/2006		F		4635.67
6204	BRIDGE MAINTENANCE WORKER	CURRENT		F		4091.70
		01/01/2005		F		4193.99
		01/01/2006		F		4298.84
6611	BLDG & EQUIPMENT MAINT WORKER,AVRC	CURRENT		72G	3006.18	3724.09
		01/01/2005		73F	3080.27	3816.36
		01/01/2006		74E	3155.91	3910.18
6257	CARPENTER	CURRENT		F		4079.07
		01/01/2005		F		4181.05
		01/01/2006		F		4285.58
6254	CARPENTER APPRENTICE	CURRENT	N30A	F	1631.63	3671.16
		01/01/2005	N30A	F		3762.94
		01/01/2006	N30A	F		3857.01
6281	CARPET & LINOLEUM LAYER	CURRENT		F		4229.11
		01/01/2005		F		4334.84
		01/01/2006		F		4443.21
6280	CARPET & LINOLEUM LAYER APPRENTICE	CURRENT	N30A	F		3806.20
		01/01/2005	N30A	F		3901.36
		01/01/2006	N30A	F		3998.89
6329	CEMENT & CONCRETE FINISHER	CURRENT		F		4158.03
		01/01/2005		F		4261.98
		01/01/2006		F		4368.53
6326	CEMENT & CONCRETE WORKER	CURRENT		F		3492.73
		01/01/2005		F		3580.05
		01/01/2006		F		3669.55
6522	COMMUNICATIONS SYSTEMS TECHNICIAN	CURRENT		F		4481.56

		01/01/2005		F		4593.60
		01/01/2006		F		4708.44
7816	COMMUNICATIONS TOWER & LINE HELPER	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7818	COMMUNICATIONS TOWER & LINE WORKER	CURRENT		F		4655.52
		01/01/2005		F		4771.91
		01/01/2006		F		4891.21
6334	CONCRETE & STONE WORKER	CURRENT		F		3856.57
		01/01/2005		F		3952.98
		01/01/2006		F		4051.80
7314	DIAMOND DRILLER & GROUTER	CURRENT		F		4674.45
		01/01/2005		F		4791.31
		01/01/2006		F		4911.09
6527	DIGITAL SYSTEMS TECHNICIAN	CURRENT		F		4979.51
		01/01/2005		F		5104.00
		01/01/2006		F		5231.60
7322	DRILLER	CURRENT		F		4674.45
		01/01/2005		F		4791.31
		01/01/2006		F		4911.09
6471	ELECTRICIAN	CURRENT		F		5029.81
		01/01/2005		F		5155.56
		01/01/2006		F		5284.45
6468	ELECTRICIAN APPRENTICE	CURRENT	N30A	F	2011.92	4526.83
		01/01/2005	N30A	F		4640.00
		01/01/2006	N30A	F		4756.00
6492	ELECTRO-MECHANIC	CURRENT		F		5029.81
		01/01/2005		F		5155.56
		01/01/2006		F		5284.45
6535	ELECTRONICS AUDIO TECHNICIAN	CURRENT		F		4730.53
		01/01/2005		F		4848.79
		01/01/2006		F		4970.01
6545	ELECTRONICS COMMUN EQUIP INSTALLER	CURRENT		F		3299.67
		01/01/2005		F		3382.16
		01/01/2006		F		3466.71
6541	ELECTRONICS COMMUNICATIONS TECH	CURRENT		F		4979.51
		01/01/2005		F		5104.00

		01/01/2006		F		5231.60
6540	ELECTRONICS COMMUNIC TECH TRAINEE	CURRENT	N30A	F	3326.31	3515.53
		01/01/2005	N30A	F		3603.42
		01/01/2006	N30A	F		3693.51
6504	ELEVATOR MECHANIC	CURRENT		F		4993.46
		01/01/2005		F		5118.30
		01/01/2006		F		5246.26
6503	ELEVATOR MECHANIC APPRENTICE	CURRENT	N30A	F	2496.73	4494.11
		01/01/2005	N30A	F		4606.46
		01/01/2006	N30A	F		4721.62

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6278	FLOOR FINISHER	CURRENT		F		4079.07
		01/01/2005		F		4181.05
		01/01/2006		F		4285.58
6296	GLAZIER	CURRENT		F		4132.76
		01/01/2005		F		4236.08
		01/01/2006		F		4341.98
6336	GUNITE GUN OPERATOR	CURRENT		F		4072.99
		01/01/2005		F		4174.81
		01/01/2006		F		4279.18
6338	GUNITE NOZZLE OPERATOR	CURRENT		F		4222.77
		01/01/2005		F		4328.34
		01/01/2006		F		4436.55
7739	HEAT & FROST INSULATOR	CURRENT		F		4873.46
		01/01/2005		F		4995.30
		01/01/2006		F		5120.18
6343	HELPER,BRIDGE MAINTENANCE	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6346	HELPER,CARPENTRY	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6347	HELPER,CARPET & LINOLEUM LAYING	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6348	HELPER,DRILLING OPERATIONS	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00

6349	HELPER,ELECTRICAL	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6351	HELPER,MASONRY	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6352	HELPER,METAL WORKING	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6354	HELPER,PAINTING	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6355	HELPER,PIPE TRADES	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6359	HELPER,REFRIGERATION	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6360	HELPER,ROOFING	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6157	HOD CARRIER	CURRENT		F		3902.19
		01/01/2005		F		3999.74
		01/01/2006		F		4099.73
7371	HOIST OPERATOR	CURRENT		F		4617.60
		01/01/2005		F		4733.04
		01/01/2006		F		4851.37
7268	IRRIGATION & LAWN SPRINKLER FITTER	CURRENT		F		3797.95
		01/01/2005		F		3892.90
		01/01/2006		F		3990.22
6704	LOCKSMITH	CURRENT		F		4079.07
		01/01/2005		F		4181.05
		01/01/2006		F		4285.58
6702	LOCKSMITH APPRENTICE	CURRENT	N30A	F	1631.63	3671.16
		01/01/2005	N30A	F		3762.94
		01/01/2006	N30A	F		3857.01

6531	MEDICAL ELECTRONICS TECHNICIAN	CURRENT		F		4730.53
		01/01/2005		F		4848.79
		01/01/2006		F		4970.01
6166	METAL LATHER	CURRENT		F		4079.07
		01/01/2005		F		4181.05
		01/01/2006		F		4285.58
6165	METAL LATHER APPRENTICE	CURRENT	N30A	F		3671.16
		01/01/2005	N30A	F		3762.94
		01/01/2006	N30A	F		3857.01
7521	MILLWRIGHT	CURRENT		F		4158.03
		01/01/2005		F		4261.98
		01/01/2006		F		4368.53
7519	MILLWRIGHT APPRENTICE	CURRENT	N30A	F	1663.21	3742.23
		01/01/2005	N30A	F		3835.79
		01/01/2006	N30A	F		3931.68
6973	PAINTER	CURRENT		F		3706.27
		01/01/2005		F		3798.93
		01/01/2006		F		3893.90
6970	PAINTER APPRENTICE	CURRENT	N30A	F		3335.64
		01/01/2005	N30A	F		3419.03
		01/01/2006	N30A	F		3504.51

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6169	PLASTERER	CURRENT		F		4213.30
		01/01/2005		F		4318.63
		01/01/2006		F		4426.60
7269	PLUMBER	CURRENT		F		5083.50
		01/01/2005		F		5210.59
		01/01/2006		F		5340.85
7266	PLUMBER APPRENTICE	CURRENT	N30A	F	2033.40	4575.15
		01/01/2005	N30A	F		4689.53
		01/01/2006	N30A	F		4806.77
6454	POWER LINE WORKER	CURRENT		F		5029.81
		01/01/2005		F		5155.56
		01/01/2006		F		5284.45
7745	REFRIGERATION MECHANIC	CURRENT		F		5083.50
		01/01/2005		F		5210.59
		01/01/2006		F		5340.85
7744	REFRIGERATION MECHANIC APPRENTICE	CURRENT	N30A	F	2033.40	4778.49

		01/01/2005	N30A	F		4897.95
		01/01/2006	N30A	F		5020.40
6290	ROOFER	CURRENT		F		4021.97
		01/01/2005		F		4122.52
		01/01/2006		F		4225.58
6289	ROOFER APPRENTICE	CURRENT	N30A	F	1607.79	3619.77
		01/01/2005	N30A	F		3710.26
		01/01/2006	N30A	F		3803.02
6612	SR BLDG & EQUIPMENT MAINT WKR,AVRC	CURRENT		74G	3171.36	3929.27
		01/01/2005		75F	3249.55	4026.55
		01/01/2006		76E	3329.73	4126.73
6258	SENIOR CARPENTER	CURRENT		F		4283.02
		01/01/2005		F		4390.10
		01/01/2006		F		4499.85
7820	SENIOR COMMUNIC TOWER & LINE WORKER	CURRENT		F		4888.32
		01/01/2005		F		5010.53
		01/01/2006		F		5135.79
6526	SENIOR DIGITAL SYSTEMS TECHNICIAN	CURRENT		F		5228.50
		01/01/2005		F		5359.21
		01/01/2006		F		5493.19
7323	SENIOR DRILLER	CURRENT		F		4908.17
		01/01/2005		F		5030.87
		01/01/2006		F		5156.64
6472	SENIOR ELECTRICIAN	CURRENT		F		5281.29
		01/01/2005		F		5413.32
		01/01/2006		F		5548.65

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6536	SENIOR ELECTRONICS AUDIO TECHNICIAN	CURRENT		F		4967.07
		01/01/2005		F		5091.25
		01/01/2006		F		5218.53
6546	SR ELECTRON COMMUNIC EQUIP INSTAL	CURRENT		F		3671.27
		01/01/2005		F		3763.05
		01/01/2006		F		3857.13
6542	SENIOR ELECTRONICS COMMUNIC TECH	CURRENT		F		5228.50
		01/01/2005		F		5359.21
		01/01/2006		F		5493.19
6505	SENIOR ELEVATOR MECHANIC	CURRENT		F		5243.16
		01/01/2005		F		5374.24

		01/01/2006		F		5508.60
6532	SENIOR MEDICAL ELECTRONICS TECH	CURRENT		F		4967.07
		01/01/2005		F		5091.25
		01/01/2006		F		5218.53
7522	SENIOR MILLWRIGHT	CURRENT		F		4365.92
		01/01/2005		F		4475.07
		01/01/2006		F		4586.95
6978	SENIOR PAINTER	CURRENT		F		3891.58
		01/01/2005		F		3988.87
		01/01/2006		F		4088.59
7270	SENIOR PLUMBER	CURRENT		F		5337.68
		01/01/2005		F		5471.12
		01/01/2006		F		5607.90
7663	SENIOR SHEET METAL WORKER	CURRENT		F		5166.87
		01/01/2005		F		5296.04
		01/01/2006		F		5428.44
6977	SENIOR SIGN PAINTER	CURRENT		F		3891.58
		01/01/2005		F		3988.87
		01/01/2006		F		4088.59
7852	SENIOR WATER SERVICE WORKER	CURRENT		73E	3072.82	3807.09
		01/01/2005		74D	3148.18	3900.64
		01/01/2006		75C	3225.82	3996.82
6112	SENIOR WELDER	CURRENT		F		4794.26
		01/01/2005		F		4914.12
		01/01/2006		F		5036.97
6118	SENIOR WELDER-FITTER	CURRENT		F		5337.68
		01/01/2005		F		5471.12
		01/01/2006		F		5607.90
7659	SHEET METAL APPRENTICE	CURRENT	N30A	F	1968.34	4182.71
		01/01/2005	N30A	F		4287.28
		01/01/2006	N30A	F		4394.46

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7662	SHEET METAL WORKER	CURRENT		F		4920.84
		01/01/2005		F		5043.86
		01/01/2006		F		5169.96
6976	SIGN PAINTER	CURRENT		F		3706.27
		01/01/2005		F		3798.93
		01/01/2006		F		3893.90

7754 STEAM FITTER	CURRENT		F		5083.50
	01/01/2005		F		5210.59
	01/01/2006		F		5340.85
7751 STEAM FITTER APPRENTICE	CURRENT	N30A	F	2033.40	4778.49
	01/01/2005	N30A	F		4897.95
	01/01/2006	N30A	F		5020.40
6175 TILE SETTER	CURRENT		F		4424.92
	01/01/2005		F		4535.54
	01/01/2006		F		4648.93
3686 TRAFFIC SIGNAL ELECTRICIAN,PW	CURRENT		F		5029.81
	01/01/2005		F		5155.56
	01/01/2006		F		5284.45
3684 TRAFFIC TECHNICIAN I	CURRENT		72C	2976.73	3687.36
	01/01/2005		73B	3050.45	3779.27
	01/01/2006		74A	3125.00	3872.00
3685 TRAFFIC TECHNICIAN II	CURRENT		76C	3313.36	4106.36
	01/01/2005		77B	3395.27	4208.45
	01/01/2006		78A	3478.00	4313.00
7847 WATER SERVICE HELPER I	CURRENT		61K	2251.91	2794.73
	01/01/2005		62J	2309.55	2864.00
	01/01/2006		63H	2367.73	2934.00
7848 WATER SERVICE HELPER II	CURRENT		63F	2356.09	2920.00
	01/01/2005		64E	2415.00	2991.45
	01/01/2006		65D	2475.00	3065.36
7849 WATER SERVICE WORKER	CURRENT		68A	2662.00	3297.00
	01/01/2005		68L	2728.36	3378.82
	01/01/2006		69K	2794.73	3461.45
6110 WELDER	CURRENT		F		4565.95
	01/01/2005		F		4680.10
	01/01/2006		F		4797.10
6117 WELDER-FITTER	CURRENT		F		5083.50
	01/01/2005		F		5210.59
	01/01/2006		F		5340.85
7320 WELL DRILLER	CURRENT		F		4674.45
	01/01/2005		F		4791.31
	01/01/2006		F		4911.09

B. Apprentice Rates.

Persons employed in classifications shown as being compensated on Note 30A in Section 1. A. above shall be compensated at the applicable monthly rate for each interval of employment on the apprentice or trainee item listed in the attached table entitled "NOTE 30A - TABLE OF APPRENTICE RATES". Advancement to the next interval shall be contingent upon satisfactory performance of tasks and training, as defined on July 1, 1979, by the joint apprentice committee and/or other competent authority as established by the director of personnel.

C. Effective September 1, 1992, notwithstanding any other provision of this MOU, persons in the bargaining unit, in the Department of Public Works, who, at the request of Management obtain or re-new a class "A" or "B" motor vehicle license, restricted chemical applicator certificate, or other license or certificate, that is not as normal practice, required for the class in which they are employed, shall be reimbursed for the specific cost of such license or certificate as charged by the issuing agency.

D. 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 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 reuction 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 schedules salary increases for that fiscal year found in Article 7, Section 1 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.

The provisions of Section 1D.shall terminate on September 30, 2006.

NOTE 30A - TABLE OF APPRENTICE PERCENTAGE RATES

CLASSIFICATION	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9TH
Carpenter Apprentice	40%	50%	60%	65%	70%	75%	80%	90%	
Carpet and Linoleum Layer Apprentice	40%	45%	55%	65%	75%	85%	90%		
Electrician Apprentice	40%	45%	50%	55%	60%	70%	80%	90%	
Electronic Communications Technician Trainee	66.8%	66.8%	70.6%	70.6%					
Elevator Mechanic Apprentice	50%	55%	60%	65%	70%	75%	80%	90%	
Locksmith Apprentice	40%	50%	60%	70%	80%	90%			
Metal Lather Apprentice	40%	50%	60%	65%	70%	75%	80%	85%	90%

CLASSIFICATION	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9TH
Millwright Apprentice	40%	50%	60%	65%	70%	75%	80%	90%	
Painter Apprentice	40%	50%	60%	65%	70%	80%	90%		
Plumber Apprentice	40%	40%	62%	62%	80%	80%	90%	90%	
Refrigeration Mechanic Apprentice and Steamfitter Apprentice	40%	46%	52%	58%	64%	70%	76%	82%	88%
Roofer Apprentice									
1st 3 months	40%	50%	60%	70%	80%	90%			
2nd 3 months	45%								
Sheet Metal Apprentice	40%	45%	50%	55%	60%	65%	70%	75%	80%

Section 2.

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 3. 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 head 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 (b) above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources 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 Human Resources, 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 Evaluations 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 4. Total Concept Formula/Work Year Plan

1. Actual work day (WD) per year, times 8 hours (HR) per day, times the hourly rate (WR), divided by 12 months (MO) per year.

2. This quantity less the amount of County contribution to Health, Dental and Life Insurance plans not subject to retirement reduction (HL #1).

3. This quantity reduced by the County's retirement (RE) factor.

4. This quantity reduced by the County's Health, Dental, and Life Insurance contribution that's subject to retirement reduction (HL #2).

216.8 x 8 HR x WR = - $139.87 (HL #1) x.0943 RE - $244.00 (HL #2) = 1992-93 SalaryMO

DEFINITIONS

HL #1 = That part of County CHOICES contributions not subject to retirement contribution.

HL #2 = That part of County CHOICES contribution that is subject to retirement contribution.

Paid Days Not Worked

Holidays		11.00
Vacation		16.82*
Sick Leave	Full Pay	10.00*
	Part Time	0.86*
Supplemental Injury		1.21*
Military Leave		0.12*
Bereavement Leave		0.07*
Jury Duty		0.65*
	Total	
		40.73
	Round to	40.7

*1987 Survey

Days in Year	365
Minus:	
Saturdays and Sundays	104.0
Paid Days Not Worked	40.7
Annualized Income Adjustment	3.5
	-148.2
ACTUAL WORKDAYS	216.8

HOURLY RATE = Industry negotiated basic hourly wage rate for journeyman craftsmen, plus employer contributions to Health and Welfare Fund, Retirement Fund(s) and Vacations or Savings Plan(s) (if not included in basic wage rate).

RETIREMENT FACTOR = A composite of 1) the employer contribution factor as determined by the County Retirement Association; and 2) the negotiated County retirement contribution rate for temporary craft employees.

HEALTH PLAN, DENTAL PLAN AND LIFE INSURANCE PLANS (CHOICES) = A composite of the average negotiated monthly amounts actually paid by the County into unit employees Health, Dental and Life Insurance Plans (CHOICES).

Section 5. Sick Leave

Notwithstanding any other provision of this agreement or of any other agreement or understanding, including the Fringe Benefits Memorandum of Understanding to which this bargaining unit is a party, the parties agree to recommend to the Board of Supervisors that employees in this Unit shall continue to accrue a maximum of ten days annual sick leave as was per agreement of the parties, effective January 1, 1985.

Section 6. Elevator Adjustor Duties

Any employee in the unit, in the classification of Elevator Mechanic (Item 6504), who is regularly assigned to perform elevator adjusting duties shall be entitled to additional compensation in the amount of five (5) percent above the rate established for that classification in Article 7 of this Memorandum of Understanding.

Section 7.

It is agreed and understood that a temporary employee appointed to a permanent position who has more that one year of full-time continuous service in a temporary position as of January 1, 1995, shall retain his/her current step placement for one year after his/her appointment to the permanent position. After one year, the employee shall advance to the next step of the salary range and shall remain on that step for one year.

Thereafter, the employee shall be placed on the step of the range of the permanent position to which he/she would be entitled if his/her entire continuous service on both the temporary and permanent positions had been on a permanent monthly basis.

Appointments to permanent positions shall be in accordance with applicable Civil Service Rules. This section shall terminate on September 30, 1995, but it is the intent of the parties that the foregoing provisions shall continue to apply to all eligible temporary employees appointed to a permanent position before that date.

The parties, agree that the provisions of this section are not intended to establish a precedent.

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1. Call Back Pay

Whenever an employee is unexpectedly ordered by his department or district head to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a callback if the order to return is given to the employee following termination of his normal work shift and departure from his work location. Compensation for a callback shall be a minimum payment of four (4) hours of pay at a rate of time and one-half.

If an employee is unexpectedly called in within the two (2) hours before the start of the regularly-scheduled shift, it shall be considered an early shift start and not a callback. The employee shall be permitted, if work is available in the employee's classification, to work to the end of the regularly-scheduled shift. Work performed in excess of four (4) hours will be compensated for in accordance with the provisions of Article 9, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial callback, 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 pay as a result of callback.

Section 2. High Work

The parties agree to jointly recommend to the County's Board of Supervisors that said Board adopt and implement by amendment to the applicable provision of the Los Angeles County

Code that all employees in the Unit shall, in addition to all other compensation, receive 40 cents per hour commencing September 1, 1987 and 50 cents per hour commencing September 1, 1988, for each hour worked on a ladder, scaffold, swing stage or other like device at or above 30 feet above grade and subject to direct fall.

Section 3. Evening and Night Shift Differential

The parties agree to jointly recommend to the County's Board of Supervisors that said Board adopt and implement by amendment to the applicable provision of the Los Angeles County Code that:

> Effective September 1, 1987, employee employed in a classification in this Unit who is assigned to a regularly established evening or night shift as defined herein shall receive a 50 cents per hour bonus for each hour worked during such shift. An evening shift is a regularly established work shift at least five-eighths of which fall between the hours of 4:00 p.m. and 11:00 p.m. A night shift is a regularly established work shift at least five-eighths of which fall between the hours of 9:00 p.m. and 8:00 a.m. The parties agree jointly to recommend to the County's
>
> Board of Supervisors that effective September 1, 1988, the evening, and night shift differential shall increase by ten cents ($.10) per hour for a total of sixty cents ($.60) per hour above the established rate for the classification.

Section 4. Standby Pay

Effective January 1, 2001, it is understood and agreed that employees in this Unit who are assigned regularly-scheduled periods of authorized standby service at off-duty times shall receive a $0.75 per hour bonus for such service to a maximum of $300.00 per month.

Effective January 1, 2002, it is understood and agreed that employees in this Unit who are assigned regularly-scheduled periods of authorized standby service at off-duty times shall receive a $1.00 per hour bonus for such service to a maximum of $400.00 per month.

A. Management shall specify at the beginning of each quarterly period commencing September 1, 1987, the number of employees by classification that are required to be available for standby work. In the event an insufficient number of voluntary employees are available for such standby work, then the department may assign standby work to the employees on the basis of the least senior employees in the department being so assigned.

B. Management will attempt to assign standby as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location; however, Management may consider special skills required to perform particular work in the making of such standby assignments.

C. If an employee assigned to standby duty fails to respond when contacted, no compensation shall be paid for standby duty that day.

D. 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.

E. Employee on standby duty when ordered to return to duty shall be covered by Article 8, Section 1, Call Back Pay, and shall not receive standby pay during the time they are receiving appropriate hourly rate of pay.

Section 5. Bonus Assignments

Whenever a permanent employee in a Journeyman or Senior Journeyman classification in this Unit is assigned to either: (1) Facilities Design and Planning functions in the Department of Health Services and Sheriff; or (2) the Estimating/Scheduling Section and Energy Management/Project Management Section in the Facilities Operation Service of the Internal Services Department, that person shall receive an additional bonus of 10 percent of his base monthly rate.

Section 6. Backhoe Compensation

Upon the annual review and approval of the Chief Administrative Office, employees in the classification Water Service Worker, Item No. 7849, who are trained and are regularly required to operate a backhoe in the performance of their duties, shall be paid at the step of the salary range for the classification of Item No. 7365, Utility Tractor Operator, which provides a salary increase. This additional compensation shall be paid ony for that period of time actually spent operating a backhoe.

ARTICLE 9 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 the regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

B. On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2. Usage of Non-FLSA Earned Compensatory Time

A. Employee 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.

C. The overtime rate for employees in this Unit is one and one-half times an employee's regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Section 3. Distribution of Overtime

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform

particular work.

Section 4. Notification

County Management will make every reasonable effort to give employees as much advance notice as practicable with the given circumstances surrounding an overtime assignment.

Section 5. Savings 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 provision of the 1982-85 Memorandum of Understanding 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 6. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

Section 7. Rotation of Overtime Assignment

Management will attempt to make any mandatory overtime assignments be on a rotating basis among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of mandatory overtime under this provision however, Management may consider special skills required to perform particular work.

ARTICLE 10 EMPLOYEE BENEFITS

Section 1.

The parties agree that with the exception of sick leave, the provisions of the Memorandum 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 this Unit, but are subject to change as a result of negotiations with this Unit.

Section 2. Pregnancy Leave

The parties agree that departmental Management shall grant 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 procedure as are determined by the Chief Administrative Office 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.

ARTICLE 11 TOOL REPLACEMENT

The County will repair or replace hand tools which are broken or damaged in County service or lost through verified theft from County property, and which tools the employee is required to possess by his department head and are listed by such department head on approved inventory list. Any hand tools replaced shall be replaced with comparable valued hand tools and such damaged or broken tools shall become the property of the County.

Management will replace personal hand tools lost through verified theft from County property provided that such loss is not caused by the employee's negligence.

It is understood that employees will be responsible for taking good care of their tools, both personal and County, and that they will be held responsible for obvious neglect and misuse. Management reserves the right to review cases where there are repeated or high frequency claims for tool replacement.

ARTICLE 12 UNIFORMS

Section 1.

A minimum of four (4) shirts and four (4) trousers and one (1) jacket will be provided, on a one-time only basis, to each full-time, permanent employee where Management requires that distinctive uniforms be worn by such persons rather than regular work clothes.

Section 2.

Management agrees to replace uniform items on as-needed basis. Management is the sole determinant of the need to replace uniform items.

Section 3.

Current full-time, permanent employees of Bargaining Unit 411 in the Sheriff's Department who are required to wear uniforms and who were initially issued three (3) shirts and three (3) trousers shall be issued, on a one-time only basis, one (1) additional shirt and one (1) additional trouser at the time of the next uniform replacement.

Section 3 shall terminate on June 30, 2002.

ARTICLE 13 BULLETIN BOARDS

Management will furnish for the Council bulletin board space not to exceed 17" x 27" for each major work location. The board shall be used only for the following subjects:

A. Council recreation, social and related news bulletins;

B. Scheduled Council meetings;

C. Information concerning Council elections or the results thereof;

D. Reports of official business of the Council including reports of committees of the Board of Directors; and

E. Any other written material which first has been approved and initialed by an authorized representative of the department or district head. The designated representative must either approve or disapprove a request or posting within 48 hours, excluding Saturday, Sunday, and legal holidays, from the receipt of the material and the request to post it.

Prior to posting, all material shall be initialed by an authorized representative of the Council.

In case the Council represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by the Council at that work location.

ARTICLE 14 WORK SCHEDULE

Purpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Shift changes shall be for a minimum of five (5) consecutive days.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be

established to deprive employees of payment for overtime.

D. Alternate Work Schedules

Employees may request alternative work schedules such as a nine (9) day, 80-hour two-week schedule or a four (4) day, 40-hour week schedule. Management will respond to an employee's request within thirty (30) calendar days. Should a majority of bargaining unit employees at a County facility and/or work location request to work an alternate work schedule, Management has the option of placing all or some of the bargaining unit employees at the County facility and/or work location on the requested alternate work schedule. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

An employee who wants to submit a hardship request for review and consideration must submit his/her request to departmental Management within ten (10) calendar days of Management's notification to implement an alternate work schedule.

E. Emergencies

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 emergencies. Emergencies shall be defined as acts of God, flood, fire, power failure, and other circumstances beyond the control of Management or an official emergency declared by the Board of Supervisors of the County of Los Angeles.

Emergency assignments shall not extend beyond the period of such emergency.

F. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

ARTICLE 15 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 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 pursuant to the conditions described below.

Section 2. Conditions

A. 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. The bonus is paid from the date of request for relief, he/she performs the out-of-class assignment and terminates when the conditions of this Article are no longer met.

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

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

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 Memorandum of Understanding.

ARTICLE 16 CONSULTATION

County Management will meet with the Los Angeles County Building and Construction Trades Council or its credentialed representatives for the sole purpose of consultation when changing or revising job specifications or making significant changes in other working conditions of employees in this representation unit. It is understood and agreed that changes or revisions in job specifications will be accomplished in accordance with established Civil Service Rules and procedures.

ARTICLE 17 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 regarding 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 signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but 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 signature and the 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 years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1. Purpose

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 who may submit or be involved in a grievance.

Section 2. Definitions

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

2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. Council 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. Departmental Management has the responsibility to:

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

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

   c. The Council agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

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 represent 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 Restrictions

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 Council of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Council 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. If the Council 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.

Section 7. Procedure

Informal Step

Within five business days from the occurrence of the matter on which a complaint is based, or within five business days from knowledge of such occurrence, an employee is encouraged to discuss his complaint in a meeting with his immediate supervisor. The supervisor shall verbally reply to the employee's complaint within three business days from the date of the discussion.

Step 1. Supervisor

A. Within five business days from the date of the informal discussion with the supervisor, or within ten business days from the occurrence of the matter on which a complaint is based, or within ten 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/she requests from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

B. Within five business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

A. Within five business days from his/her 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/her department head. The department head has the authority to waive the middle Management step if such step is not appropriate because of the size of his/her department. The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

B. Within five business days from receipt of the grievance, the middle Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

A. Within five business days from his/her 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 business days from the receipt of the employee's grievance, the department head or his/her 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 to the employee.

C. On matters that directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his/her designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

1. Within ten business days from the receipt of the written decision of the department head, or his/her designated representative, the Council 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 laws 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, 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 evaluation which do not meet

the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

3. In the event the Council desires to request 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 for arbitration to the Employee Relations Division of the Chief Administrative Office, which request shall:

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

b. The parties shall select an arbitrator by mutual agreement and recommend to the Employee relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty working days from date of receipt of the request for arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each form the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.

c. Arbitration procedures conducted under the authority of this Article shall be held at an appropriate location in the County Hall of Administration except when

another location is mutually agreed upon by the parties to the case.

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 inc urred 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 Council 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 Council 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 grievance 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 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
Discrimination
Safety and Health
Payroll Deductions and Dues
Authorized Agents
Provisions of Law

ARTICLE 19 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 17, 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/her 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/her 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.

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 the party on its behalf, including but not limited to witness fees.

b. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by outside counsel, and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her 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 form 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

Leaves of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 20 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Council and Management concerning the interpretation or application of any of the provision 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:

A. Where either the Council or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set for the proposed resolution sought.

Within five (5) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved, the initiating party shall have the right to meet with the principal representative(s) of the other party who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its

Chief Administrative Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

C. Within 30 calendar days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 18 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 18 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 this Memorandum of Understanding affecting the working conditions of a significantly large number of the 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 procedures set forth in Article 18 hereof.

ARTICLE 21 ACCESS TO WORK LOCATIONS

All credentialed Council representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Council representatives shall comply with the regulations established in this Article, and that Council representatives shall not interfere with work operations of any department or district of the County.

Headquarters Work Locations

When visiting any Department of District headquarters work location, Council representatives shall contact the personnel office prior to entering any work areas. The Council representative shall state the purpose of his visit, i.e., grievance investigation or observation of working conditions. The Management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours (one business day), excluding Saturdays and Sundays and legal holidays, after the time of the Council representative's request, unless otherwise mutually agreed to.

Field Work Locations

Council representatives desiring access to field work locations shall either telephone the appropriate Management representative responsible for the district or yard or shall personally contact such Management representative upon entering any work location under his

supervisor. The Management representative contacted may deny access to a work location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours (one business day), excluding Saturdays and Sundays and legal holidays, after the time of the Council representative's request, unless otherwise mutually agreed to.

Council Representative List

The Council shall give to each Department or District Head, having employees in the Unit, and the Chief Administrative Officer a written list of the names of all authorized Council representatives, which list shall be kept current by the Council. Access to work locations shall only be granted to Council representatives on the current list.

Council Meetings

Council representatives shall fully comply with the procedures and requirements defined in the Director of Personnel's Rule #693 prior to holding any meeting with employees in any Department or District work location within the County.

ARTICLE 22 STEWARDS

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of stewards allowed for this Unit. The Council shall give each department head having employees in the Unit a written list of the names of employees selected as stewards which list shall be kept current by the Council.

The Council agrees that whenever investigation or the processing of 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. Stewards desiring to leave their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

If the employee cannot be made available, the steward will be informed when the employee will be made available. The steward shall perform the aforementioned duties without loss of pay.

A steward shall not be transferred, or changed to a different work shift without Council approval as long as work for which he/she is qualified is available. This paragraph is not to be construed to limit changes resulting from promotion.

ARTICLE 23 SAFETY AND HEALTH

Section 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Council 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 alert unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his steward to the departmental safety representative.

On any matter of safety or health that is not resolved by the departmental safety representative within a reasonable period of time, the steward may confer with the departmental safety representative who will respond in writing.

If the steward is not satisfied with the response of the departmental safety representative, a Council business agent may consult with the Deputy Director, Disability Benefits/Health and Safety Branch of the Chief Administrative Office or his designated representative. The representative of this branch shall investigate the matter and advise the Department Head and Council of his/her findings in the case and his/her recommendation, if any.

Section 2.

Protective measures shall be taken by the County to safeguard workers against exposure to any communicable diseases. Workers prior to working in areas or systems which may be contaminated shall be notified of such, given safety instructions and provide any safety equipment deemed necessary.

Section 3. First Aid Kits

The departmental safety representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Section 4.

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

Section 5.

The Council credentialed representative may, by prior notification to the work manager, attend scheduled safety meetings and participate in discussion of matters directly related thereto.

ARTICLE 24 LEAVES OF ABSENCE FOR UNION BUSINESS

Upon written request of the Employee Representative or the business manager of a major trade covered hereby (Carpentry, Electrical, Pipe or Sheet Metal, etc.), one (1) employee in each major trade shall, where conditions permit, be granted a leave of absence without pay in accordance with Civil Service Rules. Said leave of absence shall not exceed one year, but may be renewed annually. Leaves shall be primarily for the purpose of conducting Union business with the County of Los Angeles.

The provisions of this Article do not apply to probationary and temporary employees.

ARTICLE 25 PAYROLL DEDUCTIONS AND DUES

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 deduction 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 September 1st through September 30th, in any year of the contract by notifying the Union of their termination of Union dues deduction. This does not apply to agency shop fees. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

Section 3. Agency Shop Election

If at any time during te term of the Memorandum of Understanding, 30 percent 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 an 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 agency shop, 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 fun 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 orFair 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. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. 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.

E. Union Responsibilities

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 tha the agency shop agreement is in effect.

F. 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 ahreement with the Union and that all employees subject to the Memorandum of Understanding must either join the 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 deduction Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. 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 the Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

Such list 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.

H. 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 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 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 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 Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Administrative Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business 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 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

have not already been negotiated.

ARTICLE 28 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 Building Trades Council 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 29 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, 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 30 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. 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. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits other than those specifically set forth in the provisions of this agreement or required by Federal, State or County laws.

B. Except as specifically provided herein, 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 or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

D. 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 31 AUTHORIZED AGENTS

For purposes 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: 500 West Temple Street, Los Angeles, California 90012, Telephone: 974-2404) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. Council's principal authorized agent shall be its Executive Secretary, or his duly authorized representative (Address: 1626 Beverly Boulevard, Los Angeles, California 90026, Telephone: 483-4222).

ARTICLE 32 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 and 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 provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County laws, rules and regulations, or is otherwise mandated as invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 33 EMPLOYEE LISTS

Section 1

Management will provide the Council with a list of all employees in the Unit within thirty (30) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than four (4) month intervals when requested by the Council at a reasonable cost determined by the office of the Auditor-Controller.

Section 2

Management will supply to all employees newly hired, promoted or transferred into this Unit, a form supplied by the Council which will advise such employees that the Building Trades Council is the certified bargaining representative of the Unit.

ARTICLE 34 HEALTH SERVICES OUT-OF-CLASS COMMITTEE

Within sixty (60) days of the date that this MOU is adopted by the Board of Supervisors and at the request of the Building Trades Council, a committee shall be created to discuss and address the out-of-class concerns of Health Services employees in this Bargaining Unit.

This committee shall be comprised of four (4) representatives from Health Services and four (4) representatives from the Building Trades Council. The parties agree to meet quarterly to develop recommendations for resolving these out-of-class issues.

ARTICLE 35 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitles to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Administrative Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

To qualify for this additional compensation on a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the

base rate; or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate.

The bonus provision of paragraph 2. above, does not apply to employees on short term higher level assignments of two weeks or less.

In no event shall an employee receive compensation pursuant to this Section and receive out of call bonus pursuant to Article 15 for the same assignment.

The additional compensation provided in this section shall not constitute a base rate.

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.

LOS ANGELES BUILDING AND CONSTRUCTION TRADES COUNCIL

By_____
Executive Secretary

By_____
Business Representative

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By_____
Chief Administrative Officer

By_____

By_____

By_____

By_____

TO BE JOINTLY SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE SUPERVISORY BUILDING AND CONSTRUCTION TRADES AND OPERATING ENGINEER EMPLOYEES REPRESENTATION UNIT

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

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County") and the Los Angeles County Flood Control District (hereinafter referred to as "District").
AND	THE JOINT COUNCIL OF LOS ANGELES COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501, AFL-CIO (hereinafter referred to as "Joint Council").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, the Joint Council was certified on March 20, 1986, by the County's Employee Relations Commission (Employee Relations No. SEV 16-85) as the majority representative of County Supervisory Building and Construction Trades and Operating Engineer Employees Representation Unit (hereinafter "Unit or Joint Council") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Joint Council 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 employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management shall recognize the Joint Council as the exclusive representative of the employees in said Unit subject to appropriate action of the Board of Supervisors and, if necessary, the Employee Relations Commission.

ARTICLE 2 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 and orderly and equitable means of resolving and 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 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 3 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 of 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 4 TERM

The term of this Memorandum of Understanding shall commence on January 1, 2004 and shall expire at midnight, September 30, 200, unless the parties have reached agreement on a successor Memorandum of Understanding by that date.

ARTICLE 5 RENEGOTIATION

Section 1.

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from June 15, 2006, to June 30, 2006, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding. Negotiations shall begin no later than 30 days from date of receipt of aforementioned notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2006 an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

Section 2.

Notwithstanding the foregoing, if County rules, regulations, or laws are amended, subject to any necessary changes in State law, to allow implementation of agency shop and if either party hereto desires to negotiate changes limited to Article 27, Payroll Deductions and Dues, to implement agency shop, such party shall serve upon the other within 30 days after appropriate action by the County Board of Supervisors or 30 days after appropriate action by County Employee Relations Commission, whichever occurs later, its written request to do so as well as its initial written proposal.

ARTICLE 6 NON-DISCRIMINATION

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.

ARTICLE 7 SALARIES

Section 1.

A. The parties agree jointly to recommend to the County's Board of Supervisors that said Board adopt the following relationships and implement salary adjustments, effective January 1, 2004 on the bases indicated, and thereafter effective on the dates of the salary adjustments for the benchmark class in the 411, Building Trades and Skilled Craftsmen Memorandum of Understanding (September 1, 2003, to September 30, 2006) or the 401, Plant Operating Engineer Memorandum of Understanding (January 1, 2004 to September 30, 2006).

Item No.	Title	Basis for Adjustment Over Benchmark Classes
7202	* Assistant Chief Stationary Engineer	15% over Stationary Engineer II
6213	Bridge Maintenance Supervisor	25% over Bridge Maintenance Worker
6617	Building & Equipment Maintenance Supervisor, AVRC	4 schedules over Building & Equipment Maintenance Worker, AVRC
6266	Carpenter Supervisor	15% over Carpenter
6263	Carpenter Working Supervisor	10% over Carpenter
6285	Carpet & Linoleum Layer Supervisor	15% over Carpet & Linoleum Layer
6283	Carpet & Linoleum Layer Working Supervisor	10% over Carpet & Linoleum Layer
6486	Chief Electrician Supervisor	22.5% over Electrician
7203	* Chief Stationary Engineer	25% over Stationary

Item No.	Title	Engineer II Basis for Adjustment Over Benchmark Classes
7824	Communications Tower & Line Supervisor	l5% over Communications Tower & Line Worker
7822	Communications Tower & Line Working Supervisor	10% over Communications Tower & Line Worker
7317	Diamond Driller & Grouter Working Supervisor	10% over Diamond Driller & Grouter
6480	Electrician Supervisor	15% over Electrician
6477	Electrician Working Supervisor	10% over Electrician
6498	Electro-Mechanic Supervisor	15% over Electro-Mechanic
6495	Electro-Mechanic Working Supervisor	10% over Electro-Mechanic
6538	Electronics Audio Technician Supervisor	15% over Electronic Audio Technician
6544	Electronics Communications Technician Supervisor	15% over Electronic Communications Technician
6543	Electronics Communications Tech Working Supervisor	10% over Electronic Communications Technician
6510	Elevator Mechanic Supervisor	15% over Elevator Mechanic
6507	Elevator Mechanic Working Supervisor	10% over Elevator Mechanic
6271	Head, Carpentry Crafts, Mechanical	22.5% over Carpenter
6484	Head, Electrical Crafts, ISD	22.5% over Electrician
6514	Head, Elevator Crafts, ISD	22.5% over Elevator Mechanic
7277	Head, Plumbing Crafts, ISD	22.5% over Plumber

7765	Head, Steam Fitter & Refrigeration Crafts, ISD	22.5% over Steam Fitter

Item No.	Title	Basis for Adjustment Over Benchmark Classes
7742	Heat & Frost Insulator Supervisor	15% over Heat & Frost Insulator
7741	Heat & Frost Insulator Working Supervisor	10% over Head & Frost Insulator
6707	Locksmith Supervisor	15% over Locksmith
6706	Locksmith Working Supervisor	10% over Locksmith
6184	Mason Supervisor	15% over Plasterer
6181	Mason Working Supervisor	10% over Plasterer
6533	Medical Electronics Technician Working Supervisor	10% over Medical Electronics Technician
7525	Millwright Supervisor	15% over Millwright
7523	Millwright Working Supervisor	10% over Millwright
6982	Painter Supervisor	15% over Painter
6979	Painter Working Supervisor	10% over Painter
7275	Plumber Supervisor	15% over Plumber
7272	Plumber Working Supervisor	10% over Plumber
6456	Power Line Working Supervisor	10% over Power Line Worker
7747	Refrigeration Mechanic Working Supervisor	10% over Refrigeration Mechanic
6294	Roofer Supervisor	15% over Roofer
6292	Roofer Working Supervisor	10% over Roofer
6483	Senior Electrician Supervisor	20% over Electrician
6499	Senior Electro-Mechanic Supervisor	20% over Electro-Mechanic

Item No.	Title	Basis for Adjustment Over Benchmark Classes
7668	Sheet Metal Supervisor Worker	15% over Sheet Metal
7665	Sheet Metal Working Supervisor Worker	10% over Sheet Metal
7763	Steam Fitter & Refrigeration Supervisor	15% over Steam Fitter
7760	Steam Fitter & Refrigeration Working Supervisor	10% over Steam Fitter
7757	Steam Fitter Supervisor	15% over Steam Fitter
7753	Steam Fitter Working Supervisor	10% over Steam Fitter
6529	Supervising Digital Systems Technician	15% over Digital Systems Technician
7227	* Wastewater Treatment Plant Operator Supervisor	15% over Wastewater Treatment Plant Operator
6121	Welder-Fitter Supervisor	15% over Welder-Fitter
6120	Welder-Fitter Working Supervisor	10% over Welder-Fitter
6114	Welder Working Supervisor	10% over Welder

* The initial salary increase of January 1, 2005, for these classes whose salaries are tied to subordinate benchmark classes in Bargaining Unit 401 shall not be implemented until the Board of Supervisors' adopts the successor 401 Memorandum of Understanding for the term January 1, 2004, to September 30, 2006.

B. The salaries for classes shown below shall be effective on the dates indicated.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7857	REGIONAL WATER SERVICE SUPT	CURRENT		91L	5063.64	6290.64
		01/01/2005		92K	5190.55	6447.55
		01/01/2006		93J	5320.00	6608.45
7856	WATER SERVICE SUPERVISOR	CURRENT		83K	4066.18	5051.27
		01/01/2005		84J	4167.45	5177.82
		01/01/2006		85H	4271.18	5307.00

C. Financial Crisis

It is understood by the parties to this MOU that Los Angeles County receives revenues from sources that are unpredictable and over which the County has no control. t 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.B. 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. B., 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.

The provisions of Section 1.C. shall terminate 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 Department of Human Resources 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 Human Resources, 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 Evaluations 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 and 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.

ARTICLE 8 CALL BACK

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift or normal workweek and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 11, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, 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 pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

ARTICLE 9 SPECIAL PAY PRACTICES

Section 1.

The following classifications shall receive the same bonus amounts for Standby Pay, Relief Bonus, Cogeneration Hydroelectric Operation/Maintenance Bonus and Shift Differential as is paid to classifications in bargaining Unit 401, Plant Operating Engineers.

--	7202	Assistant Chief Stationary Engineer
--	7203	Chief Stationary Engineer
--	7227	Waste Water Treatment Plant Operator Supervisor

All other classes in the unit shall receive the same amounts for the above bonuses as are paid classes in bargaining Unit 411, Building Trades and Skilled Craftsman.

Section 2. Assignment of Additional Responsibilities

Any permanent full-time employee shall be entitled to additional compensation of 5.5% above the established base rate for their classification for the performance of additional responsibilities which are assigned or approved by the Department Head, and approved by the Chief Administrative Officer. This additional compensation shall begin on the first day the additional responsibilities are performed and shall end on the day the additional responsibilities are no longer performed. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 13, Out-of-Class Assignments for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 10 WORK SCHEDULE

Purpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

1. The normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by management.

2. For persons working a post position, the workweek shall average five (5) workdays and at least two (2) consecutive rest days per week exclusive of holidays. Eight (8) consecutive hours of work shall constitute the workday for post position employees. Post position employees will be permitted time to eat on shift when conditions permit.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work

schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Shift changes shall be for a minimum of five (5) consecutive days.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

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 emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, management may direct the employee to take off an equivalent number of hours during the same work week. Management will make

reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 11 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.

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.

B. Effective July 1, 1996, an employee may elect to accrue up to 30 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked. An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off by an employee subject to departmental staffing

considerations and with prior approval of departmental management.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless Management approves the accrual of such overtime hours.

Section 2. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 3. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by management.

Section 4.

On or after August 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

ARTICLE 12 TOOL REPLACEMENT AND UNIFORMS

Section 1. Tool Replacement

The County will repair or replace hand tools which are broken or damaged in the County service or lost through verified theft from County property, and which tools the employee is required to posses by his department head and are listed by such department head on approved inventory list. Any hand tools replaced shall be replaced with comparable valued hand tools and such damaged or broken tools shall become the property of the County.

Management will replace personal hand tools lost through verified theft from County property provided that such loss is not caused by the employee's negligence.

It is understood that employees will be responsible for taking good care of their tools, bother personal and County, and that they will be held responsible for obvious neglect and misuse. Management reserves the right to review cases where there are repeated or high frequency claims for tool replacement.

Section 2. Uniforms

A minimum of four uniforms, as prescribed by Management, will be provided to each permanent, full-time employee where such uniforms are required by Management.

Section 3.

Management agrees to replace uniform items on as needed basis. Management is the sole

determinant of the need to replace uniform items.

ARTICLE 13 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

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 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 pursuant to the conditions described below.

Section 2. Conditions

A. 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; or

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. The bonus is paid from the date of request for relief, he/she performs the out-of-class assignment and terminates when the conditions of this Article are no longer met.

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

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

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 (established training programs). Any such training program shall have a specific period of duration. Such training period may be extended, by mutual agreement of the employee and management, if necessary for the employee to complete the program. 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 14 COMPENSATION FOR HOLIDAYS WORKED

Any shift employee in this Unit who is scheduled to work on defined holidays per the County Code and who, prior to January 1 of each year, elects to be paid for holidays worked in lieu of accruing deferred holiday leave, shall be paid eight (8) hours at straight time rates for each holiday worked. Holiday pay is for holiday work and shall not be considered or paid as overtime under the terms of this agreement.

ARTICLE 15 JURY DUTY

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the department head or his designate will convert the employee's usual shift to a regular Monday through Friday jury shift.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his regular pay provided he deposits his fees for service, other than mileage with the County Treasurer.

ARTICLE 16 CONSULTATION

Management will meet with the Joint Council or its credentialed representatives for the sole purpose of consultation when changing or reviewing job specifications or making significant changes in other working conditions of the employee in representation unit. It is understood and agreed that changes or revisions in job specifications will be accomplished in accordance with established Civil Service rules and procedures.

ARTICLE 17 SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Joint Council 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 practices, equipment, and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his Steward to the local facility Safety Officer or the Departmental Safety Officer, if there is no local Safety Officer.

On any matter of safety that is not resolved by the Safety Officer within a reasonable period of time, the Steward may confer with the Safety Officer who will respond in writing.

If the Steward is not satisfied with the response of the Safety Officer, a Joint Council Business Representative may consult with the Chief of the Workers' Compensation & Occupational Health Branch of the Department of Personnel or his designate. A representative of such Branch shall investigate the matter and advise the department head and Joint Council of his findings and recommendations, if any.

ARTICLE 18 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 Chief Administrative Officer 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 of injury.

ARTICLE 19 BULLETIN BOARDS

Management will furnish and maintain Unit bulletin board space agreeable to the parties at locations where employees covered by this Understanding are employed. The boards shall be used only for the following subject:

A. Union recreational, social and related news bulletins;

B. Scheduled Union meetings;

C. Information concerning Union elections or the results thereof;

D. Reports of official business of Union including reports of committees or the Board of Directors; and

E. Any other written material which first has been approved by the department or district head.

Prior to posting, material described in Paragraph E above shall be initialed by an authorized representative of both Unit and the applicable department or district head. Bulletins requiring approval shall be acted upon within one (1) normal working day.

In cases where Unit represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by Unit at that work location.

ARTICLE 20 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 regarding 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 signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but does not necessarily indicate agreement with it content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's signature and the 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 files until the grievance procedure or civil service appeal rights have been exhausted. Grievance under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months 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 years prior removed from his personnel file except as such may be part of an official permanent record.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 1 Purpose

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 who may submit or be involved in a grievance.

Section 2 Definitions

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

2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3 Responsibilities

1. Joint Council 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. Departmental management has the responsibility to:

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

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

   C. The Joint Council agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific section(s) being grieved, the article(s) violated and the specific remedy requested.

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 represent 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' Right and Restrictions

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 a 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 Joint Council of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Council 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. If the Joint Council 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.

Section 7 Procedure

Informal Step

Within ten business days from the occurrence of the matter on which a complaint is based, or within five business days from knowledge of such occurrence, and employee is encouraged to discuss his complaint in a meeting with his immediate supervisor. The supervisor shall verbally reply to the employee's complaint within three business days from the date of the discussion.

Step 1 Supervisor

A. Within ten business days from the date of the informal discussion with the supervisor, or within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his knowledge such occurrence, and 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 ten 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 ten 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 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 ten business days from receipt of the grievance, the middle management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3 Department Head

A. Within ten 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 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 written decision to the employee.

C. On matters that directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8 Arbitration

1. Within 30 Calendar days from the receipt of the written decision of the department head, or his designated representative, the Joint Council 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 ordinance, 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, discrimination; nor

C. The interpretation, application merits or legality of the rules or regulations of the department head, the Department of Personnel, 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 Joint Council desires to request 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 for arbitration to the County's Employee Relations Commission with a copy thereof simultaneously transmitted to the Employee Relations Division of the Chief Administrative Office, which request shall:

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

B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty working days from date of receipt of the request for arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.

C. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.

4. Arbitration of grievances hereunder will be limited to the formal grievance 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 cost 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 Joint Council shall meet and prepare a submission statement setting forth the issues(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Joint Council 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 issues(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievance 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 Joint Council. 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 60 days of receiving notice of decision and award requiring legislative action is not taken, the arbitrator's decision and award shall have not force or effect whatsoever. The Joint Council 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
Discrimination
Safety and Health
Payroll Deduction and Dues
Authorized Agents
Provisions of Law

Participation in Health Services Out-of-Class Committee

ARTICLE 22 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Joint Council and Management concerning the interpretation or application of any of the provision 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:

A. Within sixty (60) calendar days from the occurrence of the matter in which a complaint is based or within sixty (60) calendar days from its knowledge of such an occurrence where either the Joint Council or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set for the proposed resolution sought.

Within five (5) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved, the initiating party shall have the right to meet with the principal

representative(s) of the other party who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Chief Administrative Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

C. Within 30 calendar days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 18 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 23 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 this Memorandum of Understanding affecting the working conditions of a significantly large number of the 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 procedures set forth in Article 23 hereof.

ARTICLE 23 ACCESS TO WORK LOCATIONS

All credentialed Joint Council representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Joint Council representatives shall comply with the regulations established in this Article, and that Joint Council representatives shall not interfere with work operations of any department or district of the County.

Headquarters Work Locations

When visiting any Department or District headquarters work location, Joint Council representatives shall contact the personnel office prior to entering any work areas. The Joint Council representative shall state the purpose of his visit, i.e., grievance investigation or observation of working conditions. The management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Joint Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Joint Council representative's request, unless otherwise mutually agreed to.

Field Work Locations

Joint Council representatives desiring access to field work locations shall either telephone the appropriate management representative responsible for the district or yard or shall personally contact such management representative upon entering any work location under his

supervisor. The management representative contacted may deny access to a work location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Joint Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Joint Council representative's request, unless otherwise mutually agreed to.

Joint Council Representative List

The Joint Council shall give to each Department or District Head, having employees in the unit, and the Chief Administrative Officer a written list of the names of all authorized Joint Council representatives, which list shall be kept current by the Joint Council. Access to work locations shall only be granted to Joint Council representatives on the current list.

Joint Council Meetings

Joint Council representatives shall fully comply with the procedures and requirements defined in the Director of Personnel's Rule #693 prior to holding any meeting with employees in any Department or District work location within the County.

ARTICLE 24 STEWARDS

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of stewards allowed for this Unit. The Joint Council shall give each Department Head having employees in the Unit a written list of the names of employees selected as stewards which list shall be kept current by the Joint Council.

The Joint Council agrees that whenever investigation or the processing of 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. Stewards desiring to leave their work locations 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 promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the steward shall inform the cognizant supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available. The steward shall perform the aforementioned duties without loss of pay.

ARTICLE 25 PAYROLL DEDUCTIONS AND DUES

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 that such deduction 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 September 1 through September 30th, in any year of the contract, by notifying the Union of their termination of Union dues deduction.

This does not apply to agency fee payers. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name,

employee number, job classification, department name and name of Union from which dues deductions 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 percent of the employees represented by this Bargaining Unit sign a petition to request and 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 an 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 agency shop, 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 Ship,” 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 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 through the Los Angeles County Charitable Giving Program.

C. Agency Shop

It is mutually agreed by the parties that, effective January 1, 2004, this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. 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.

E. 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-members agency fee payers for each year that the agency shop

agreement is in effect.

F. 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 the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Ship 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 following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. 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 date of employees leaving this Bargaining Unit.

H. Indemnification Clause

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

ARTICLE 26 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent department, 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 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 EMPLOYEE LISTS

Management will provide each member of the Joint Council a list of all employees in the unit within thirty (30) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than four (4) month intervals when requested by the Joint Council at a reasonable cost determined by the office of the Auditor-Controller.

ARTICLE 28 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 Joint Council 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 Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Administrative Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business 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 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

have not already been negotiated.

ARTICLE 29 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, strikes, slowdowns, or picketing shall be caused or sanctioned by the Joint Council, 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 Joint Council fails to exercise good faith in halting the work interruption, the Joint Council 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 30 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 Joint Council 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 to advocate or urge the adoption and approval if this Memorandum of Understanding in its entirety.

ARTICLE 31 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 and 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 provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or County laws, rules and regulations, or is otherwise mandated as invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 32 FULL UNDERSTANDING, MODIFICATION, WAIVER

A. 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. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits other than those specifically set forth in the provisions of this agreement or required by Federal, State or County law.

B. Except as specifically provided herein, 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 or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

D. 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 33 AUTHORIZED AGENTS

For 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: 500 West Temple Street, Los Angeles, California 90012, Telephone: 974-2404) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. Joint Council's principal authorized agent shall be:

1) Executive Secretary, Los Angeles County Building and Construction Trade Council, or his duly authorized representative (Address: 1626 Beverly Boulevard, Los Angeles, California 90026, Telephone: 483-4222);

2) Business Manager of Local 501 or his duly authorized representative (address 2405 West Third Street, Los Angeles, California 90057; Telephone: 385-1561)

ARTICLE 34 EMPLOYEE BENEFITS

The parties agree that each full-time permanent employee in this unit whose salary is set on the basis of a percentage difference of a class in the Building Trades and Skilled Craftsmen Employee Representation Unit, Unit 411, shall receive the same employee benefits as received by the employees covered under the Memorandum of Understanding for said Unit 411.

The parties agree that each full-time permanent employee in this Unit whose salary is set on the basis of a percentage difference of a class in the Plant Operating Engineers Employee Representation Unit, Unit 401, shall receive the same employee benefits as received by the employees covered under the Memorandum of Understanding for said Unit #401.

All such benefits are agreed to include, but are not limited to, holiday, sick leave, health insurance, retirement, mileage, life insurance, etc.

ARTICLE 35 LEAVES OF ABSENCE FOR UNION BUSINESS

Upon written request of the Employee Representative or the business manager of a major trade covered hereby (Carpentry, Electrical, Pipe or Sheet Metal, etc.), one employee in each major trade shall, where conditions permit, be granted a leave of absence without pay in accordance with Civil Service Rules. Said leave of absence shall not exceed one year, but may be renewed annually. Leaves shall be primarily for the purpose of conducting Union business with the County of Los Angeles.

ARTICLE 36 PARTICIPATION IN THE HEALTH SERVICES 0UT-OF-CLASS COMMITTEE

Within 60 days of the adoption of this Memorandum of Understanding by the Board of Supervisors and upon the written request of the Building Trades Council, two supervisory employees from this Bargaining Unit shall be allowed to participate in the Out-of-Class Committee which was created pursuant to Article 34, Health Services Out-of-Class Committee of the Building Trades and Skilled Craftsmen Memorandum of Understanding.

This Article is not subject to binding arbitration.

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.

JOINT COUNCIL OF LOS ANGELES COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL & OPERATING ENGINEERS	COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVE
By _____ Building and Construction Trades Council	By_____ Chief Administrative Officer
By _____ IUOE, Local 501	By_____
	By_____

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
AUTOMOTIVE AND EQUIPMENT MAINTENANCE
AND REPAIR EMPLOYEE REPRESENTATION UNIT

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

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles(hereinafter referred to as "County")
AND	AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 36, LOCAL 119 (hereinafter referred to as "AFSCME Local 119" or "Union").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME Local 119 was certified on February 24, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-12-69) as the majority representative of County employees in the Automotive and Equipment Maintenance and Repair Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME Local 119 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 the Unit in the classifications identified in Article 6, Salaries.

Management agrees that it shall recognize AFSCME Local 119, as the exclusive representative of the employees in this unit when County rules, regulations or laws are amended and AFSCME Local 119 has shown it has met the requirements of any such new rules.

ARTICLE 2 NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 119 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

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, affiliations or handicapped status.

ARTICLE 3 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 the County's Salary Ordinance, Ordinance No. 6222, 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.

Such implementation shall be effective as of date of ratification by 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 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2006.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from April 15, 2006 to May 15, 2006, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding with the exception of salary proposals which shall be presented no later than June 1, 2006. Negotiations shall begin thereafter within, but no later than, thirty (30) days from date of receipt of aforementioned notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2006, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

Section 1. Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6041	ASST AUTOMOTIVE EQUIPMENT INSPECTOR	CURRENT	N2	66G	2701.82	3171.36
		01/01/2005	N2	67F	2768.18	3249.55
		01/01/2006	N2	68E	2836.00	3329.73
6045	AUTOMOTIVE EQUIPMENT INSPECTOR	CURRENT		F		3868.88
		01/01/2005		F		3965.60
		01/01/2006		F		4064.74
6044	AUTOMOTIVE SERVICES ASSISTANT	CURRENT		64F	2421.00	2998.82
		01/01/2005		65E	2481.00	3072.82
		01/01/2006		66D	2541.82	3148.18
7461	BODY & FENDER MECHANIC	CURRENT		F		3966.20
		01/01/2005		F		4065.36
		01/01/2006		F		4166.99
6607	EQUIPMENT MAINTENANCE HELPER	CURRENT		61D	2218.64	2754.91
		01/01/2005		62C	2274.64	2822.00
		01/01/2006		63B	2332.82	2892.00
6610	EQUIPMENT MAINTENANCE WORKER	CURRENT	N2	68C	2822.00	3313.36
		01/01/2005	N2	69B	2892.00	3395.27
		01/01/2006	N2	70A	2962.00	3478.00
7472	FIRE EQUIPMENT MECHANIC	CURRENT		F		4370.01
		01/01/2005		F		4479.26
		01/01/2006		F		4591.24
6012	GARAGE ATTENDANT I	CURRENT		59F	2110.36	2623.82
		01/01/2005		60E	2163.82	2688.55
		01/01/2006		61D	2218.64	2754.91
6014	GARAGE ATTENDANT II	CURRENT		61F	2229.73	2768.18
		01/01/2005		62E	2286.27	2836.00
		01/01/2006		63D	2344.45	2906.00

7434	HEAVY STATIONARY EQUIPMENT MECHANIC	CURRENT		F		4283.91
		01/01/2005		F		4391.01
		01/01/2006		F		4500.79

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7496	HELICOPTER MAINTENANCE INSPECTOR	CURRENT		F		5268.06
		01/01/2005		F		5399.76
		01/01/2006		F		5534.75
7492	HELICOPTER MECHANIC	CURRENT		F		4755.62
		01/01/2005		F		4874.51
		01/01/2006		F		4996.37
7433	POWER EQUIPMENT MECHANIC	CURRENT		F		3966.20
		01/01/2005		F		4065.36
		01/01/2006		F		4166.99
7430	POWER EQUIPMENT MECHANIC APPRENTICE	CURRENT	N30B	F	2478.88	3867.05
		01/01/2005	N30B	F	2540.85	3963.73
		01/01/2006	N30B	F	2604.37	4062.82
7425	POWER EQUIPMENT MECHANIC HELPER I	CURRENT	N2	64F	2554.36	2998.82
		01/01/2005	N2	65E	2617.45	3072.82
		01/01/2006	N2	66D	2681.91	3148.18
7427	POWER EQUIPMENT MECHANIC HELPER II	CURRENT	N2	67F	2768.18	3249.55
		01/01/2005	N2	68E	2836.00	3329.73
		01/01/2006	N2	69D	2906.00	3411.82
7000	POWER EQUIPMENT PAINTER	CURRENT		F		3868.88
		01/01/2005		F		3965.60
		01/01/2006		F		4064.74
6613	SENIOR EQUIPMENT MAINTENANCE WORKER	CURRENT	N2	72C	3140.45	3687.36
		01/01/2005	N2	73B	3217.91	3779.27
		01/01/2006	N2	74A	3297.00	3872.00
7473	SENIOR FIRE EQUIPMENT MECHANIC	CURRENT		F		4588.55
		01/01/2005		F		4703.26
		01/01/2006		F		4820.84
7494	SENIOR HELICOPTER MECHANIC	CURRENT		F		4993.42
		01/01/2005		F		5118.26
		01/01/2006		F		5246.22
6015	TIRE REPAIR WORKER	CURRENT	N2	63G	2493.00	2927.00
		01/01/2005	N2	64F	2554.36	2998.82

01/01/2006	N2	65E	2617.45	3072.82

B. Apprentice Rates

Persons employed in classifications shown as being compensated on Note 30B in Section 1. A. above shall be compensated at the applicable monthly rate for each interval of employment on the apprentice or trainee item listed in the attached table entitled "NOTE 30B - TABLE OF APPRENTICES RATES." Advancement to the next interval shall be contingent upon satisfactory performance of tasks and training, as defined on July 1, 1979, by the joint apprentice committee and/or other competent authority as established by the director of personnel.

C. 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 6, Sections 1A and 1B 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 results 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 6, Sections 1A and 1B 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 grievance or arbitration procedure found in any MOU between the parties.

The provisions of Section 1C shall terminate on September 30, 2006.

D. SALARY REOPENER

The County of Los Angeles agrees that AFSCME Local 119 and the County of Los Angeles shall meet and consult on the compensation to be provided for the classifications of:

7492	Helicopter Equipment Mechanic
7493	Senior Helicopter Equipment Mechanic
7296	Helicopter Maintenance Inspector

The union will request to commence consultations, no later than July 1, 2004. This article is not subject to mediation, fact finding, grievance or arbitration.

NOTE 30B - TABLE OF APPRENTICE RATES

ITEM	CLASSIFICATION	JOURNEY LEVEL	EFFECTIVE DATE	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH
7430	Power Equipment Mechanic Apprentice	4065.36	1/1/05	2540.85	2744.12	2947.39	3150.65	3353.92	3557.19	3760.46	3963.73
		4166.99	1/1/06	2604.37	2812.72	3021.07	3229.42	3437.77	3646.12	3854.47	4062.82

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 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 Department of Human Resources 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 Human Resources, 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 change be made in the existing categories of Performance Evaluations 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. AUTOMOTIVE APPRENTICE NOTE 30B PERCENTAGE TABLE

Apprentice	1st	2nd	3rd	4th	5th	6th	7th	8th
Power Equipment Painter Apprentice	55.0	62.5	70.0	77.5	85.0	92.5		
Power Equipment Mechanic Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5
Body & Fender Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5
Automotive Body Builder Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5

Section 4.

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.

ARTICLE 7 SPECIAL PAY PRACTICES

Section 1. Call Back Pay

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, 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 pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Standby Time

When employees are authorized and assigned to regularly scheduled periods of standby service at off-duty times, such employees will be compensated at the rate of 75 cents per hour for each hour of such assigned standby service.

The parties jointly agree to recommend to the County's Board of Supervisors that effective January 1, 2001, that standby pay be increased by twenty-five cents ($.25) per hour for a total of one dollar ($1.00) per hour.

Section 3. Shift Premium

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive a per hour bonus of 75 cents for each hour worked during said shifts.

Section 4. Uniforms

Where Management requires employees in the unit to wear specific and distinctive uniforms, such uniforms will be provided by Management as an initial issue of three (3) shirts, three (3) trousers and one (1) jacket. Management agrees to replace annually up to 3 shirts, 3 pants and 1 jacket as needed.

This section is not intended to deprive an employee of any currently approved uniform benefit.

Section 5. Field Repairs Under Snow Conditions

Persons employed by Department of Public Works who are actively engaged in the field repair of power equipment under snow conditions shall be entitled to an additional seventy-five cents ($.75) per hour above the hourly rate established for their classification in Article 6 of the Memorandum of Understanding.

Section 6. Public Services Duties

In recognition of their public duties and responsibilities any employee in the Fire Department in the classification of Fire Equipment Mechanic, (Item No. 7472), or Senior Fire Equipment Mechanic (Item No. 7473) who is regularly assigned to field repair duties, shall, in addition to the salary established for their classification in Article 6 of the Memorandum of Understanding, receive the sum of sixty cents ($.60) an hour for each hour assigned field repair duties during a month.

Section 7.

Effective July 1, 1990, anyone in the classification of Helicopter Mechanic (Item #7492) and Senior Helicopter Mechanic (Item #7494) who possesses an Inspection Authorization license issued by the Federal Aviation Administration shall be entitled to additional compensation in the amount of five and one half (5.5) percent above the rate for their classification established in Article 6 of the Memorandum of Understanding.

Section 8. Automotive Service Excellence Certificates

A. The parties agree to recommend to the County's Board of Supervisors that effective January 1, 2001, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Mechanic (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in the area of gasoline engines, diesel engines, drive train, brakes, suspension & steering, electrical systems, heating, ventilation and air conditioning, preventive maintenance, engine repair, automatic transmission/transaxle, and engine performance, shall be entitled to an additional twenty-five cents ($.25) per hour for each such valid ASE certificate.

Employees in the aforementioned classifications who possess the valid qualifying ASE certificates are eligible to receive additional compensation for either the ASE certificates for automobile or the equivalent ASE for medium/heavy trucks, but not for both.

B. Effective January 1, 2001, a permanent, full-time employee in the classifications of Fire Equipment Mechanic (Item 7472) and Senior Fire Equipment Mechanic (Item 7473) who possess valid Automotive Service Excellence Certificates (ASE) for medium/heavy trucks in the area of gasoline engines, diesel engines, drive train, brakes, suspension & steering, electrical systems, heating, ventilation, and air conditioning, and preventive maintenance inspection shall be entitled to an additional twenty-five cents ($.25) per hour for each such valid ASE certificate.

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 work week for a regular County holiday will be counted in calculating hours worked for overtime purposes.

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.

B. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

C. With the approval of departmental management, an employee in the Bargaining Unit may elect to accrue up to 30 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked. This will be used at the rate of 1 ½ or 45 hours.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval by departmental management.

Management may direct an employee to use his/her accumulated compensatory time provided the employee is given thirty days calendar notice.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2. Savings 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 3. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 4. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

ARTICLE 9 EMPLOYEE BENEFITS

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 this Unit.

ARTICLE 10 BULLETIN BOARDS

Management will furnish AFSCME Local 119 reasonable bulletin board space in appropriate work locations. The Board shall be used only for the following subjects:

A. AFSCME Local 119 recreational, social and related news bulletins;

B. Scheduled AFSCME Local 119 meetings;

C. Information concerning AFSCME Local 119 elections or the results thereof;

D. Reports of official business of AFSCME Local 119 including reports of committees or the Board of Directors; and

E. Any other written material which first has been approved by the department or district head.

Prior to posting, any material shall be initialed by an authorized representative of AFSCME Local 119.

In cases where AFSCME Council 36 represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by AFSCME Council 36 at that work location.

ARTICLE 11 SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. AFSCME Local 119 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 practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisors, the employee has the right to submit the matter in writing either personally or through his Steward to the local facility Safety Officer or the Departmental Safety Officer, if there is no local safety officer.

On any matter of safety that is not resolved by the Safety Officer within a reasonable period of time, the Steward may confer with the Safety Officer who will respond in writing.

If the Steward is not satisfied with the response of the Safety Officer, either an AFSCME Local 119 business agent or the Union President may consult with the Chief of the Health, Safety, Disability and Benefits Division of the Department of Human Resources or his designate. A representative of such branch shall investigate the matter and advise the department head and AFSCME Local 119 of his findings and recommendations, if any.

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. Contents of the kit will be as follows:

A. Instruments and Equipment

1. Scissors, bandage, 4", blunt end, nickel-plated - 1 each
2. Forceps, splinter, 3 ½" in length, serrated needle points - 1 each
3. Tourniquet, Type D Army - 1 each
4. Splint, inflatable, G-Splint-Arm, Curity, with Tube - 1 each
5. Blanket, rescue, 56" x 84" - 1 each
6. Cold Pak, instant - 2 each
7. Instructions, general first aid, affixed to inside of cover - 1 each

B. Dressings and Bandages

1. Eye dressing packet containing 4 sets of adhesive strips and 4 sterile pads - 1 each
2. Gauze compress, 3" x 3", 4 to a package - 1 each
3. Triangular bandage, sterile, 40" - 2 each
4. Bandage compress, 4" - 3 each
5. Bandage compress, 3" - 3 each
6. Bandage compress, 2" - 2 each
7. Adhesive bandage, 1", plastic, with Telfa pad, sterile, 16 per package - 2 each

C. Medications

1. Wound cleansing and degreasing pad, (alcohol prep pads, Webcol) 10 pads per package - 1 each
2. Sting-Kill swabs, ½ cc, sterile, 10 swabs per package - 1 each
3. Tincture green soap N.F., 10 cc vials, 3 vials per container and gauze pads, 3" x 3", sterile, 4 pads per container - 1 each

Section 3.

Management and AFSCME Local 119 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 & Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4. Safety Committee

Within 60 days after the effective date of this Memorandum of Understanding, management will meet with Union representatives to establish departmental safety committees whose sole purpose shall be to make mutual recommendations to management concerning matters of safety in County facilities where persons covered by this agreement are assigned. Each departmental committee shall consist of two management representatives and two Union representatives, the latter to be selected by the Union.

The committee shall meet quarterly unless mutually waived. Each meeting must be preceded by adequate notice of ten (10) business days and a written agenda. The meeting shall be waived if no notice and written agenda is provided by either party.

ARTICLE 12 WORK SCHEDULES

Section 1. Shift, Lunch and Rest Periods

It is agreed and understood that each employee covered hereunder shall be assigned an 8-hour working shift, unless otherwise agreed to, which shall be exclusive of a 30-minute lunch period. Two 15-minute rest periods, one scheduled during each half of the assigned shift, shall be included in the 8-hour working shift. A fifteen minute break will be allowed following 2 hours of overtime provided work is anticipated to last for at least one additional hour following break.

Section 2. Workweek

The workweek for employees in this unit is 40-hours of work in a seven consecutive day period as defined by management. Normally, the workweek will consist of five - 8 hour days, Monday through Friday.

Section 3. Shift Change

Except for emergencies, employees' work schedules shall not be changed without notice to the employee at least five (5) working days before the change is to be implemented. If an employee's work schedule is changed on less than 24 hours' notice because of storm duty, the employee may be permitted, if work is available in the employee's classification, to work to the end of the employee's regularly scheduled shift. This section is not operative if the work schedule is changed because of storm duty to a 12-hour on, 12-hour off schedule.

Section 4. Work Location

Except for emergencies, employees' permanent work location shall not be changed without notice to the employee at least ten (10) working days before the change is to be implemented. Work location means an automotive repair shop or shops at a geographic site.

Section 5. Emergencies

Nothing herein shall limit the authority of the department or district head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. Emergency as used herein is defined to mean an occurrence developing suddenly and unexpectedly, requiring immediate action to protect life, safety, health or property.

Section 6. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 13 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 pursuant to the conditions described below.

Section 2. Conditions

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. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

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 14 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Administrative Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

To qualify for this additional compensation on a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performanced by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2. above does not apply to employees on short term higher level assignments of two weeks or less.

For employees on higher level assignments of 2 weeks and 1 day, the additional compensation shall begin on the first day the additional responsibilities are assigned by Management and shall end on the day the additional responsibilities are no longer performed.

In no event shall an employee receive compensation pursuant to this Section and receive out of class bonus pursuant to Article 13 for the same assignment.

The additional compensation provided in this section shall not constitute a base rate.

ARTICLE 15 CHANGE OF ASSIGNMENT

Permanent full-time employees in the Unit who received at least a competent rating on their last performance evaluation and who desire to be assigned to a different work location(s) in their department may submit a written request for such assignment listing the specific work location requested to their department's personnel office. For purposes of this Article, each hospital in the Department of Health Services shall be considered to be a department.

Requests submitted during the window period January 1 through January 31 will be granted priority status and will be addressed in seniority order. Requests for change of assignment submitted after January 31 shall be listed after the above requests in order of receipt. Each employee will be permitted to maintain 3 transfer requests on file. An employee transferred in accordance with this procedure may not submit a request for another new assignment until the next window period but will not be considered for voluntary transfer until a minimum of twelve (12) months have passed since the transfer. Management will submit to AFSCME, Local 119, a copy of all requests submitted during the window period.

When Management decides to fill a vacancy by transferring a current employee to such vacancy, Management shall review the requests for transfer currently on file. Management will then select one of the three (3) most senior qualified employees who would not need additional training. For purposes of this Article, seniority shall be defined as the total amount of continuous service in the classification and within the department. Management will notify AFSCME, Local 119, prior to filling any vacancy where a transfer request has been made.

Management shall provide AFSCME Local 119 a list of all work locations at all facilities where work is performed by employees represented by AFSCME, Local 119. During emergencies, the provisions of this Article shall be applied only to the degree practicable. When new facilities are instituted, the right to assignment changes under this Article shall be limited to the extent necessary to maintain an adequate, experienced work force in the remaining facilities.

ARTICLE 16 PERSONNEL FILES

An employee, or his/her 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 the employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding 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 signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but 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 signature and the 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.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed enveloped will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

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

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 referenced on such forms.

ARTICLE 17 PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or $100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.

3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.

2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 18 TRAINING

Section 1.

It is the intent of Management to allow employees in this Unit to attend in-service training and job-related seminars when Management determines it is both appropriate and work load will permit.

Section 2.

During the term of this Memorandum of Understanding, the Union and departmental management shall select one training monitor per department for each of the following classifications in a department: 7492 - Helicopter Mechanic, 7472 - Fire Equipment Mechanic, 7433 - Power Equipment Mechanic, and 6610 - Equipment Maintenance Worker. The training monitor is responsible for meeting quarterly with his/her respective departmental management to discuss, evaluate, and monitor the training needs of Bargaining Unit employees in the classification he/she has been selected to monitor.

The provisions of this Section shall only apply to the departments of Fire, Health Services, Public Works, and Sheriff.

Section 3.

Directed mandatory training, excluding travel time, shall be treated as hours worked.

ARTICLE 19 TOOLS

Section 1.

Management agrees to provide all tools for the positions in the following classes:

Assistant Automotive Equipment Inspector
Automotive Equipment Inspector
Equipment Maintenance Helper
Equipment Maintenance Worker
Garage Attendant I
Garage Attendant II
Power Equipment Mechanic Helper I
Power Equipment Mechanic Helper II
Senior Equipment Maintenance Worker
Tire Repair Worker

Any tool furnished an employee by Management shall remain County property.

Section 2.

The following classes shall continue to furnish their own hand tools:

Automotive Body Builder
Automotive Body Builder Apprentice
Body and Fender Apprentice
Body and Fender Mechanic
Fire Equipment Mechanic

Heavy Stationary Equipment Mechanic
Helicopter Mechanic
Power Equipment Mechanic
Power Equipment Mechanic Apprentice
Power Equipment Painter
Power Equipment Painter Apprentice
Senior Helicopter Mechanic

Section 3.

Management shall furnish power tools, specialized tools and heavy duty size tools.

Section 4.

Employees hired subsequent to July 1, 1976 to positions in those classifications listed in Section 2 above shall be required to furnish their own metric sized hand tools.

Employees who held permanent status in this Unit prior to July 1, 1976 shall not be required to furnish their own metric sized hand tools.

Section 5.

A. Employees will be responsible for taking proper care of their personal tools and County tools and will be held responsible for obvious neglect or misuse.

B. Management agrees to repair or replace personal hand tools, including personal hand tools modified with prior permission of supervision, which are broken or damaged in

County service. Any tool replaced shall be replaced with a comparable value tool. The damaged or modified personal hand tool that is replaced shall become the property of the County.

C. Management will replace personal hand tools lost through verified theft from County premises, provided that such loss is not caused by the employee's negligence. Verification of theft shall include at least a report filed with the appropriate law enforcement agency having jurisdiction.

D. Claims for repair or replacement of personal hand tools submitted under Paragraph B or C of this Section will be honored only for tools which have been listed on an appropriate inventory form filed with Management. Management reserves the right to review cases where there are repeated or high frequency claims for tool repair or replacement.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1. Purpose

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/her immediate supervisor.

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

Section 3. Responsibilities

1. AFSCME, Local 119, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor.

The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:

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

   B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. AFSCME, Local 119, agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

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/her written grievance, and to represent the employee 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/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

An employee may present his/her 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/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

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 AFSCME, Local 119 of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The AFSCME, Local 119 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 o f Understanding.

5. If the AFSCME, Local 119 representative elects to attend any formal grievance meeting, he/she 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 witnesses 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/her 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 requested from his/her departmental management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

A. Within ten (10) business days from his/her 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 the employee's 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/her

department.

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

B. Within ten (10) 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 ten (10) business days from his/her 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/her 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/her 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/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the department head, or his/her designated representative, AFSCME, Local 119 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/her 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/her 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 AFSCME, Local 119 desires to request that a grievance, which meets the requirement 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.

The written request shall set forth the specific issue or issues still unresolved through

the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. 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. 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.

6. 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.

7. 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.

8. 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.

9. 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:

Purpose

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 21 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 20, 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 an arbitrator. 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 Department of Personnel, 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 (1) no stenographic record of the hearing will be made, (2) there will be no representation by counsel, and (3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within 10 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 legislation 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 22 STEWARDS

It is agreed and understood by the parties to the Memorandum of Understanding that not more than one (1) Steward may be appointed for each forty (40) employees at a County facility. AFSCME Local 119 shall give each department head having employees in the Unit a written list of the names selected as Stewards which list shall be kept current by AFSCME Local 119.

AFSCME Local 119 agrees that whenever investigation or the 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. The President, Chief Steward or any other Steward desiring to leave 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 promptly unless such absence would cause an undue interruption of work. Not more than one of the above listed Officers and/or Stewards shall investigate or process any grievance through the second step of the grievance procedure (Article 20).

Upon entering other work locations, the Steward shall inform the cognizant supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be informed when the employee will be made available.

The President, Chief Steward and Steward shall perform the aforementioned duties without loss of pay.

Properly designated Officers and Stewards of AFSCME Local 119 will not be reassigned by Management without 30 calendar days notice unless agreed to by the employee, except in case of emergency.

ARTICLE 23 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME Local 119 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.

A. Within thirty (30) calendar days from the occurrence of the matter on which a complaint is based or within thirty (30) calendar days from its knowledge of such an occurrence where AFSCME Local 119 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME Local 119 may request in writing that a meeting to be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Administrative Officer. Such written 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 five (5) 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 ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME Local 119 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 heads who have authority to resolve the matter or their authorized representatives, including the Chief Administrative Officer or his authorized representative.

C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 20, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 20, of this Memorandum of Understanding.

It is further understood that this article is not intended as a substitute or alternative for the grievance procedures set forth in Article 20, of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the right of the parties or disagreements arising from the application of the terms of this 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 20 hereof.

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 deduction 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 employee in this unit who has 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 deductions 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 September 1st through September 30th, in any year of the contractby notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee's name, employee number, job classification, department name, and name of Union from which dues deductions 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 this Memorandum of Understanding, 30 percent 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 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 be responsible for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, then 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 a majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, 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, Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. 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.

E. 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 (1985). Such notice and procedure shall be provided to non-member agency fee payers for each year that the agency shop agreement is in effect.

F. 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 the 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 department payroll office. If the form is not completed and returned with 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 following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. 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.

H. 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 ACCESS TO WORK LOCATIONS

Authorized Union representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Union representatives shall comply with the regulations established in this Article, and that Union representatives shall not interfere with work operations of any department or district of the County.

Headquarters Work Locations

When visiting any department or district headquarters work location, Union representatives shall contact the personnel office prior to entering any work areas. The Union representative shall state the purpose of his visit, i.e., grievance investigation or observation of working conditions. The Management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

Field Work Locations

Union representatives desiring access to field work locations shall either telephone the appropriate Management representative responsible for the district, division or yard or shall personally contact such Management representative upon entering any work location under his

supervision. The Management representative contacted may deny access to a work location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

Union Representative List

The Union shall give to each department or district head having employees in the Unit a written list of the names of all authorized Union representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union representatives on the current list.

ARTICLE 26 LEAVE OF ABSENCE FOR UNION BUSINESS

Not more than one employee covered hereby, at written request of AFSCME, Local 119 and subject to Civil Service Rules, shall be granted a leave of absence without pay not to exceed one year for the purpose of conducting AFSCME Local 119 business with the County of Los Angeles.

The provisions of this Article do not apply to probationary and temporary employees.

ARTICLE 27 CONTRACTING OUT

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 Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Administrative Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business 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 have not

already been negotiated.

ARTICLE 28 EMPLOYEE LISTS

Section 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 6, Salaries. Such master list may be furnished by Management when requested by Local 119 no more than four (4) times a year. Local 119 is entitled to one list at no charge each year of the agreement. Local 119 shall pay to the County $100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing. Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 119 with the first master list without charge.

Upon Local 119's request the County will provide the master list in computer tape format following Local 119's payment to the County of an initial $500.00 programming fee.

Section 2.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 119 which will advise such employees that AFSCME Local 119 is the certified majority representative of the Unit.

ARTICLE 29 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 AFSCME Local 119 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 the Memorandum of Understanding in its entirety.

ARTICLE 30 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. 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 existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.

B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term 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 AFSCME Local 119 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME Local 119 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 119 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME Local 119 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

C. Except as specifically provided herein, 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 or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.

D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

E. 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 31 CONSULTATION

Section 1.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

Section 2.

Within 90 days of the effective date of this Memorandum of Understanding, the Department Head or his/her representative shall, upon request, consult with the President and Vice President or Chief Steward and the senior steward in the affected department regarding the implementation of other than a five-day, eight-hour workweek at selected facilities employing persons represented by AFSCME Local 119.

Subsequent consultations on this subject shall be held no more frequently than once quarterly during the term of this agreement.

ARTICLE 32 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, ordinances and 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 provisions of Federal, State or local law 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 or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 33 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 34 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 furlough, 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 35 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. Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to AFSCME, Local 119 and in coordination with the Chief Administrative Office Employee Relations Division offer to meet and consult with the Union within ten (10) business 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.

ARTICLE 36 ALTERNATIVES TO LAYOFFS

Section 1 Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and

b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2 Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 37 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME Local 119 representatives shall participate in new employee orientation for the sole purpose of providing employee information regarding Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 38 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Agreement:

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: (213) 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. Local 119's principal authorized agent shall be its President or his duly authorized representative (Address: 514 Shatto Place 3rd Floor, Los Angeles, California 90020; Telephone: (213) 487-9887).

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.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 36, LOCAL 119

By_____
Dean Tedtaotao
President

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVE

By_____
David E. Janssen
Chief Administrative Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (CONTINUED)

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 36, LOCAL 119	COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES
By_____	By_____
By_____	By_____
By_____	By _____
By_____	By _____
By_____	By _____

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
HEALTH FINANCIAL SUPPORT SERVICES
EMPLOYEE REPRESENTATION UNIT

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

BY AND BETWEEN

Authorized Management Representative (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")

Los Angeles County Employees Association, Local 660, SEIU, AFL-CIO (hereinafter referred to as "LACEA, Local 660, SEIU")

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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 by this Memorandum; 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 by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, Local 660, SEIU, was certified on March 26, 1993 by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Health Financial Support Services Employees Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes LACEA, Local 660, SEIU, 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 employee classifications listed in Article 59, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management agrees to recognize LACEA, Local 660, SEIU as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and LACEA, Local 660, SEIU has shown it has met the requirements of any such new rules.

ARTICLE 3 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 the Los Angeles County Code, required to implement the full provisions hereof; 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 4 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/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 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 LACEA, Local 660, SEIU principal authorized agent shall be the General Manager, or his/her duly authorized representative (Address: , 500 South Virgil Avenue, Los Angeles, California 90020; Telephone: (213) 368-8660)

ARTICLE 5 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 LACEA, Local 660, SEIU, 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 6 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 LACEA, Local 660, SEIU and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

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, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall this Memorandum of Understanding become effective prior to 12:01 a.m. on October 1,2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30,2006.

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of May 15 to May 31, 2006.

Negotiations shall begin no later than June 15, 2006. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2006, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Administrative Office/Employee Relations Division will meet and consult with SEIU Local 660 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Administrative Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU Local 660 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Administrative Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 660 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs

The Parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 660 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Purpose

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/her immediate supervisor.

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

Section 3. Responsibilities

1. LACEA, Local 660, SEIU, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:

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

   B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

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 Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

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

4. An employee may present his/her 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/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

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 LACEA, Local 660, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The LACEA, Local 660, SEIU representative has the exclusive right to represent employees 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. If the LACEA, Local 660, SEIU representative elects to attend any formal grievance meeting, he/she 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 witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 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/her 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 requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

A. Within ten (10) business days from his/her 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 the employee's Department Head. The Department Head has the authority to waive the

middle Management level if such a level is not appropriate because of the size of his/her department.

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

B. Within ten (10) 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.

Level 3. Department Head

A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, 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/her 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 and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

C. If the Department Head or his/her 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/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, LACEA, Local 660, SEIU 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/her 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.

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/her 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. Management shall notify the Union within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event LACEA, Local 660, SEIU desires to request that a grievance, which meets the requirement 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. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. 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. 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.

6. 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.

7. 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.

8. 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.

9. 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:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both 660 and Management must mutually agree to submit a qualifying grievance to grievance mediation.

3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 660 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.

4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 660, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between LACEA, Local 660, SEIU 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:

A. Where LACEA, Local 660, SEIU has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACEA, Local 660, SEIU 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 with copies to the Department Heads involved and to the Chief Administrative Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and 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 ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACEA, Local 660, SEIU, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Administrative Officer or his/her authorized representative.

C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to LACEA, Local 660, SEIU in writing, setting forth Management's decision and reasons therefore.

D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 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 this 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 procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, 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 an arbitrator. 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/her 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.

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/her 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. It is agreed that representatives of the Chief Administrative Office, Employee Relations Division, and Local 660, SEIU, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.

5. 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 1) 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.

6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 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 or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

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. Agency Shop Defined

It is mutually agreed by the parties that the term “agency shop” means that every employee represented by this 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, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. 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 Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. 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 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 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. 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 August 10 through August 31, 2006, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions 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 7. Union Responsibilities - Hudson Notice

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

Section 8. 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, with 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 the 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 following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, 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. Such list 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.

Section 10. 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 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU Local 660 representatives shall participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU Local 660 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 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 because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; 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 18 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 Union 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 negotiations pursuant to the Employee Relations Ordinance and where the Union 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 such 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 Union 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 19 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 provision 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 20 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.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU Local 660 and in coordination with the Chief Administrative Office Employee Relations Division offer to meet and consult with the Union within ten (10 business 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.

ARTICLE 21 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 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et.seq.) who perform functions comparable to County positions subject to demotion or layoff, and

b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or motion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or

CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Administrative Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and department management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 660, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Administrative Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

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's 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 pursuant to the conditions described below.

Section 2. Conditions

A. If an employee is assigned to an out-of-class assignment for more than twenty (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 thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

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*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

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

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

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 employee's 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 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 660 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 660 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 660, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her 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 regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the 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 shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability 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/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

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

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. 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 primary care giver (physician, nurse practitioner or nurse mid-wife), 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. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

LACEA, Local 660, SEIU requests for employee organizational leave shall be made in writing to the affected Department at least ten (10) business days in advance of the leave. LACEA, Local 660, SEIU may have not more than ten (10) employees in the Unit on leave of absence to accept employment with LACEA, Local 660, SEIU. These leaves are subject to the 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 LACEA, Local 660, SEIU 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. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA.

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

-- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Administrative Officer.

-- The Chief Administrative Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

-- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

-- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

-- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

-- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

-- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:

  -- EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

  -- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

-- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

-- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

-- An employee may take a total of one (1) year of EVTO with the following parameters:

  -- A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

  -- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

  -- Retirement service credit will not accrue during this period.

-- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

-- FLSA Exempt employees must request EVTO in full work day increments.

-- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

-- EVTO is not available to employees on any other paid or unpaid leave.

-- Department Heads may continue to approve other unpaid leave of absences.

-- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

-- EVTO will be actively encouraged by Management and Local 660 in order to achieve savings.

Special Unpaid Voluntary Time-Off

(60-Day Program)

Benefits Protected	Benefits Not Protected
Vacation Accrual	Jury Leave
Sick Leave Accrual	Bereavement Leave
Savings and Horizons Plan*	Witness Leave
Flexible Benefit Contributions	Civil Service Examination Leave
Step Advance	Weekend Pay
Retirement Service Credit**	Holiday Pay
Military Leave	

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, Local 660 may request a computer tape listing of the names, employee numbers, item numbers, item title, item sub., department numbers and pay location of all employees in the Unit. Every reasonable effort shall be made to provide the computer tape listing in the format specified by Local 660. Such computer tape listing may be requested up to four (4) times a year, it being agreed that Local 660 shall pay to the County $100.00 for each computer tape listing. Should Local 660 request a computer tape listing for this Unit and simultaneously request a computer tape listing for other Units represented by Local 660 the combined cost for such computer tape listing shall be $1000.00. If there is an increase in the cost of producing the computer tape listing during the term of this Memorandum of Understanding, the parties agree to meet to discuss the increase before it is implemented.

Management will make available to each new employee entering the Unit a card furnished by LACEA, Local 660, SEIU written as follows:

> LACEA, Local 660, SEIU has been certified as your majority representative. LACEA, Local 660, SEIU is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.
>
> If you want information, or if you wish to join LACEA, Local 660, SEIU, call (213) 368-8660 or see your Union Representative where you work.
>
> SEIU Local 660, 500 S. Virgil Avenue, Los Angeles, CA 90020.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORS

Section 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issues by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level 3 of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 660 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

County agrees to seek State and Federal funds available to the County for retraining and/or placement services for permanent employees terminated from service as a result of organizational restructuring ordered by the Board of Supervisors. County agrees to consult with Local 660 regarding Management efforts to obtain State and Federal funds for displaced workers.

Section 2.

The County agrees to work with Local 660 to seek State and/or Federal fund available to address identified employee retraining needs for employees represented by Local 660 adversely impacted as a result of re-engineering ordered by the Board of Supervisors.

Section 3.

Further, the County agrees to establish a training fund in the amount of $1.5 million in each year of this contract in the Department of Human Resources' Training Budget that will be dedicated to training and/or retraining employees represented by Local 660. Any balance from fiscal year 2003–2004 will be forwarded to fiscal year 2004-2005. Any balance from fiscal year 2004-2005 will be forwarded to fiscal year 2005-2006. In no event shall the total dollar amount, including any balance from any fiscal year (2003-2004, 2004-2005 and 2005-2006) exceed $1.5 million.

Section 4.

The parties further agree to create a Joint Labor-Management Committee to jointly administer the above funds. The Committee shall be limited to a total of sixteen (16) members Countywide. Eight (8) members shall be selected by Management and eight (8) members shall be selected by Local 660.

Section 5.

The primary purpose of the Training Fund in Section 3 is to provide retraining for employees adversely affected as a result of organizational restructuring and/or re-engineering ordered by the Board of Supervisors. In addition, the parties agree that the Joint Labor-Management Committee may utilize all, or any portion of, the training funds to enhance training and career development for employees in bargaining units represented by Local 660 during the term of this agreement.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 660 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Local 660 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 660 Units shall be appointed by the General Manager, LACEA, Local 660, SEIU.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized LACEA, Local 660, SEIU representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. LACEA, Local 660, SEIU representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the department head's or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. LACEA, Local 660, SEIU agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

LACEA, Local 660, SEIU 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 LACEA, Local 660, SEIU. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to LACEA, Local 660, SEIU, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

A. LACEA, Local 660, SEIU, recreational, Social and related LACEA, Local 660, SEIU, news bulletins;

B. Scheduled LACEA, Local 660, SEIU, meetings;

C. Information concerning LACEA, Local 660, SEIU, elections or the results thereof;

D. Reports of official business of LACEA, Local 660, SEIU, including LACEA, Local 660, SEIU, 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.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 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. Local 660 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, Local 660 may consult with the Chief of the 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 Local 660 within ten (10) days.

If Local 660 is not satisfied with the response of the Chief of the Disability Benefits Health and Safety Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 11. During such ten (10) days, consultation between the department head and Local 660 will take place.

Section 2.

Management and Local 660 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.

Section 3.

Management and Local 660 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infectious disease control, their causes and prevention. The Departmental Safety Representative or appropriate representative shall maintain accessible and complete first aid kits. The joint Committee shall ensure that such kits shall be distributed, as appropriate, among all departmental facilities, in all areas where bargaining unit members work. The Committee shall consist of two (2) representatives appointed by the Union and two (2) representatives appointed by Management. The committee shall meet quarterly.

Section 4.

Management agrees to provide bargaining unit members up to 16 hours of paid time in order to participate in union-sponsored health and safety training(s). This paid time shall be provided each year for the term of this agreement. The union shall consult with Management for the purpose of developing a training schedule and addressing any other logistical matters necessary to implement these training program(s).

It is understood that the union-sponsored training programs shall not relieve the County of its responsibility to provide health and safety training as required by applicable regulations or laws.

Section 5.

Management and SEIU Local 660 are committed to the use, purchase, and maintenance of microelectronic technology and, specifically, video display terminals (VDTs), in a manner which is safe and which complies with all applicable laws, OSHA regulations and guidelines and which complies with current NIOSH recommendations and guidelines.

Section 6.

Management shall develop and implement written policies and procedures to deal with on-the-job assault. Such policies shall address the prevention of assault on the job, the management of situations of assault, and the provision of the post-traumatic support and counseling for employees who have been assaulted by clients or the public.

Section 7.

No employee shall be encouraged or required to perform work that violates OSHA standards or any other laws and regulations.

Employees shall have the right to refuse unsafe work in accordance with applicable federal and state laws.

Section 8.

As determined by applicable law and regulations, Management shall provide the necessary education, training and protective equipment in order to protect employees from the occupational transmission of bloodborne and airborne infectious diseases.

ARTICLE 38 DEPARTMENT OF HEALTH SERVICES RESTRUCTURING

Section 1. Labor-Management Restructuring Council

During the term of this Memorandum of Understanding, the parties agree to continue the Labor-Management Restructuring Council. The number of members on the Council shall remain at the level existing on September 1, 2000. The work of the Labor-Management Restructuring Council shall include reviewing all restructuring initiatives within the Department of Health Services and making recommendations to Department of Health Services Management.

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to Department of Health Services restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within the Department of Health Services.

Section 2. Staffing

A. The Department of Health Services and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes required by restructuring in the Department.

If the County determines that a hiring freeze in the Department of Health Services is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers in the Department of Health Services and Position Status Reports for Health Services Units.

B. Both Labor and Department of Health Services Management recognize that staffing and workload issues are integral to continuing departmental restructuring, meeting 1115 Waiver mandates, providing quality patient care and assuring compliance with regulatory requirements.

Both Labor and Department of Health Services Management agree that the Labor-Management Restructuring Council will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Department and provide recommendations for action. This joint process will be initiated by January 31, 2001.

C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services restructuring plans or similar plans/programs ordered by the Board of Supervisors.

E. Within 120 days of Board of Supervisors approval of this MOU, DHS agrees to initiate the process for requesting the creation of a new classification entitled Interpreter, Medical Terminology. DHS agrees to meet with the union for the duration of the process pursuant to Section 5.04.090(A) of the County Code.

Section 3. Training

A. The parties agree to establish a Labor-Management Committee composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer the funds allocated for the training program negotiated as part of the 1115 Waiver. This Committee will begin meeting by January 31, 2001

B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in training funded by the 1115 Waiver training money for new positions created as a result of restructuring.

C. Throughout the term of this MOU, employees of the Department of Health Services who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. SEIU Local 660 and DHS will jointly monitor releases to ensure reasonable access to training.

Section 4. Reassignment/Involuntary Transfer within DHS

A. If the Department of Health Services determines that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series (for example, Staff Nurse to Clinic Nurse) that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU.

D. Whenever DHS has advance knowledge of specific facilities, or job classes that may be subject to reassignment, DHS Human Resources shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

E. The Department agrees, after all of the above has been completed, to give at least ten (10) business days' notice to any employee scheduled for reassignment.

Section 5. Patient Transport Teams (also known as Lift Teams or Escort Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Lift Teams in DHS facilities and will work together to overcome any economic barriers to implementation.

Upon written request of Local 660, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Lift Teams within DHS. The Work Group shall consist of a core of two Labor representatives, two Management representatives, and one representative from the Workforce Development Program. An additional two members each from Labor and Management will be added from each hospital where Lift Teams are being formed.

Section 6. Notification and Response to Disasters and Public Health Emergencies

The Department of Health Services is committed to maintaining a healthful working environment and continuing its compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and JCAHO.

A. Bioterrorism

1. The Department of Health Services has established a Decontamination Response Plan. The Department shall notify the union within 60 days of any proposed changes to the plan.

2. The Department of Health Services shall provide training on an ongoing basis to all employees involved in direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CAO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall make hand-held personal alarm devices available to employees working in psychiatric emergency departments in County

facilities. The budget for the personal alarms shall not exceed five thousand dollars ($5,000). The budget will be used to purchase, maintain, and replace broken or damaged alarms through the term of this MOU.

3. In the event of an attack on an employee by a patient, Management shall assist with making arrangements for medical attention and counseling services.

4. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify Local 660 as soon as practicable. Upon request by the union, the Department shall meet with Local 660 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

ARTICLE 39 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 660 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 40 UNION STEWARDS

Section 1. Legal Rights of Shop Stewards

Management recognizes that Local 660 Shop Stewards are the official on-site representatives of the Union, and as such are entitled to all rights and protections as defined by law and in this Memorandum of Understanding.

No steward shall be discriminated against because of the exercise of rights and duties as protected by law and the MOU. Any grievances under this section shall be expedited to the second level upon being filed.

Section 2. Access for Shop Stewards

Local 660 stewards shall have access to work locations and work areas for the purpose of conducting union business, including providing information, provided that the steward may not interfere with the work production of employees or the delivery of services to the public.

Upon arrival to a work area, the shop steward shall notify the concerned supervisor of his/her visit. If the stated time of the shop steward's visit to the work location would cause an undue hardship upon the department in the opinion of the department head or his/her designate, the latter shall explain such circumstances to the steward and will offer an alternative time most immediately following the requested time.

Section 3. Union Officers, Stewards, and Member Leave

Union officers and stewards of Local 660 shall be allowed reasonable time off without loss of pay to perform the responsibilities of their positions at County facilities as provided by the Employee Relations Ordinance and other applicable law.

Stewards may spend a reasonable amount of time necessary to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind.

The SEIU, Local 660 President, Vice-President and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 POSTING OF VACANCIES – DEPARTMENT OF HEALTH SERVICES AND MENTAL HEALTH

Management of the Departments of Health Services and Mental Health will post, within a reasonable time, promotional opportunities on a bulletin board or boards designated expressly for this purpose. Designated bulletin boards shall be located in an area which is centrally located and accessible to employees in this unit.

All written notification of examinations mentioned in this Article for which a bargaining unit employee could qualify based on a position's minimum requirements, which results in an advancement to a position of higher rank or grade involving an increase in pay, shall be faxed and/or e-mailed by the issuing facility to Local 660 Research Department immediately upon the issuance of the bulletin.

If a vacancy occurs in a work area for any classification in this bargaining unit, Management in the work area shall post timely notice of any such vacancies on bulletin boards accessible to employees. Such vacancy notice shall be faxed and/or e-mailed to the Local 660 Research Department immediately by the DHS or DMH office of Human Resources upon issuance of the notice.

This language shall not apply to any other department covered by this Memorandum of Understanding.

ARTICLE 42 PROMOTIONS

Upon the employee's request, Management shall discuss with the employee the reason(s) he/she was not selected for a promotion if the employee ranked higher on the Civil Service list than the employee who was appointed.

For the purpose of this Article, promotion shall be defined as advancement to a position of higher rank or grade involving an increase in pay.

ARTICLE 43 TRANSFERS

A. In the event that an employee desires to transfer to another facility, the employee shall submit a request for transfer to the director of the facility to which he/she desires to transfer. Management of the receiving facility shall maintain a list of employees desiring to transfer to that facility. Filling of vacancies pursuant to applicable reemployment lists shall occur in accordance with Civil Service Rules.

Should a vacancy occur, facility management shall consider the transfer opportunity of an employee in the order of date the transfer request was received. Should said employee be offered the opportunity to transfer to the facility that he/she has requested, and that employee refuses the offer, that employee's name is removed from the list.

B. An employee desiring to transfer may contact the following Personnel Officers:

DHS Administration – Kate Edmundson
5555 Ferguson Drive
Commerce, CA 90022
Tel: (323) 869-7133
Fax: (323) 869-0374

Public Health Programs & Services – Susan Montenegro
5555 Ferguson Drive
Commerce, CA 90022
Tel: (323) 890-7903
Fax: (323) 838-9548

Juvenile Courts
California Children's Services
AIDS Programs
Grant Programs

Coastal Cluster – Miguel Ortiz-Marroquin
1000 West Carson Street
Torrance, CA 90509
Tel: (310) 222-3234
Fax: (310) 328-8450

Harbor-UCLA Medical Center
Long Beach Comprehensive Health Center
Clinics assigned to Coastal Cluster

Antelope Valley Cluster – Janet Walters
44900 North 60th Street West
Lancaster, CA 93534
Tel: (661) 945-8301
Fax: (661) 723-1907

High Desert Hospital
Antelope Valley Rehab Centers

San Fernando Valley Cluster - Charles Canales
14445 Olive View Drive
Sylmar, CA 91342
Tel: (818) 364-3001
Fax: (818) 364-3011

Olive View Medical Center
Mid-Valley Comprehensive Health Center
Clinics assigned to San Fernando Valley Cluster

Southwest Cluster – Susan Montenegro
12021 South Bloomington Avenue
Los Angeles, CA 90059
Tel: (310) 668-3671
Fax: (310) 635-1449

King-Drew Medical Center
Augustus Hawkins Center
Humphrey Comprehensive Health Center
Clinics assigned to Southwest Cluster

Rancho Medical Center – Helen Medina
7601 East Imperial Highway. Building 500, Rm 114
Downey, CA 90242
Tel: (562) 401-7527
Fax: (562) 803-3486

Northeast Cluster – Susan Montenegro
5555 Ferguson Drive
Commerce, CA 90022
Tel: (323) 890-8313
Fax: (323) 890-8372

LAC/USC Medical Center
Hudson Comprehensive Health Center
El Monte Comprehensive Health Center
Roybal Comprehensive Health Center
Clinics assigned to Northeast Cluster

Mental Health – Patricia A. Morrison
550 South Vermont Avenue, 9th Floor
Los Angeles, CA 90020
Tel: (213) 738-4651
Fax: (213) 637-5892

C. In accordance with the Department of Human Resources policy, management of the Departments of Health Services and Mental Health will utilize the Transfer Opportunities Website (TOW) to post transfer information and vacancy announcements for members of this Bargaining Unit.

Employees who are members of this Bargaining Unit who would like to transfer to another facility should utilize the procedures outlined on this website.

ARTICLE 44 TECHNOLOGICAL CHANGE

When advance knowledge of the impact of pending changes in function, organization, or operations is available which result in the abolishment of positions, Management will make an intensive effort to either reassign or transfer affected employees to other comparable positions for which they qualify.

Technological change shall not be subject to arbitration, but shall be grievable and Local 660 shall not be precluded from seeking any other appropriate remedies.

If Management finds it necessary to introduce new technology (hardware or software); Management shall make an intensive effort to train the affected employees in order to obtain or maintain an acceptable level of proficiency in the new technology. Prior to the introduction of the new technology, Management shall consult with SEIU Local 660 and affected employees on the selection and implementation of technological changes.

Current bargaining unit work or new bargaining unit work which results from new or changing technology shall remain the work of the Bargaining Unit.

ARTICLE 45 AFFIRMATIVE ACTION

Within 90 days of the implementation date of this MOU and at the written request of Local 660, a Department of Health Services Affirmative Action Committee shall be convened. This Committee shall be composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the Department). All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the Department of Health Services.

ARTICLE 46 CONTINUING EDUCATION

Management recognizes the advantage of continued education for employees in this unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County time.

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

Management will ensure the availability of in-service training in areas that relate to the functions of the job for classes in this unit.

Notwithstanding the above provisions and pursuant to Civil Service Rules, where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may (A) use accrued leave time or (B) use up to two days of leave without pay per year for such attendance. In all instances, provisions of this Article will be subject to departmental staffing considerations.

ARTICLE 47 CONSULTATION AND TRAINING

In-House Training

Section 1.

Management shall provide timely training on current changes in laws, ordinances, policies and practices for all members of this bargaining unit.

Section 2.

During the term of this agreement, Management will offer employees two AIDS Awareness trainings.

Section 3.

At the request of Local 660 and within 90 days of the implementation of this MOU, Health Services management will meet and consult with the Union regarding their proposal for a classification study of supervisory clerical positions which are assigned to supervise a unit of Patient Resources Workers.

Within 30 days of the conclusion of the consultation with Local 660 on their proposal for a study, departmental human resources management will initiate a classification study of supervisory clerical positions assigned to supervise a unit of Patient Resources Workers.

Section 4. Recommendations on Patient Financial Services Workers

At the conclusion of the current negotiations on the restructuring of the duties of the Patient Financial Services Workers (PFSW) assigned to Unit 1 at the LAC-USC Medical Center, Health Services management will evaluate the applicability of the outcome of negotiations to other County Hospitals where the same restructuring of PFSW duties have occurred.

At the request of Local 660, Health Services management representatives will meet with the Union to discuss the department's recommendations.

At the request of Local 660 and within 90 days of the implementation of this MOU, Health Services Management shall meet with Local 660 to consider developing recommendations regarding restoring the PFSWI and PFSW II classifications.

Section 5.

Management and the Union agree to plan for the implementation of the following:

1. Upgrading their financial screening staff to Patient Resources Workers (PRW's) so that appropriate financial screening can be performed. It is necessary to have the appropriate level of staff with the knowledge of the various programs available to the patients to ensure complete financial screening.

2. Financial screening, registration staff at the hospitals, Comprehensive Health Centers and Health Centers reporting to the hospital Revenue Management.

3. The best efforts of bargaining unit members to develop a billable resource for each patient shall be exhausted.

4. The parties agree to establish a joint Labor-Management Committee to evaluate and locate readily accessible storage and break space within the facilities.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

ARTICLE 48 VACATIONS

Section 1. Vacation Deferral

The parties agree jointly to recommend to the County's Board of Supervisors for implementation and adoption by amendment to the applicable Code that when requested by the employee and authorized by the department head vacation time may be deferred for more than one year; provided, however, an employee's maximum current and deferred vacation accrual shall not exceed 40 days at any time.

Section 2. Vacation Scheduling

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare and post a vacation schedule for all employees in each work facility in a timely manner.

2. The employee with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.

3. Having once made such a choice, no employee may change his vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.

4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next annual vacation schedule is prepared.

5. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department. An employee may exercise his/her seniority only within the work location to which he/she is permanently assigned.

6. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employee in the order of their County seniority.

7. For the application of this provision, each County medical facility shall be considered as a separate department.

ARTICLE 49 WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by Chapter 6.12 of the Los Angeles County Code.

Section 1. Work Day and Work Week

The work day shall be eight (8) consecutive hours, exclusive of lunch periods. Each eight-hour shift shall include two rest periods, one scheduled during each half of the assigned shift. The work week shall be five (5) consecutive days, except as provided in Section 3.

Section 2. Work Shifts

Employees' work shifts shall not be changed without written notice to the employee at least ten (10) working days prior to the effective date of the change except as provided in Section 3.

Section 3. Emergencies

Nothing herein shall be construed to limit the authority of Department Management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignment shall not extend beyond the period of emergency.

An emergency shall be defined as the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county,

city and county, or city, caused by such conditions as air pollution, fire, flood, storms, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

Section 4.

Health Services management will make all reasonable efforts necessary to locate and provide sufficient interview space for employees in this Unit.

Section 5. Alternative Work Schedules

Employees may request in writing, alternative work schedules such as, but not limited to, a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond, in writing, to an employees request within 15 calendar days.

If the request is denied, management shall note the reason why. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 50 MILEAGE

The parties agree that the provisions of the Memoranda of Understanding regarding Mileage, between the County of Los Angeles and Local 660 SEIU, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 51 BILINGUAL BONUS

The parties agree that the provisions of the Memoranda of Understanding regarding bilingual bonus between the County of Los Angeles and Local 660 SEIU, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit. If an employee is not receiving a bilingual bonus, he/she is not required to communicate in second language in the course of his/her duties.

ARTICLE 52 WORKLOAD

Section 1.

Whenever an employee feels that the workload set by his immediate supervisor requires a work effort that the employee cannot attain or maintain, the employee may file a grievance requesting that his workload be reduced to a reasonable level.

Prior to filing such a workload grievance, the employee will discuss the matter with his immediate supervisor in an attempt to resolve the dispute.

The intent of this section is that an employee in a classification will not have a significantly higher workload than other employees in the same classification or unit of work.

In response to the grievance, and in lieu of following the usual grievance procedure, the Management and Local 660 may jointly request either the CAO's work measurement group or another mutually agreed on source to conduct a work effort study within forty-five days of receipt of the grievance.

During this interim period, the employee shall make a good faith effort to accomplish the assigned tasks, and in response to the good faith effort, Management will not impose disciplinary action on the employee while the "work effort study" is in progress. The study will be reported to the parties within forty-five days, and they will use the objective report as a basis for reaching a resolution of the grievance. If the parties fail to reach agreement, the Management is then free to exercise discipline against the employee. However, suspension, reduction, discharge and reference of disputed work performance in the

employee's performance evaluation will be suspended pending an arbitration award in the event Local 660 within ten days following the failure to resolve the problem files for arbitration. The parties mutually agree that the arbitrator's award must be rendered within seven business days of the close of the hearing. If the award is not rendered, Management is no longer precluded from proceeding with suspension, reduction, discharge, or reference of disputed work performance in the employee's performance evaluation.

If the parties do not mutually agree to the study referenced above, the normal grievance and arbitration procedure shall be followed.

Section 2.

When the Management makes major changes (greater than 10%) in the workload of an entire force (group-section-office-etc.) Local 660 may at any time after twenty days, but not later than forty-five days, time being of the essence, following the effective date of the change, file a Grievance-General in Character challenging the effect of the change as imposing an unreasonably burdensome workload on the affected employees.

During the interim period, the employees will make a good faith effort to accomplish the new workload. In exchange for the good faith effort, the Management will not take disciplinary action during and with respect to the interim period against those employees who do not meet the increased workload requirement. Action may be taken at any time against employees who do not make a good faith effort.

ARTICLE 53 LEGAL REPRESENTATION

Upon request of 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, and County will pay any judgment so rendered against the employee.

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 Government 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 the said Government Code.

ARTICLE 54 DISCIPLINARY ACTION

If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee copies of any documents or written statements used by the department as a basis for its action. If the employee grieves the action, the department will, upon written request of the employee, furnish the employee organization representative copies of any such documents or written statements. Prior to filing any material, except routine personnel and salary notification and confidential matters gathered from other employers and agencies at time of hiring, the employee shall be given an opportunity to read and initial the material. If the employee refuses to initial, the employee's representative will be so informed.

ARTICLE 55 LOCAL 660 REPRESENTATION

Section 1.

Departmental Management will recognize employees designated by Local 660 as representatives only upon receipt of a written list of the names and locations of the employees so designated. Within thirty (30) days of the date of this agreement, the Union will furnish the departmental Management with such a list and will keep it current. Employees not on such list will not be recognized as representatives. The number and location of representatives will be determined by agreement between the departmental Management and the Union.

Section 2.

Representatives will be permitted reasonable time off without loss of pay for the investigation and processing of grievances up to and including the Department Head level. This section does not preclude the processing of a grievance by a representative at a higher level at the expense of the Union.

Section 3.

The Union agrees that whenever investigation or processing of formal grievances is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. Time spent on the investigation and processing of formal grievances will be recorded on a form provided by Management. When required to leave his work location to investigate or process a grievance, the representative shall report to his immediate supervisor and advise him of his intent. Permission to leave will be granted by the supervisor promptly unless the absence will

cause a hardship upon the department which could not be alleviated without the representative's continued presence. In such case, the representative will be advised on an alternate time as soon following as possible. Upon completion of the investigation or processing of the grievance, the representative will report back to his immediate supervisor whose responsibility it shall be to note the time of leaving and return to the department. Upon arriving at work location, the representative shall inform the concerned supervisor of his presence and the reason therefore. Said supervisor will grant the employee involved permission to leave the job promptly unless the employee's absence from the work station would cause a hardship upon the department. In such event, the representative will be informed of a time most immediately following when the employee will be available.

Section 4.

Management will make every reasonable effort not to transfer a Union Steward to another work site or work shift if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

Section 5.

Management shall make every reasonable effort to provide equitable access to meeting space and facility grounds so that SEIU Local 660 can conduct union activities in accordance with the rights of the exclusive bargaining agents, the Employee Relations Ordinance and other applicable law.

ARTICLE 56 LAYOFF OR REDUCTION PROCEDURE

In the event of an anticipated layoff or reduction, Department Management will notify Local 660 and the Department Management and Local 660 will meet promptly to develop a layoff or reduction procedure in accordance with applicable Civil Service Rules.

ARTICLE 57 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. On or after October 1, 1995, at the employees option, CTO earned during the period October 1, 1993 - June 30, 1994, and remaining on the books may continue to be taken as time off, subject to Management's approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

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 l983-85 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. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may

consider special skills required to perform particular work and shall make available the acquisition of special skills to all employees in the same classification in the same organizational work unit and work location based on departmental needs.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 58 SPECIAL PAY PRACTICES

Section 1. Night Shift Differential

Evening shift employees shall receive a premium of one dollar ($1.00) per hour. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m.

Night shift employees shall receive a premium of one dollar ($1.00) per hour. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Section 2. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 57, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, 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 pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back.

Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

ARTICLE 59 SALARIES

Section 1. Recommend Salary Adjustment

The parties, SEIU, Local 660(Bargaining Policy Committee) and the County jointly agree, subject to the Board's Declaration of a Financial Crisis as defined in Section 1(A), to recommend to the County's Board of Supervisors that said Board adopt and implement the following general salary movement ten (10) salary levels effective 1/1/05, and ten (10) salary levels effective 1/1/06 applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9180	COMMUNITY HEALTH PLAN MARKETING REP	CURRENT		72J	3020.91	3742.45
		01/01/2005		73H	3095.18	3834.91
		01/01/2006		74G	3171.36	3929.27
9193	PATIENT FINANCIAL SERVS WORKER	CURRENT		67E	2617.45	3241.64
		01/01/2005		68D	2681.91	3321.55
		01/01/2006		69C	2748.27	3403.55
9192	PATIENT RESOURCES WORKER	CURRENT	N3	59E	2350.27	2617.45
		01/01/2005	N3	60D	2409.00	2681.91
		01/01/2006	N3	61C	2469.00	2748.27

A. 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 59, Section 1 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 having a County-wide implication.

If a declaration of financial emergency is made, then any prospective scheduled salary increases for the fiscal year found in Article 59, Section 1 are cancelled and the parties shall re-open 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.

The provisions of Section 1(A) shall terminate on September 30, 2006.

B. OPTIONS/SALARY – COORDINATED BARGAINING

At SEIU Local 660's sole option, the Union may re-open the 2003-2006 Fringe Benefit MOU (Article 8, Options) and the Individual Unit Contracts (Salary Article) for the purpose of negotiating a shift of general movement salary dollars to increase the County's Options (Health Insurance) contribution in 2005 and/or 2006.

Section 2. Vacation for Pay Program

On or after October 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to Management, and within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this Article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 3. 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 Human Resources, 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 Evaluations 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 4

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, 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.

It is the intent of the parties that this Appendix is provided for Informational purposes only and shall not be subject to Arbitration.

APPENDIX

Your Rights Under The Family and Medical Leave Act of 1993

FMLA requires covered employees to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons For Taking Leave:

Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or the employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

- The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness-for-duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any group health plan.
- Upon return from FMLA, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts By Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA.
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violation.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family and medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division listed in most telephone directories under U.S. Government, Department of Labor.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, DC 20210

WH Publication
June, 1993

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.

LOS ANGELES COUNTY EMPLOYEES ASSOCIATION, LOCAL 660, SEIU, AFL-CIO	COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES
By_____	By_____
General Manager LACEA, Local 660, SEIU, AFL-CIO	David E. Janssen Chief Administrative Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

LOS ANGELES COUNTY EMPLOYEES ASSOCIATION, LOCAL 660, SEIU, AFL-CIO

By_____

By_____

By_____

By_____

By_____

By_____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By_____

By_____

By_____

By_____