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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

September 7, 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 BARGAINING UNITS 131, 132, 501, 502, 511 AND 512 (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 unit:

   - CAPE
     - Unit 131: Appraisers
     - Unit 132: Supervising Appraisers
     - Unit 501: Professional Engineers
     - Unit 502: Supervising Professional Engineers
     - Unit 511: Engineering Technicians
     - Unit 512: Supervising Engineering Technicians

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We have concluded negotiations and are submitting for your approval the successor MOUs for the individual bargaining units listed above.

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

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

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

FACTS AND PROVISIONAL/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

There is no change to current services.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
JMG:rld

Attachments

c: County Counsel
Auditor-Controller

MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE APPRAISERS NON-SUPERVISORY EMPLOYEE REPRESENTATION UNIT

This MEMORANDUM OF UNDERSTANDING made and entered into this 7th day of September, 2004,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")
AND	CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES (hereinafter referred to as CAPE or "Union")

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ARTICLE 1 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, CAPE was certified on April 23, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-94-69) as the majority representative of County employees in the Appraisers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE as the certified majority representative of the employees in said Unit. The term "employee" or "employees"" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission:

Item No.	Title
1957	Senior Deputy Field Assessor
1960	Appraiser Trainee
1958	Appraiser Assistant
1962	Appraiser
1965	Appraiser Specialist I
1969	Appraiser Specialist II
1978	Assistant Property Assessment Specialist
1979	Property Assessment Specialist

Section 2. Exclusive Recognition

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

ARTICLE 2 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, or disability.

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 Los Angeles County Code, required to implement the full provisions of Articles hereof; and

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

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be thereafter null and void.

ARTICLE 4 TERM

The provisions 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 in accordance with the provisions of Article 5, Renegotiation.

In no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on March 1, 2003.

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 from May 15, 2006 through May 31, 2006 its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2006. 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 15, 2006 unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

Section 1A. Recommended Salary Adjustments

The parties agree to jointly 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 indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1962	APPRAISER	CURRENT	NY	72J	3020.91	4904.00
		10/01/2004	NY	73H	3095.18	5026.55
		10/01/2005	NY	74G	3171.36	5152.36
1958	APPRAISER'S ASSISTANT	CURRENT		62J	2309.55	2864.00
		10/01/2004		63H	2367.73	2934.00
		10/01/2005		64G	2427.00	3006.18
1965	APPRAISER SPECIALIST I	CURRENT		86J	4399.55	5465.91
		10/01/2004		87H	4509.64	5602.09
		10/01/2005		88G	4622.18	5742.09
1969	APPRAISER SPECIALIST II	CURRENT		88J	4644.91	5770.45
		10/01/2004		89H	4761.09	5914.82
		10/01/2005		90G	4880.00	6062.45
1960	APPRAISER TRAINEE	CURRENT		F		2683.47
		10/01/2004		F		2750.56
		10/01/2005		F		2819.32
1978	ASST PROPERTY ASSESSMENT SPECIALIST	CURRENT		78J	3547.09	4399.55
		10/01/2004		79H	3634.09	4509.64
		10/01/2005		80G	3724.09	4622.18
1952	INTERMEDIATE DEPUTY FIELD ASSESSOR	CURRENT		65K	2511.00	3110.09
		10/01/2004		66J	2573.18	3186.82
		10/01/2005		67H	2636.55	3265.36
1979	PROPERTY ASSESSMENT SPECIALIST	CURRENT		86J	4399.55	5465.91
		10/01/2004		87H	4509.64	5602.09
		10/01/2005		88G	4622.18	5742.09
1957	SENIOR DEPUTY FIELD ASSESSOR	CURRENT		73J	3102.64	3844.18
		10/01/2004		74H	3179.09	3938.82
		10/01/2005		75G	3257.45	4036.45

Section 1B. 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 Section 1A of this Article, no later than October 1st 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 of Federal reduction in revenues and/or a shift in costs resulting in major increased expenditures.

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

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

This Section will sunset on September 30, 2006.

Section 2.

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 salaries were determined independently of race, gender, age, or national origin.

Section 3.

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.

ARTICLE 7 SPECIAL PAY PRACTICES AND PROVISIONS

Section 1. 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 minimum payment of four hours' pay at the rate of time and one-half.

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 workday 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.

Section 2. Superior Subordinate Pay

The Director of Personnel shall authorize compensation for a supervisor at a rate of $1.00 per month more than the base rate of his highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

Section 3. Laundry Allowance

A laundry and dry cleaning allowance of $20.00 per week is to be paid to Appraisers assigned to work outside the County of Los Angeles for periods in excess of 14 calendar days.

Section 4. Travel Expense

Employees covered herein who are required to travel on County business shall be entitled to reimbursement for expenses pursuant to Section 5.40.060 of the County Code.

Rates will be adjusted pursuant to the procedures and provisions contained in Section 5.40.095 of the County Code.

Section 5. Leave Day

Employees covered herein who, as a result of their assignment, are required to be absent from Los Angeles County for a period of twenty-five (25) consecutive calendar days or more shall receive one-half (½) day leave at regular pay, for each weekend spent out of Los Angels County as a result of their assignment, subject to a limit of eight (8) days per employee per fiscal year. In addition, employees absent from Los Angeles County for a period of thirty-five (35) consecutive calendar days or more shall receive an additional one (1) full day leave at regular pay.

Section 6. Trips Home

Any person covered by this contract shall be entitled to make one trip home at County expense for each thirty (30) consecutive calendar days that person is assigned to work outside of the County of Los Angeles.

Section 7. Telephone Calls Home

Any person covered by this contract shall be entitled to make one telephone call home at County expense for each 7 consecutive calendar days that person is assigned to work outside the County of Los Angeles.

Section 8. Advanced State Certification

Any person who is employed on a permanent, full-time position covered by this contract will receive additional compensation of $55.00 per pay period ($110.00 per month) commencing July 1, 2000 if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization as of June 30, 2000, as described in Section 671 of the Revenue and Taxation Code.

Any person, who earns an advanced Appraiser Certification on July 1, 2000 or after, will receive the $55.00 per pay period ($110.00 per month) additional compensation effective the first day of the following calendar month in which the Certification is issued.

The parties agree that employees may use County time when taking the examination for Advanced State Certification if the examination is taken in Los Angeles County.

The parties further agree that during the term of this MOU upon the Union, CAPE's, request, Management and the Union will for one time only, meet and consult on the possible increase to the additional compensation provided in this Section.

Section 9. Performance Evaluations

Any reference to production rates in performance ratings will be within the guidelines promulgated by the Assessor Department in Operating Practice #2342-1-0.

Section 10. 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 any employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval upon his/her request he/she shall be returned in an assignment in his/her own classification until notified of the CAO's approval in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Perform all the significant duties of a higher level class for more than 20 consecutive working days. 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 salary schedules. In this case, the bonus shall be the difference between the two classes.

2. 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. In this case, the bonus shall be two standard salary schedules.

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. 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 13 for the same assignment.

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

Section 11. Professional Association Dues

Management agrees to pay up to $60 annually for reimbursement of dues for the following professional associations:

- International Association of Assessing Officers (IAAO)
- Society of Auditor Appraisers (SAA)
- Appraisal Institute
- American Society of Appraisers (ASA)

The parties further agree that during the term of this MOU upon the Union, CAPE's, request, Management and the Union will for one time only, meet and consult on the possible increase to the additional compensation provided in this Section.

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. Non-Exempt Employees

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.

Employees may elect to accrue up to 30 hours of FSLA overtime worked to be used as compensatory time off in lieu of pay, at the rate of time and one-half (1 ½) for each hour of overtime worked. This accrued time is to be used as compensatory time off in lieu of pay within the end of the following calendar year.

Section2. Distribution of Overtime

Management shall assign overtime worked 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.

Section3. 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 obligation.

Section 4. 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 5. Department Head Authority

Department Heads may pay overtime to exempt employees in lieu of compensatory time off when the Department Head deems it essential to the effective operation of the department and its mission, subject to approval of the Chief Administrative Office.

Section 6.

On or after March 1, 2000, 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.

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 the Unit.

ARTICLE 10 BULLETIN BOARDS

Management will furnish CAPE bulletin board space not to exceed 17" x 27" at reasonable locations. The boards shall be used only for the following subjects:

A. CAPE recreational, social and related news bulletins;

B. Schedule CAPE meetings;

C. Information concerning CAPE elections or the results thereof;

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

E. Any other written material which first has been approved by the Assessor or his authorized representative.

Prior to posting, any material shall be initialed by an authorized representative of both CAPE and the Assessor.

In cases where CAPE 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 CAPE at the 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. CAPE 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 area representative to the local facility safety office.

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

If the area representative is not satisfied with the response of the safety officer, a CAPE representative 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 Assessor and CAPE of his findings, and recommendations, if any.

Section 2.

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

ARTICLE 12 WORK SCHEDULES

Section 1. Schedule Changes

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior notice of five working days to the concerned employee.

Upon management deciding to modify the workweek by adding Saturday, Sunday, and/or evening hours, there shall be an equitable distribution of said hours by classification among all the employees in the unit.

Section 2. Emergency Schedule Changes

Nothing herein shall limit the authority of the Assessor to make 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 such emergency.

Section 3. Alternative Work Schedules/Telecommuting

Employees may request an alternative work schedule such as a nine (9) day, 80-hour two 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.

Nothing herein shall limit the authority of the Assessor to make changes to the workweek or daily shift times, as provided for in Section 1.

Individual employees may request to telecommute. Management will select those persons to participate in telecommuting, and will determine the parameters of the telecommuting program. All employees will be deemed eligible to participate in telecommuting unless Management determines that the individual employee cannot effectively telecommute because of his/her skills, work assignment, experience or prior performance. It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either Management or the participating employee.

ARTICLE 13 OUT-OF-CLASS ASSIGNMENT

Section 1. Definitions

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

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid for 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 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 classification 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. 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 PARTICIPATION IN TUITION REIMBURSEMENT PROGRAM

Section 1.

The Assessor's Department is encouraged to implement the provisions of the County Code, Chapter 5.52, Tuition Reimbursement Program. In conformance with the provisions of Section 5.52.030 of the County Code, Departmental Advisory Committee, the Assessor Department Committee on Tuition Reimbursement shall include at least two employees from this unit on said committee. No more than one employee may represent each of the Real Property and Personal Property sections.

Section 2.

The Committee shall meet to review courses requested by employees under provisions of the County approved tuition reimbursement plan in order to recommend courses and classifications eligible for such courses to be included in the annual tuition reimbursement request.

Section 3.

The Committee will meet at least once during the term of this Memorandum of Understanding, at a time to be designated by the Assessor's Department Management.

Section 4.

The Committee will further meet upon the written request of the employee representatives on the Committee, at a timely mutually acceptable to departmental management and employee representatives, provided such written request is

accompanied by a written agenda and includes subjects appropriate to be discussed under this article. However, in no event shall the Assessor's Department be required to meet more than two times under provisions of this section.

Section 5. Reimbursement-Required Books

Employees shall be reimbursed for the cost of the required book(s) used under provisions of the Tuition Reimbursement Program.

ARTICLE 15 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 pay check 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. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.

3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.

4. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute pay check 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 16 CONSULTATION COMMITTEE

Assessor Department Management agrees to consult in accordance with the provisions of Section 6 (a) of the Employee Relations Ordinance of Los Angeles County on matters of mutual interest. The Consultation Committee will include two employees from this Unit. A representative from CAPE may also attend these meetings.

Scheduling of Meetings

Meetings of the Consultation Committee will be held at least two times each month, unless mutually waived, provided that Assessor Department Management is given adequate notice and a written agenda is submitted prior to the meeting.

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. 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 a 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. CAPE 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 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 grievance to the proper agency or authority.

   C. CAPE 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 of 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 CAPE of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. A CAPE 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 CAPE 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

Step 1. Supervisor

A. 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 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 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 a written decision to the employees.

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

D. 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, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the department head or his designated representative, CAPE 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 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 within 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.

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, will not be referred to arbitration.

3. In the event CAPE desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County Department Head or Officer affected, which written request shall:

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

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

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

5. Prior to a hearing by an arbitrator, a representative of the County and CAPE 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 CAPE cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

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

7. The decision of the arbitrator shall be binding upon CAPE. 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 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
Implementation
Term
Renegotiation
Non-Discrimination
Safety and Health
Payroll Deductions and Dues
Authorized Agents
Provisions of Law

ARTICLE 18 GRIEVANCE - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE 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 either CAPE 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 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; the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Director of Personnel or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

C. Within thirty (30) 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, 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 disagreement 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 the 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 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 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.

D. 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, will not be referred to arbitration.

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 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 selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

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

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

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

9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the

County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

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

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 20 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of Employee Representatives agreed upon by CAPE and the Assessors Department. CAPE shall give the Assessor and the Chief Administrative Office a written list of the names of employees selected as Employee Representative which list shall be kept current by CAPE and only employees designated as authorized Employee Representative will be recognized by the County.

CAPE agrees that whenever investigation or the processing of a formal grievance 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. Employee Representatives 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.

Upon entering other work locations, the Employee Representative shall inform the 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 Employee Representative will be informed when the employee will be made available.

The Employee Representative 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 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 1 to September 30, 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 deduction are to be canceled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If any time during the term of the this Memorandum of Understanding, thirty (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 of its choosing during the term of this Memorandum of Understanding to determine whether a majority of the employees in the bargaining unit covered by this agreement 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 result 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 casts 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 through the Employee Relations Commission 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 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.

If a majority of those employees voting, vote in favor of an agency ship, 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 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 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 who has historically held conscientious objections to join 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 funds shall be collected through payroll deduction and remitted to the Union. The Union shall forward such funds 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 and 2 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

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 for in Chicago Teachers Union Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066b (1986). Such notice and procedures shall be provided to non-member agency fee payers in 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, 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; or pay an Agency Shop Fee to the Union; or execute 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 both the Union and departmental payroll office. If the form is completed and returned within thirty (3) working days, the County Auditor shall commence and continue a payroll deduction of an Agency Shop Fee, from the regular pay warrants of such employee.

The effective date of deducting Union dues, 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 Auditor-Controller will furnish the Union with monthly lists of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, 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. The employee lists shall be provided to the Union at costs to be determined by the Auditor-Controller.

Section 5. 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 CAPE shall have access to the County's facilities during work hours for the purpose of conducting grievance investigations and observing working conditions. 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.

CAPE shall give to the 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 CAPE. Access to work locations will only be granted to representatives on the current list.

New Employee Orientation

Management agrees to allow CAPE representatives to make a presentation of thirty (30) minutes or less on the benefits of CAPE membership to each class of new employees entering the Unit.

Additionally, Management agrees to furnish each new employee entering the Unit with a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations Ordinance, the status of CAPE as the certified majority representative, and material related to the services and employee benefit programs offered by CAPE. CAPE shall inform employees that the County does not endorse any of the benefit programs offered by the Union.

Employee Lists

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, 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 Agreement. This employee lists provided to CAPE at a cost to be determined by the Auditor-Controller

ARTICLE 23 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 24 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 25 NOTICE OF LAYOFF

Section 1 Board Policy on Work Force Reductions

It is the intent of the parties during the term of this MOU to comply with the June 21st 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 26 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 this personnel file, an employee may request and have any written warnings and/or reprimands issued more than two years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 27 TRANSFERS

Section 1.

Permanent full time employees in the Unit shall annually submit a preference request for work (pay) location assignment. Each employee shall submit up to three (3) choices for work (pay) location for the coming year. Requests shall be made only for assignments for which the employee is eligible by virtue of classification and experience. Preference requests filed herein shall be valid for a period of one (1) year from the designated last date of filing and must be renewed annually.

If a position becomes vacant, it will be at the sole discretion of the department head whether the position is to be filled by promotion or transfer. If the position is to be filled by transfer, any current requests for transfer which are on file shall be reviewed by management.

Section 2.

The affected employee shall be given at least five (5) business days prior notice of any such change in work reassignment.

Section 3.

All employees in this unit will receive mileage reimbursement for miles driven from their home to their actual work location in excess of those miles required to reach the office nearest their home. This change shall be effective the first day of the first month following the date of implementation. The definition of work location in this Section is

that the Hall of Administration is one work location and each Regional/Area Office that has a separate street address is one work location.

No employee in the Unit will be transferred for disciplinary reasons.

Section 4. Temporary Transfers

Temporary transfers shall be made only for temporary emergency situations; for example, covering a position during the absence of an incumbent where his/her return to work is anticipated, to assume responsibility for increased workload for a limited period, or to participate in a special project which will last for a limited period of time.

Section 5. Special Assignments

Nothing in this Article shall preclude assignment of an employee to an assignment for which the employee has no relevant work experience or proper classification in the event that both the employee and departmental management agree that such assignment is in the best interest of both the department and the employee.

ARTICLE 28 TRAINING

The Department of the Assessor agrees that it will provide a minimum of 24 hours of State Board of Equalization required annual training to appraisers who possess or hold an Advanced State Certification and a minimum of 24 hours of State Board approved training to all other appraisers. The training will be provided by the Department and will be conducted during the regular work day. The Department will continue to grant paid time off for employees in the unit to attend seminars sponsored by such associations as the International Association of Assessing Officers Chapter, and the Society of Auditor-Appraisers for the purpose of appraiser personnel gaining credit towards the training required to maintain their appraisal certificate.

The Department may grant paid time off for appraisal personnel to attend other State Board of Equalization approved training seminars to pick up the above referenced required training. Such approval will be at the sole discretion of management.

ARTICLE 29 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 to 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 agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or, except by mutual agreement, 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 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 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 CAPE nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually or 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 32 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all 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 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 AUTHORIZED AGENTS

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

A. Management's principal authorized agent shall be County's Chief Administrative Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (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. CAPE's principal authorized agent shall be the CAPE Board of Directors' duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400).

ARTICLE 34 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this Article, a classification study is a study by the Department of Human Resources, 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 process 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.

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

Section 4. Acknowledgment and Follow-up Reports

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

It is further agreed that if within 90 days no action has been taken on an employee-initiated study, the department's Personnel Office shall provide a progress report to the employee and to the union upon request.

ARTICLE 35 NEW EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, 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 Agreement.

This employee list shall be provided to CAPE at a cost to be determined by 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.

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES

By Brian C. Brooks

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Chief Administrative Officer

SIGNATURE PAGE (Continued)

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES

By _____

By _____

By _____

By _____

By _____

By _____

By _____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Assessor

By _____

By _____

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE SUPERVISORY APPRAISERS EMPLOYEE REPRESENTATION UNIT

This MEMORANDUM OF UNDERSTANDING made and entered into this 7th day of September, 2004,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")
AND	CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES (hereinafter referred to as CAPE or "Union")

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ARTICLE 1 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, CAPE was certified on April 23, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-94-69) as the majority representative of County employees in the Appraisers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE as the certified majority representative of the employees in said Unit. The term "employee" or "employees"" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission:

Item No.	Title
1968	Supervising Appraiser
1970	Principal Appraiser
1980	Senior Property Assessment Specialist
1981	Principal Property Assessment Specialist

Section 2. Exclusive Recognition

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

ARTICLE 2 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, or disability.

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 Los Angeles County Code, required to implement the full provisions of Articles hereof; and

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

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be thereafter null and void.

ARTICLE 4 TERM

The provisions 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 in accordance with the provisions of Article 5, Renegotiation.

In no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on March 1, 2003.

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 from May 15, 2006 through May 31, 2006 its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2006. 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 15, 2006 unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

Section 1A. Recommended Salary Adjustments

The parties agree to jointly 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 indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1970	PRINCIPAL APPRAISER	CURRENT	NW	93B	5229.00	6857.09
		10/01/2004	NW	94A	5359.00	7028.00
		10/01/2005	NW	94L	5492.64	7203.45
1981	PRINCIPAL PROPERTY ASSESSMENT SPEC	CURRENT	NW	93B	5229.00	6857.09
		10/01/2004	NW	94A	5359.00	7028.00
		10/01/2005	NW	94L	5492.64	7203.45
1980	SENIOR PROPERTY ASSESSMENT SPEC	CURRENT		89J	4772.82	5929.36
		10/01/2004		90H	4892.00	6077.36
		10/01/2005		91G	5014.18	6229.18
1968	SUPERVISING APPRAISER	CURRENT		89J	4772.82	5929.36
		10/01/2004		90H	4892.00	6077.36
		10/01/2005		91G	5014.18	6229.18

Section 1B. 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 Section 1A of this Article, no later than October 1st 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 of Federal reduction in revenues and/or a shift in costs resulting in major increased expenditures.

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

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

This Section will sunset on September 30, 2006.

Section 1C.

The parties further agree that during the term of this MOU upon the Union, CAPE's, request, Management and the Union will for one time only, meet and consult on the subject of salary inequity adjustments for the Supervising Appraiser classification.

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 salaries were determined independently of race, gender, age, or national origin.

Section 3.

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.

E. During the Term of this MOU upon CAPE's request, the parties will Meet and Consult on the subject of salary inequity adjustments for the Supervising Appraiser Classification. This request is limited to one time.

ARTICLE 7 SPECIAL PAY PRACTICES AND PROVISIONS

Section 1. 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 minimum payment of four hours' pay at the rate of time and one-half.

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 workday 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.

Section 2. Superior Subordinate Pay

The Director of Personnel shall authorize compensation for a supervisor at a rate of $1.00 per month more than the base rate of his highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

Section 3. Laundry Allowance

A laundry and dry cleaning allowance of $20.00 per week is to be paid to Appraisers assigned to work outside the County of Los Angeles for periods in excess of 14 calendar days.

Section 4. Travel Expense

Employees covered herein who are required to travel on County business shall be entitled to reimbursement for expenses pursuant to Section 5.40.060 of the County Code.

Rates will be adjusted pursuant to the procedures and provisions contained in Section 5.40.095 of the County Code.

Section 5. Leave Day

Employees covered herein who, as a result of their assignment, are required to be absent from Los Angeles County for a period of twenty-five (25) consecutive calendar days or more shall receive one-half (½) day leave at regular pay, for each weekend spent out of Los Angels County as a result of their assignment, subject to a limit of eight (8) days per employee per fiscal year. In addition, employees absent from Los Angeles County for a period of thirty-five (35) consecutive calendar days or more shall receive an additional one (1) full day leave at regular pay.

Section 6. Trips Home

Any person covered by this contract shall be entitled to make one trip home at County expense for each thirty (30) consecutive calendar days that person is assigned to work outside of the County of Los Angeles.

Section 7. Telephone Calls Home

Any person covered by this contract shall be entitled to make one telephone call home at County expense for each 7 consecutive calendar days that person is assigned to work outside the County of Los Angeles.

Section 8. Advanced State Certification

Any person who is employed on a permanent, full-time position covered by this contract will receive additional compensation of $55.00 per pay period ($110.00 per month) commencing July 1, 2000 if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization as of June 30, 2000, as described in Section 671 of the Revenue and Taxation Code.

Any person who earns an advanced Appraiser Certification on July 1, 2000 or after, will receive the $55.00 per pay period ($110.00 per month) additional compensation effective the first day of the following calendar month in which the Certification is issued.

The parties agree that employees may use County time when taking the examination for Advanced State Certification if the examination is taken in Los Angeles County.

The parties further agree that during the term of this MOU upon the Union, CAPE's, request, Management and the Union will for one time only, meet and consult on the possible increase to the additional compensation provided in this Section.

Section 9. Performance Evaluations

Any reference to production rates in performance ratings will be within the guidelines promulgated by the Assessor Department in Operating Practice #2342-1-0.

Section 10. 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 any employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval upon his/her request he/she shall be returned in an assignment in his/her own classification until notified of the CAO's approval in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Perform all the significant duties of a higher level class for more than 20 consecutive working days. 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 salary schedules. In this case, the bonus shall be the difference between the two classes.

2. 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. In this case, the bonus shall be two standard salary schedules.

   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. 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 13 for the same assignment.

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

Section 11. Professional Association Dues

Management agrees to pay up to $60 annually for reimbursement of dues for the following professional associations:

- International Association of Assessing Officers (IAAO)
- Society of Auditor Appraisers (SAA)
- Appraisal Institute
- American Society of Appraisers (ASA)

The parties further agree that during the term of this MOU upon the Union, CAPE's, request, Management and the Union will for one time only, meet and consult on the possible increase to the additional compensation provided in this Section.

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. Non-Exempt Employees

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.

Employees may elect to accrue up to 30 hours of FSLA overtime worked to be used as compensatory time off in lieu of pay, at the rate of time and one-half (1 ½) for each hour of overtime worked. This accrued time is to be used as compensatory time off in lieu of pay within the end of the following calendar year.

Section2. Distribution of Overtime

Management shall assign overtime worked 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.

Section3. 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 obligation.

Section 4. 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 5. Department Head Authority

Department Heads may pay overtime to exempt employees in lieu of compensatory time off when the Department Head deems it essential to the effective operation of the department and its mission, subject to approval of the Chief Administrative Office.

Section 6.

On or after March 1, 2000, 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.

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 the Unit.

ARTICLE 10 BULLETIN BOARDS

Management will furnish CAPE bulletin board space not to exceed 17" x 27" at reasonable locations. The boards shall be used only for the following subjects:

A. CAPE recreational, social and related news bulletins;

B. Schedule CAPE meetings;

C. Information concerning CAPE elections or the results thereof;

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

E. Any other written material which first has been approved by the Assessor or his authorized representative.

Prior to posting, any material shall be initialed by an authorized representative of both CAPE and the Assessor.

In cases where CAPE 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 CAPE at the 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. CAPE 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 area representative to the local facility safety office.

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

If the area representative is not satisfied with the response of the safety officer, a CAPE representative 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 Assessor and CAPE of his findings, and recommendations, if any.

Section 2.

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

ARTICLE 12 WORK SCHEDULES

Section 1. Schedule Changes

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior notice of five working days to the concerned employee.

Upon management deciding to modify the workweek by adding Saturday, Sunday, and/or evening hours, there shall be an equitable distribution of said hours by classification among all the employees in the unit.

Section 2. Emergency Schedule Changes

Nothing herein shall limit the authority of the Assessor to make 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 such emergency.

Section 3. Alternative Work Schedules/Telecommuting

Employees may request an alternative work schedule such as a nine (9) day, 80-hour two 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.

Nothing herein shall limit the authority of the Assessor to make changes to the workweek or daily shift times, as provided for in Section 1.

Individual employees may request to telecommute. Management will select those persons to participate in telecommuting, and will determine the parameters of the telecommuting program. All employees will be deemed eligible to participate in telecommuting unless Management determines that the individual employee cannot effectively telecommute because of his/her skills, work assignment, experience or prior performance. It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either Management or the participating employee.

ARTICLE 13 OUT-OF-CLASS ASSIGNMENT

Section 1. Definitions

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

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid for 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 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 classification 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. 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 PARTICIPATION IN TUITION REIMBURSEMENT PROGRAM

Section 1.

The Assessor's Department is encouraged to implement the provisions of the County Code, Chapter 5.52, Tuition Reimbursement Program. In conformance with the provisions of Section 5.52.030 of the County Code, Departmental Advisory Committee, the Assessor Department Committee on Tuition Reimbursement shall include at least two employees from this unit on said committee. No more than one employee may represent each of the Real Property and Personal Property sections.

Section 2.

The Committee shall meet to review courses requested by employees under provisions of the County approved tuition reimbursement plan in order to recommend courses and classifications eligible for such courses to be included in the annual tuition reimbursement request.

Section 3.

The Committee will meet at least once during the term of this Memorandum of Understanding, at a time to be designated by the Assessor's Department Management.

Section 4.

The Committee will further meet upon the written request of the employee representatives on the Committee, at a timely mutually acceptable to departmental management and employee representatives, provided such written request is

accompanied by a written agenda and includes subjects appropriate to be discussed under this article. However, in no event shall the Assessor's Department be required to meet more than two times under provisions of this section.

Section 5. Reimbursement-Required Books

Employees shall be reimbursed for the cost of the required book(s) used under provisions of the Tuition Reimbursement Program.

ARTICLE 15 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 pay check 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. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.

3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.

4. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute pay check 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 16 CONSULTATION COMMITTEE

Assessor Department Management agrees to consult in accordance with the provisions of Section 6 (a) of the Employee Relations Ordinance of Los Angeles County on matters of mutual interest. The Consultation Committee will include two employees from this Unit. A representative from CAPE may also attend these meetings.

Scheduling of Meetings

Meetings of the Consultation Committee will be held at least two times each month, unless mutually waived, provided that Assessor Department Management is given adequate notice and a written agenda is submitted prior to the meeting.

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. 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 a 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. CAPE 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 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 grievance to the proper agency or authority.

   C. CAPE 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 of 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 CAPE of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. A CAPE 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 CAPE 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

Step 1. Supervisor

A. 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 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 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 a written decision to the employees.

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

D. 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, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the department head or his designated representative, CAPE 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 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 within 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.

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, will not be referred to arbitration.

3. In the event CAPE desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County Department Head or Officer affected, which written request shall:

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

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

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

5. Prior to a hearing by an arbitrator, a representative of the County and CAPE 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 CAPE cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

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

7. The decision of the arbitrator shall be binding upon CAPE. 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 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
Implementation
Term
Renegotiation
Non-Discrimination
Safety and Health
Payroll Deductions and Dues
Authorized Agents
Provisions of Law

ARTICLE 18 GRIEVANCE - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE 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 either CAPE 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 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, the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Director of Personnel or his authorized representative, and any

other County department head or his authorized representative, who has authority to resolve the matter.

C. Within thirty (30) 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, 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 disagreement 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 the 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 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 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.

D. 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, will not be referred to arbitration.

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 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 selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

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

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

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

9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the

Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

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

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 20 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of Employee Representatives agreed upon by CAPE and the Assessors Department. CAPE shall give the Assessor and the Chief Administrative Office a written list of the names of employees selected as Employee Representative which list shall be kept current by CAPE and only employees designated as authorized Employee Representative will be recognized by the County.

CAPE agrees that whenever investigation or the processing of a formal grievance 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. Employee Representatives 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.

Upon entering other work locations, the Employee Representative shall inform the 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 Employee Representative will be informed when the employee will be made available.

The Employee Representative 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 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 of September 1 to September 30, 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 deduction are to be canceled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If any time during the term of the this Memorandum of Understanding, thirty (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 of its choosing during the term of this Memorandum of Understanding to determine whether a majority of the employees in the bargaining unit covered by this agreement 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 result 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 casts 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 through the Employee Relations Commission 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 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.

If a majority of those employees voting, vote in favor of an agency ship, 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 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 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 join 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 funds shall be collected through payroll deduction and remitted to the Union. The Union shall forward such funds 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 and 2 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

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 for in Chicago Teachers Union Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066b (1986). Such notice and procedures shall be provided to non-member agency fee payers in 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; or pay an Agency Shop Fee to the Union; or execute 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 both the Union and departmental payroll office. If the form is completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of an Agency Shop Fee from the regular pay warrants of such employee.

The effective date of deducting Union dues, 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. Employee Lists

The Auditor-Controller will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, 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. The employee lists shall be provided to the Union at a costs to be determined by the Auditor-Controller.

Section 5. 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 CAPE shall have access to the County's facilities during work hours for the purpose of conducting grievance investigations and observing working conditions. 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.

CAPE shall give to the 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 CAPE. Access to work locations will only be granted to representatives on the current list.

New Employee Orientation

Management agrees to allow CAPE representatives to make a presentation of thirty (30) minutes or less on the benefits of CAPE membership to each class of new employees entering the Unit.

Additionally, Management agrees to furnish each new employee entering the Unit with a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations Ordinance, the status of CAPE as the certified majority representative, and material related to the services and employee benefit programs offered by CAPE. CAPE shall inform employees that the County does not endorse any of the benefit programs offered by the Union.

Employee Lists

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

ARTICLE 23 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 24 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 25 NOTICE OF LAYOFF

Section 1 Board Policy on Work Force Reductions

It is the intent of the parties during the term of this MOU to comply with the June 21st 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 26 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 this personnel file, an employee may request and have any written warnings and/or reprimands issued more than two years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 27 TRANSFERS

Section 1.

Permanent full time employees in the Unit shall annually submit a preference request for work (pay) location assignment. Each employee shall submit up to three (3) choices for work (pay) location for the coming year. Requests shall be made only for assignments for which the employee is eligible by virtue of classification and experience. Preference requests filed herein shall be valid for a period of one (1) year from the designated last date of filing and must be renewed annually.

If a position becomes vacant, it will be at the sole discretion of the department head whether the position is to be filled by promotion or transfer. If the position is to be filled by transfer, any current requests for transfer which are on file shall be reviewed by management.

Section 2.

The affected employee shall be given at least five (5) business days prior notice of any such change in work reassignment.

Section 3.

All employees in this unit will receive mileage reimbursement for miles driven from their home to their actual work location in excess of those miles required to reach the office nearest their home. This change shall be effective the first day of the first month following the date of implementation. The definition of work location in this Section is

that the Hall of Administration is one work location and each Regional/Area Office that has a separate street address is one work location.

No employee in the Unit will be transferred for disciplinary reasons.

Section 4. Temporary Transfers

Temporary transfers shall be made only for temporary emergency situations; for example, covering a position during the absence of an incumbent where his/her return to work is anticipated, to assume responsibility for increased workload for a limited period, or to participate in a special project which will last for a limited period of time.

Section 5. Special Assignments

Nothing in this Article shall preclude assignment of an employee to an assignment for which the employee has no relevant work experience or proper classification in the event that both the employee and departmental management agree that such assignment is in the best interest of both the department and the employee.

ARTICLE 28 TRAINING

The Department of the Assessor agrees that it will provide a minimum of 24 hours of State Board of Equalization required annual training to appraisers who possess or hold an Advanced State Certification and a minimum of 24 hours of State Board approved training to all other appraisers. The training will be provided by the Department and will be conducted during the regular work day. The Department will continue to grant paid time off for employees in the unit to attend seminars sponsored by such associations as the International Association of Assessing Officers Chapter, and the Society of Auditor-Appraisers for the purpose of appraiser personnel gaining credit towards the training required to maintain their appraisal certificate.

The Department may grant paid time off for appraisal personnel to attend other State Board of Equalization approved training seminars to pick up the above referenced required training. Such approval will be at the sole discretion of management.

ARTICLE 29 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 to 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 agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or, except by mutual agreement, 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 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 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 CAPE nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually or 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 32 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all 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 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 AUTHORIZED AGENTS

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

A. Management's principal authorized agent shall be County's Chief Administrative Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (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. CAPE's principal authorized agent shall be the CAPE Board of Directors' duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400).

ARTICLE 34 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this Article, a classification study is a study by the Department of Human Resources, 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 process 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.

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

Section 4. Acknowledgment and Follow-up Reports

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

It is further agreed that if within 90 days no action has been taken on an employee-initiated study, the department's Personnel Office shall provide a progress report to the employee and to the union upon request.

ARTICLE 35 NEW EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, 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 Agreement.

This employee list shall be provided to CAPE at a cost to be determined by 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.

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES

By Brian C. Brooks

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By
Chief Administrative Officer

SIGNATURE PAGE (Continued)

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES

By _____

By _____

By _____

By _____

By _____

By _____

By _____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Assessor

By _____

By _____

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

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

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 7th day of September, 2004,

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

AND CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES, M.E.B.A., AFL-CIO (hereinafter referred to as "CAPE")

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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, CAPE was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-29-69) as the majority representative of County employees in the Professional Engineers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE 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 classifications identified in Article 8 of this Memorandum of Understanding.

The County agrees not to meet and confer with another employee organization with the intent of reaching an agreement to modify any understanding included in the negotiated agreement between CAPE and the County.

ARTICLE 2 EXCLUSIVITY

Management agrees to recognize CAPE as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CAPE 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 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. 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 provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as defined 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 March 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 a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2006, through May 31, 2006, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding.

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

ARTICLE 6 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, or handicapped status.

ARTICLE 7 SPECIAL PAY PRACTICES

Section 1. 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 minimum payment of four hours' pay at the rate of time and one-half. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee shall 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/her 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. Extra Trip Mileage

A mileage permittee may be paid "extra trip mileage," as defined in Section 5.40.230 of the Los Angeles County Code, provided he/she is required to make field calls in the performance of "extra trip mileage" duties.

In "extra trip" instances, mileage will be allowed from home to all points of contact and return home.

No reimbursement is allowable to any employee, regardless of circumstances, between home and headquarters and return home.

Section 3. Hazard Pay

Management agrees to pay to $.50 per hour for those classes in this Unit presently receiving hazard pay.

Such hazard pay shall be limited to those CAPE classes currently receiving hazard pay under the terms and conditions of the Los Angeles County Code.

Section 4. Supervisor-Subordinate Pay

The Chief Administrative Officer shall authorize compensation for a supervisor at a rate of $1.00 per month more than the base rate of his/her highest paid subordinate when the qualifying conditions are met as provided in Section 6.10.070 of the Los Angeles County Code.

Section 5. Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the Los Angeles County Code shall receive a per hour bonus of sixty cents ($.60) for each hour worked during said shifts.

Section 6. Standby Pay

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 fifty cents ($.50) per hour for each hour of such standby service not to exceed one hundred dollars ($100.00) a month. Employees residing at their work site are excluded from this provision.

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 7. California State License Reimbursement

Effective January 1, 2001, a permanent full-time employee in the Department of Public Works who is employed in a non-registered engineer classification (civil, structural, electrical, or mechanical) represented by Bargaining Unit 501 and who obtains or renews a California State License as a Registered Engineer (civil, structural, electrical, or mechanical) that is not a requirement of the class in which he/she is employed, and

who is required by management to use the knowledge and skills acquired from such license in his/her assignment, is eligible for reimbursement for the specific fees paid to either obtain or renew such California State License.

In order to receive reimbursement, an employee must submit to departmental management the California State License and a receipt of the fees paid within 30 days of initial registration or renewal.

Section 8. 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 the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CAO's approval in writing.

To qualify for this additional compensation 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; or

2. Perform 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 salary 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.

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. 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 22, Out-of-Class Assignments for the same assignment.

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

Section 9

The parties further agree that during the term of this MOU upon the Union, CAPE's, request, Management and the Union will for one time only, meet and consult on the subject of reimbursement of the costs of obtaining and maintaining licenses and certificates a proposed by CAPE and recommended by the Fact Finder in the Fact Finding Report and Recommended Terms of Settlement dated March 17, 2004.

ARTICLE 8 SALARIES

Section 1A. Recommended Salary Adjustment

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 indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4032	ARCHITECT	CURRENT		92F	5139.64	6384.64
		10/01/2004		93E	5268.00	6543.73
		10/01/2005		94D	5399.09	6706.91
4022	ARCHITECTURAL ASSISTANT	CURRENT		77K	3461.45	4292.09
		10/01/2004		78J	3547.09	4399.55
		10/01/2005		79H	3634.09	4509.64
4026	ARCHITECTURAL ASSOCIATE	CURRENT		86F	4367.09	5425.82
		10/01/2004		87E	4476.36	5560.91
		10/01/2005		88D	4588.09	5699.55
3526	ASST TELECOM SYSTEMS ENGINEER	CURRENT	N2	83E	4239.82	4989.45
		10/01/2004	N2	84D	4345.45	5114.18
		10/01/2005	N2	85C	4454.18	5242.00
3433	ASSOCIATE CIVIL ENGINEER	CURRENT		94F	5425.82	6740.18
		10/01/2004		95E	5560.91	6908.36
		10/01/2005		96D	5699.55	7080.64
3495	ASSOCIATE ELECTRICAL ENGINEER	CURRENT		94F	5425.82	6740.18
		10/01/2004		95E	5560.91	6908.36
		10/01/2005		96D	5699.55	7080.64
3549	ASSOCIATE MECHANICAL ENGINEER	CURRENT		96F	5727.91	7115.73
		10/01/2004		97E	5871.18	7293.36
		10/01/2005		98D	6017.73	7475.64
3584	ASSOCIATE STRUCTURAL ENGINEER	CURRENT		94F	5425.82	6740.18
		10/01/2004		95E	5560.91	6908.36
		10/01/2005		96D	5699.55	7080.64
3573	BIOMEDICAL ENGINEER	CURRENT		92E	5126.91	6368.91
		10/01/2004		93D	5255.00	6527.55
		10/01/2005		94C	5385.73	6690.27

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
3435	CIVIL ENGINEER	CURRENT		98F	6047.55	7512.73
		10/01/2004		99E	6198.45	7700.36
		10/01/2005		100D	6353.18	7892.64
3434	CIVIL ENGINEER I	CURRENT		92F	5139.64	6384.64
		10/01/2004		93E	5268.00	6543.73
		10/01/2005		94D	5399.09	6706.91
3439	CIVIL ENGINEER II	CURRENT		96F	5727.91	7115.73
		10/01/2004		97E	5871.18	7293.36
		10/01/2005		98D	6017.73	7475.64
3426	CIVIL ENGINEER TRAINEE	CURRENT		84B	4096.18	5088.73
		10/01/2004		85A	4198.00	5216.00
		10/01/2005		85L	4302.55	5346.00
3424	CIVIL ENGINEERING ASSISTANT	CURRENT	N13	82B	4096.18	4820.00
		10/01/2004	N13	83A	4198.00	4940.00
		10/01/2005	N13	83L	4302.55	5063.64
3422	CIVIL ENGINEERING STUDENT	CURRENT		F		2396.87
		10/01/2004		F		2456.79
		10/01/2005		F		2518.21
3525	COMMUNICATIONS ENGINEER,SHERIFF	CURRENT	N3	90A	5359.00	5973.00
		10/01/2004	N3	90L	5492.64	6122.09
		10/01/2005	N3	91K	5629.55	6275.27
3496	ELECTRICAL ENGINEER	CURRENT		98F	6047.55	7512.73
		10/01/2004		99E	6198.45	7700.36
		10/01/2005		100D	6353.18	7892.64
3492	ELECTRICAL ENGINEER I	CURRENT		92F	5139.64	6384.64
		10/01/2004		93E	5268.00	6543.73
		10/01/2005		94D	5399.09	6706.91
3494	ELECTRICAL ENGINEER II	CURRENT		96F	5727.91	7115.73
		10/01/2004		97E	5871.18	7293.36
		10/01/2005		98D	6017.73	7475.64
3482	ELECTRICAL ENGINEERING ASSISTANT	CURRENT	N13	82B	4096.18	4820.00
		10/01/2004	N13	83A	4198.00	4940.00
		10/01/2005	N13	83L	4302.55	5063.64
4371	ENGINEERING GEOLOGIST	CURRENT	N3	92E	5713.73	6368.91
		10/01/2004	N3	93D	5856.64	6527.55
		10/01/2005	N3	94C	6002.82	6690.27
4362	ENGINEERING GEOLOGY ASSISTANT	CURRENT		82B	3881.55	4820.00
		10/01/2004		83A	3977.00	4940.00
		10/01/2005		83L	4076.09	5063.64

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
3834	ENGINEERING PROGRAMMER-ANALYST	CURRENT		85K	4292.09	5333.00
		10/01/2004		86J	4399.55	5465.91
		10/01/2005		87H	4509.64	5602.09
4051	LANDSCAPE ARCHITECT	CURRENT		87D	4465.27	5547.18
		10/01/2004		88C	4576.73	5685.36
		10/01/2005		89B	4690.73	5827.55
3551	MECHANICAL ENGINEER	CURRENT		100F	6384.64	7931.73
		10/01/2004		101E	6543.73	8129.36
		10/01/2005		102D	6706.91	8331.91
3550	MECHANICAL ENGINEER I	CURRENT		94F	5425.82	6740.18
		10/01/2004		95E	5560.91	6908.36
		10/01/2005		96D	5699.55	7080.64
3555	MECHANICAL ENGINEER II	CURRENT		98F	6047.55	7512.73
		10/01/2004		99E	6198.45	7700.36
		10/01/2005		100D	6353.18	7892.64
3542	MECHANICAL ENGINEERING ASSISTANT	CURRENT	N13	84F	4367.09	5139.64
		10/01/2004	N13	85E	4476.36	5268.00
		10/01/2005	N13	86D	4588.09	5399.09
3554	MECHANICAL ENGINEERING SPECIALIST	CURRENT		96B	5671.18	7045.55
		10/01/2004		97A	5813.00	7221.00
		10/01/2005		97L	5958.45	7401.91
3430	PRINCIPAL CIVIL ENGINEERING ASST	CURRENT		88B	4565.36	5671.18
		10/01/2004		89A	4679.00	5813.00
		10/01/2005		89L	4796.27	5958.45
3486	PRIN ELECTRICAL ENGINEERING ASST	CURRENT		88B	4565.36	5671.18
		10/01/2004		89A	4679.00	5813.00
		10/01/2005		89L	4796.27	5958.45
4368	PRINCIPAL ENGINEERING GEOLOGY ASST	CURRENT		88B	4565.36	5671.18
		10/01/2004		89A	4679.00	5813.00
		10/01/2005		89L	4796.27	5958.45
3548	PRIN MECHANICAL ENGINEERING ASST	CURRENT		90B	4820.00	5987.91
		10/01/2004		91A	4940.00	6137.00
		10/01/2005		91L	5063.64	6290.64
3581	PRIN STRUCTURAL ENGINEERING ASST	CURRENT		88B	4565.36	5671.18
		10/01/2004		89A	4679.00	5813.00
		10/01/2005		89L	4796.27	5958.45
4024	SENIOR ARCHITECTURAL ASSISTANT	CURRENT		79K	3651.55	4531.82
		10/01/2004		80J	3742.45	4644.91
		10/01/2005		81H	3834.91	4761.09

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
3527	SENIOR ASST TELECOM SYSTEM ENGINEER	CURRENT		87E	4476.36	5560.91
		10/01/2004		88D	4588.09	5699.55
		10/01/2005		89C	4702.45	5842.09
4142	SENIOR CAPITAL PROJECTS MANAGER,PW	CURRENT		102F	6740.18	8373.18
		10/01/2004		103E	6908.36	8582.09
		10/01/2005		104D	7080.64	8796.45
3428	SENIOR CIVIL ENGINEERING ASSISTANT	CURRENT		84B	4096.18	5088.73
		10/01/2004		85A	4198.00	5216.00
		10/01/2005		85L	4302.55	5346.00
3484	SENIOR ELECTRICAL ENGINEERING ASST	CURRENT		84B	4096.18	5088.73
		10/01/2004		85A	4198.00	5216.00
		10/01/2005		85L	4302.55	5346.00
4364	SENIOR ENGINEERING GEOLOGY ASST	CURRENT		84B	4096.18	5088.73
		10/01/2004		85A	4198.00	5216.00
		10/01/2005		85L	4302.55	5346.00
3838	SENIOR ENGINEERING PROG-ANALYST	CURRENT		90C	4832.00	6002.82
		10/01/2004		91B	4952.36	6152.36
		10/01/2005		92A	5076.00	6306.00
3546	SENIOR MECHANICAL ENGINEERING ASST	CURRENT		86B	4323.82	5372.36
		10/01/2004		87A	4432.00	5506.00
		10/01/2005		87L	4542.91	5643.27
3579	SENIOR STRUCTURAL ENGINEERING ASST	CURRENT		84B	4096.18	5088.73
		10/01/2004		85A	4198.00	5216.00
		10/01/2005		85L	4302.55	5346.00
3529	SENIOR TELECOM SYSTEMS ENGINEER	CURRENT	N4	96A	6657.00	7028.00
		10/01/2004	N4	96L	6823.36	7203.45
		10/01/2005	N4	97K	6993.82	7383.82
3586	STRUCTURAL ENGINEER	CURRENT		98F	6047.55	7512.73
		10/01/2004		99E	6198.45	7700.36
		10/01/2005		100D	6353.18	7892.64
3582	STRUCTURAL ENGINEER I	CURRENT		92F	5139.64	6384.64
		10/01/2004		93E	5268.00	6543.73
		10/01/2005		94D	5399.09	6706.91
3583	STRUCTURAL ENGINEER II	CURRENT		96F	5727.91	7115.73
		10/01/2004		97E	5871.18	7293.36
		10/01/2005		98D	6017.73	7475.64
3577	STRUCTURAL ENGINEERING ASSISTANT	CURRENT	N13	82B	4096.18	4820.00
		10/01/2004	N13	83A	4198.00	4940.00
		10/01/2005	N13	83L	4302.55	5063.64

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
3587	STRUCTURAL RESEARCH ENGINEER	CURRENT		100F	6384.64	7931.73
		10/01/2004		101E	6543.73	8129.36
		10/01/2005		102D	6706.91	8331.91
3531	TELECOMMUNICATIONS SYS CONSULT ENGR	CURRENT	N4	100E	7494.18	7912.18
		10/01/2004	N4	101D	7681.27	8109.27
		10/01/2005	N4	102C	7873.09	8311.27
3528	TELECOMMUNICATIONS SYSTEMS ENGINEER	CURRENT	N4	94A	6306.00	6657.00
		10/01/2004	N4	94L	6463.27	6823.36
		10/01/2005	N4	95K	6624.64	6993.82
3517	TELECOMMUNICATIONS SYS ENGRG AID	CURRENT		74C	3140.45	3891.09
		10/01/2004		75B	3217.91	3986.91
		10/01/2005		76A	3297.00	4086.00
3714	TRANSIT PROGRAMS SPECIALIST	CURRENT		92L	5203.27	6463.27
		10/01/2004		93K	5333.00	6624.64
		10/01/2005		94J	5465.91	6790.09

Section 1B Financial Crisis

For the sole purpose of modifying Section 1A of this Article, no later than October 1st 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 of Federal reduction in revenues and/or a shift in costs resulting in major increased expenditures.

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

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

This Section will sunset on September 30, 2006.

Section 2. Step Advances

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

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her 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/her 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/her 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/her 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/her 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 Evaluation.

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 that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 9 EMPLOYEE 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. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.

3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.

4. 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 10 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. Non-Exempt Employees

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. An employee, except for employees in the Department of Health Services, 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 subject to staffing requirements and with prior written approval of departmental management.

Management may direct an employee to use/his/her accumulated compensatory time provided the employee is given thirty calendar days 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. Usage of Previously Earned Compensatory Time - Non-Exempt Employees

A. Non-exempt employees, as defined by the Fair Labor Standards Act, who retain compensatory time off on the books earned prior to April 15, 1985 shall use such time until exhausted except that the employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice or be denied a timely request to take such time off.

B. Any compensatory time accumulated by employees prior to April 15, 1985 shall remain to the employees' credit until 12 months after the effective date of this Article or until it is taken off either at the employee's request or at the direction of management as provided in Paragraph "A" of this section, whichever is earlier. Time subject to be lost after the twelfth month following the effective date of this article will be paid to the employee at the straight time rate rather than lost.

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. For purposes of this article work week is distinguished from work schedules.

Section 4. Saving Clause

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

Section 5. 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 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993, and June 30, 1994, only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4) below.

(1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.

(2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.

(3) Such CTO either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the books".

(4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

B. All overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.

C. 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.

D. CTO accrued between October 1, 1993 and June 30, 1994 shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

E. From July 1, 1994 through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

Section 7.

1. Notwithstanding any other provision of the MOU for overtime worked by an employee during the fire emergencies declared by the Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the MOU, shall receive overtime compensation as follows for overtime worked determined by the employee's department head to be due to an Emergency.

   A. To the extent that such time would have qualified for time and one-half compensatory time off (CTO) under the provisions of the MOU, such overtime shall be paid at the rate of time and one-half, unless the employee opts to receive time and one-half CTO.

   B. To the extent that such time would have qualified for straight time CTO under the provisions of the MOU, such overtime shall be paid at the straight time rate of pay, unless the employee opts to receive straight time CTO.

   C. In the event an employee opts to receive CTO, at the employee's option, such CTO time may be used or converted to pay in accordance with the provisions of Section 9A.(3) and 9C. of this Article.

D. Nothing in this Section is intended to alter the definition of "overtime" as set forth elsewhere in the MOU, or the circumstances under which overtime compensation must be paid.

E. At the time the employee is asked to work the overtime, the employee shall be told by Management whether the overtime to be worked is related to an Emergency.

2. For purposes of this Section, the October and November 1993 fire emergencies began on October 26, 1993 and continued through November 30, 1993, and the Northridge earthquake emergency began on January 17, 1994 and will end June 30, 1994.

3. It is the specific agreement of the parties that each and every other provision of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE 11 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 Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 12 GENERAL PROVISIONS

Section 1. Literature

Management agrees to give to each new employee in the Unit a post card furnished by CAPE requesting that information about CAPE be sent to his/her home.

Section 2. Reimbursement - Required Books

Management agrees to reimburse an employee for the cost of required book(s) used under provisions of the Tuition Refund Program.

Section 3. Tuition Reimbursement Plan Substitution

Management agrees that, with approval of cognizant departmental management, individual participants and different courses may be substituted during the training year for the ones contained in a department's original approved tuition reimbursement plan, provided that such substitutions continue to support the objectives and goals of the Tuition Reimbursement Program.

ARTICLE 13 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 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 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/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Upon adoption of this Memorandum of Understanding by the Board of Supervisors, an employee in reviewing his/her personnel file may request and have any written reprimands issued more than two years prior removed from his/her personnel file, except as such may be a part of an official permanent record.

ARTICLE 14 BULLETIN BOARDS

Management will furnish CAPE bulletin boards or Arch-Files at all appropriate work locations which shall be used only for the following subjects:

A. CAPE recreational, social and related news bulletins;

B. Scheduled CAPE meetings;

C. Information concerning CAPE elections or the results thereof;

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

E. Other material concerning CAPE business.

Prior to posting any material other than that listed under A, B, C, and D above, it shall be initialed by an authorized representative of both CAPE and the department head.

In cases where CAPE 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 CAPE at that work location.

ARTICLE 15 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. CAPE 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 and conditions in writing to their immediate supervisor and Departmental Safety Officer. The employee has the right to submit the matter in writing personally or through the area representative. The immediate supervisor and/or the Departmental Safety Officer will submit a written response to the employee.

On any matter that is not resolved by the immediate supervisor or the Departmental Safety Officer within a reasonable period of time, the area representative may confer with the Safety Officer who will respond in writing.

If the employee or the area representative is not satisfied with the response, a CAPE business representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Administrative Office or his/her designate. A representative of such Division shall investigate the matter and advise the department head and CAPE of his/her findings and recommendations, if any.

Management and CAPE 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 2 CAPE-Management Safety Committee - In the Department of Public Works

The parties agree that upon the Association's request to the Department's Director, there shall be created a CAPE-Management Safety Committee for that Department.

The CAPE-Management Safety Committee shall be comprised of two representatives designated by the Association, and two Management representatives designated by the Department's Director.

The Committee shall have regular meetings on a quarterly basis. Any member of the Committee may call additional special meetings of the Committee upon notifying the other Committee members one calendar week in advance.

The Committee shall have the authority to:

(a) Develop its own internal procedures

(b) Meet on County time to review the Department's safety policies and procedures as well as to discuss incidents or situations involving the

Department's employee(s)' health or safety and develop recommendations.

(c) Make recommendations to the Department's Director on these matters.

(d) Request the Department conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

ARTICLE 16 WORK SCHEDULES

Section 1. Change of Workweek or Shift

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior written notice of ten (10) working days to the concerned employee.

Nothing herein shall limit the authority of the department or district head to make 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. Holiday Leave for Certain Employees who are Required to Work on County Holidays

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to applicable provisions of Title 6 of the Los Angeles County Code, that persons employed in the classifications listed below may, at Management's option, be scheduled to work on County holidays, as defined by Section 6.12.040 of said Code and that in each instance where work on such day is necessitated by construction activities on the part of private contractors who work on such days, or construction activities involving other public or private entities with which the County has a contractual obligation, such employees shall accumulate holiday

leave. Such holiday leave may be taken off at a later date subject to approval by Management, except that, in all cases, Management shall grant eight (8) hours of such accrued time off on the day following Thanksgiving.

Construction Project Manager (4127)

Engineering Testing Group (3850)

Facilities Project Management Group (4120)

Building Inspection Group (4165)

Construction Inspection Group (4200)

Section 3. Hours of Work

The department's signatory to this Memorandum of Understanding agree to meet and consult, upon request, with CAPE representatives, at least once annually, regarding alternate work schedules.

Section 4. 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.

ARTICLE 17 AFFIRMATIVE ACTION

The County's principal authorized agent or his/her authorized representative, shall, upon request, meet annually during the term of this agreement with a representative of CAPE to discuss goals and objectives of affirmative action programs as submitted to the Office of Affirmative Action Compliance.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1. Definition

"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.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss his/her complaint with his/her immediate supervisor in a sincere effort to resolve the complaint without the need to file a formal written grievance.

2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time in a sincere effort to resolve the complaint.

3. CAPE and the departmental management will, upon request, advise the employee and his/her supervisor of the necessary information to process the grievance in compliance with the grievance procedure.

4. CAPE 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 3. Waivers and Time Limits

1. Failure of 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 and approval of the County's "authorized agent," the grievance may revert to a prior level for reconsideration.

Section 4. General Rights and Restrictions

1. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.

Section 5. Procedure

1. Informal Complaint

A. Within five (5) business days from the occurrence of the matter on which the complaint is based or within five (5) business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.

B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in his/her absence, his/her authorized representative shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor

A. Within ten (10) business days of receipt of the answer from the immediate supervisor in an informal complaint, or within ten (10) business days from the occurrence of the matter on which a complaint is based or within ten (10) business days of his knowledge of such an 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. 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 or his/her authorized representative shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Middle Management

A. Within ten (10) business days from his/her receipt of the decision at Step 1, the employee may appeal to middle management. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by his/her immediate supervisor, shall be submitted.

B. Within ten (10) business days from receipt of the grievance, the middle manager shall meet with the employee and give his/her answer in writing. The employee may be accompanied by his/her designated representative at such a meeting.

4 Formal Complaint - Step 3, Department Head

A. Within ten (10) business days from his/her receipt of the decision at Step 2, the employee may appeal to the department head. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by the middle manager, shall be submitted.

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 steps shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

On matters that do not 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 shall be final as to disposition of matters within his/her authority.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the department head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

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

   A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his/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 the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted

to County's Chief Administrative Officer and to the County department head or officer affected, which written request shall:

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

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

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

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

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

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

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

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

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Authorized Agents

Provisions of Law

Notice of Layoff

Personnel Files

Section 7. Attendance at Grievance Hearings

A CAPE 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.

ARTICLE 19 GRIEVANCE GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE 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 agree upon:

A. Within ten (10) business days from the occurrence of the matter, or within ten (10) business days from it's knowledge of such an occurrence, where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this MOU, 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 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, the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the

matter. For purposes of this provision, Management's principal representative 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 this matter.

C. Within thirty (30) 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 6 of Article 18, the disagreement may be submitted to arbitration in accordance with the provision of Section 6, Article 18 of this MOU.

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 MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of the individual employees. Significantly large number of employees in the unit is defined as (a) a majority of the employees in the Unit; (b) all the employees within a department in the Unit, or (c) all the employees within a readily identifiable occupation, such as Truck Driver and Stenographer

ARTICLE 20 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 18, 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.

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 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 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
Discrimination
Implementation
Term
Renegotiation
Safety and Health
Payroll Deductions and Dues
Authorized Agents
Provisions of Law

ARTICLE 21 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of employee representatives agreed upon by CAPE and each department. CAPE shall give each department and the Chief Administrative Office a written list of the names of employees selected as employee representatives which list shall be kept current by CAPE and only employees designated as authorized employee representatives will be recognized by the County.

CAPE agrees that whatever investigation or the processing of a formal grievance 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. Employee representatives 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.

Upon entering other work locations, the employee representative shall inform the 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 employee representative will be informed when the employee will be made available. The employee representative shall perform the aforementioned duties without loss of pay.

ARTICLE 22 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 23 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

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 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.

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 classification 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 24 PAYROLL DEDUCTION 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 1 to September 30, 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 deduction are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If at any time during the term of this MOU, thirty (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 MOU to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee arrangement as provided by 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 casts 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, through the Employee

Relations Commission 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 employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set froth 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 an 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 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, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the union. The union shall forward such funds 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.

D. 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 and 2 shall prevail. There shall be only one election during the term of this agreement.

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, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-members agency fee payers in 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, 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; or pay an Agency Shop Fee to the Union; or execute 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 and 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 an Agency Shop fee from the regular pay warrants of such employee.

The effective date of deducting Union dues, 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 Auditor-Controller will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, 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. The employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

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 ASSOCIATION RIGHTS

Section 1. Work Access

Authorized CAPE representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least two (2) hours before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the department or district head affected a written list of all authorized representatives which list shall be kept current by the Association. Access to work locations will only be granted to representatives on the current list.

Section 2. Distribution of Materials

Management shall provide to each new employee entering the Unit a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations ordinance and the status of CAPE as the certified majority representative for this Unit, as well as material related to the services and employee benefits programs offered by CAPE. Four times a year, CAPE may request from the department a list of new employees entering the Unit by name, classification, salary, and pay location.

Section 3. Employee List

Within 90 days of the effective date of this Memorandum of Understanding and at the request of CAPE, the County shall provide CAPE with a list of the names, employee numbers, item numbers, item titles, and department numbers of all employees in the Bargaining Unit. Every reasonable effort shall be made to provide the list in the format specified by CAPE. CAPE may request an employee list up to four times a year. An updated employee list will be provided at no charge during each year of the term of this agreement. CAPE shall pay the county $100.00 for each additional list that it receives.

ARTICLE 26 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 CAPE 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 of this Memorandum of Understanding in its entirety.

ARTICLE 27 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 agrees that the other shall not be required to negotiate with respect to any matter covered herein 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 28 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: 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. CAPE'S principal authorized agent shall be the CAPE Board of Directors or their duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400).

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 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 30 EMPLOYEE RIGHTS

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.

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 32 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 right 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 33 INVOLUNTARY TRANSFERS

Upon the involuntary transfer of an employee in this Unit and said employee filing a grievance thereon, the employee or CAPE may unilaterally waive the first and second levels of the grievance procedure and file his/her grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDY

Section 1 Definition of Authority

For the purpose of this Article, a classification study is a study 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 through 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 has the responsibility to process classification studies.

Section 4 Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification studies shall be promptly acknowledged. It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the Department's Personnel Office shall upon request provide a progress report to the employee and/or to CAPE.

ARTICLE 35 CHANGE OF WORK ASSIGNMENT

During the period January 1 through January 31, a permanent, full-time employee in the Bargaining Unit assigned to the Department of Public Works who received at least a competent rating on his/her last performance evaluation, who desires to be assigned to a different work assignment within the Department of Public Works, may submit a written request for a change of work assignment to the Department's personnel office.

Requests for a change of work assignment shall be valid for one year from date of filing and must be renewed annually if the employee still desires to be considered for a change of work assignment. Beginning February, during the term of this agreement, Public Works management will review requests on file as vacancies occur and make an effort to assign those employees with requests on file to different work assignments within Public Works based on the desire of employees, the employees' qualifications, the availability of vacant assignments within their respective classifications, and the operational needs of the department.

ARTICLE 36 EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, 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 Agreement. This employee lists provided to CAPE at a cost to be determined by 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.

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES,
M.E.B.A., AFL-CIO

By Brian C. Brooks

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By
David E. Janssen
Chief Administrative Officer

SIGNATURE PAGE (Continued)

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES, M.E.B.A., AFL-CIO

By _____

By _____

By _____

By _____

By _____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____

By _____

By _____

By _____

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING PROFESSIONAL ENGINEERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 7th day of September, 2004,

BY AND BETWEEN	Authorized Management Representatives hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")
AND	CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES, M.E.B.A., AFL-CIO (hereinafter referred to as "CAPE")

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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, CAPE was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-29-69) as the majority representative of County employees in the Professional Engineers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE 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 classifications identified in Article 8 of this Memorandum of Understanding.

The County agrees not to meet and confer with another employee organization with the intent of reaching an agreement to modify any understanding included in the negotiated agreement between CAPE and the County.

ARTICLE 2 EXCLUSIVITY

Management agrees to recognize CAPE as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CAPE 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 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. 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 provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as defined 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 March 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 a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2006 through May 31, 2006, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding.

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

ARTICLE 6 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, or handicapped status.

ARTICLE 7 SPECIAL PAY PRACTICES

Section 1. 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 minimum payment of four hours' pay at the rate of time and one-half. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee shall 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/her 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. Extra Trip Mileage

A mileage permittee may be paid "extra trip mileage," as defined in Section 5.40.230 of the Los Angeles County Code, provided he/she is required to make field calls in the performance of "extra trip mileage" duties.

In "extra trip" instances, mileage will be allowed from home to all points of contact and return home.

No reimbursement is allowable to any employee, regardless of circumstances, between home and headquarters and return home.

Section 3. Hazard Pay

Management agrees to pay to $.50 per hour for those classes in this Unit presently receiving hazard pay.

Such hazard pay shall be limited to those CAPE classes currently receiving hazard pay under the terms and conditions of the Los Angeles County Code.

Section 4. Supervisor-Subordinate Pay

The Chief Administrative Officer shall authorize compensation for a supervisor at a rate of $1.00 per month more than the base rate of his/her highest paid subordinate when the qualifying conditions are met as provided in Section 6.10.070 of the Los Angeles County Code.

Section 5. Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the Los Angeles County Code shall receive a per hour bonus of sixty cents ($.60) for each hour worked during said shifts.

Section 6. Standby Pay

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 fifty cents ($.50) per hour for each hour of such standby service not to exceed one hundred dollars ($100.00) a month. Employees residing at their work site are excluded from this provision.

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 7. California State License Reimbursement

Effective January 1, 2001, a permanent full-time employee in the Department of Public Works who is employed in a non-registered engineer classification (civil, structural, electrical, or mechanical) represented by Bargaining Unit 501 and who obtains or renews a California State License as a Registered Engineer (civil, structural, electrical, or mechanical) that is not a requirement of the class

in which he/she is employed, and who is required by management to use the knowledge and skills acquired from such license in his/her assignment, is eligible for reimbursement for the specific fees paid to either obtain or renew such California State License.

In order to receive reimbursement, an employee must submit to departmental management the California State License and a receipt of the fees paid within 30 days of initial registration or renewal.

Section 8. 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 the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CAO's approval in writing.

To qualify for this additional compensation 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; or

2. Perform 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 salary 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.

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. 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 22, Out-of-Class Assignments for the same assignment.

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

Section 9

The parties further agree that during the term of this MOU upon the Union, CAPE's, request, Management and the Union will for one time only, meet and consult on the subject of reimbursement of the costs of obtaining and maintaining licenses and certificates a proposal by CAPE and recommended by the Fact Finder in the Fact Finding Report and Recommended Terms of Settlement dated March 17, 2004.

ARTICLE 8 SALARIES

Section 1A. Recommended Salary Adjustment

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 indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4139	CAPITAL PROJECTS MGMT ASSISTANT,PW	CURRENT	N2	82B	4096.18	4820.00
		10/01/2004	N2	83A	4198.00	4940.00
		10/01/2005	N2	83L	4302.55	5063.64
4140	CAPITAL PROJECTS MGMT ASSOCIATE,PW	CURRENT		94F	5425.82	6740.18
		10/01/2004		95E	5560.91	6908.36
		10/01/2005		96D	5699.55	7080.64
4141	CAPITAL PROJECTS MANAGER,PW	CURRENT		98F	6047.55	7512.73
		10/01/2004		99E	6198.45	7700.36
		10/01/2005		100D	6353.18	7892.64
3436	SENIOR CIVIL ENGINEER	CURRENT		102F	6740.18	8373.18
		10/01/2004		103E	6908.36	8582.09
		10/01/2005		104D	7080.64	8796.45
3497	SENIOR ELECTRICAL ENGINEER	CURRENT		102F	6740.18	8373.18
		10/01/2004		103E	6908.36	8582.09
		10/01/2005		104D	7080.64	8796.45
3553	SENIOR MECHANICAL ENGINEER	CURRENT		104F	7115.73	8840.09
		10/01/2004		105E	7293.36	9060.82
		10/01/2005		106D	7475.64	9287.00
3588	SENIOR STRUCTURAL ENGINEER	CURRENT		102F	6740.18	8373.18
		10/01/2004		103E	6908.36	8582.09
		10/01/2005		104D	7080.64	8796.45
4034	SUPERVISING ARCHITECT I	CURRENT		94F	5425.82	6740.18
		10/01/2004		95E	5560.91	6908.36
		10/01/2005		96D	5699.55	7080.64
4036	SUPERVISING ARCHITECT II	CURRENT		98F	6047.55	7512.73
		10/01/2004		99E	6198.45	7700.36
		10/01/2005		100D	6353.18	7892.64

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
3437	SUPERVISING CIVIL ENGINEER I	CURRENT		92F	5139.64	6384.64
		10/01/2004		93E	5268.00	6543.73
		10/01/2005		94D	5399.09	6706.91
3441	SUPERVISING CIVIL ENGINEER II	CURRENT		96F	5727.91	7115.73
		10/01/2004		97E	5871.18	7293.36
		10/01/2005		98D	6017.73	7475.64
3443	SUPERVISING CIVIL ENGINEER III	CURRENT		100F	6384.64	7931.73
		10/01/2004		101E	6543.73	8129.36
		10/01/2005		102D	6706.91	8331.91
3432	SUPVG CIVIL ENGINEERING ASSISTANT	CURRENT		88B	4565.36	5671.18
		10/01/2004		89A	4679.00	5813.00
		10/01/2005		89L	4796.27	5958.45
3720	SUPVG COMMUNICATIONS DESIGN TECH	CURRENT		78F	3521.18	4367.09
		10/01/2004		79E	3607.91	4476.36
		10/01/2005		80D	3696.55	4588.09
4373	SUPVG ENGINEERING GEOLOGIST II	CURRENT		96G	5742.09	7133.27
		10/01/2004		97F	5885.73	7311.45
		10/01/2005		98E	6032.64	7494.18
4374	SUPVG ENGINEERING GEOLOGIST III	CURRENT		100F	6384.64	7931.73
		10/01/2004		101E	6543.73	8129.36
		10/01/2005		102D	6706.91	8331.91
4053	SUPERVISING LANDSCAPE ARCHITECT I	CURRENT		90D	4844.00	6017.73
		10/01/2004		91C	4964.73	6167.73
		10/01/2005		92B	5088.73	6321.73
4057	SUPERVISING LANDSCAPE ARCHITECT II	CURRENT		93D	5255.00	6527.55
		10/01/2004		94C	5385.73	6690.27
		10/01/2005		95B	5519.73	6857.09
3559	SUPERVISING MECHANICAL ENGINEER III	CURRENT		102F	6740.18	8373.18
		10/01/2004		103E	6908.36	8582.09
		10/01/2005		104D	7080.64	8796.45
3530	SUPVG TELECOM SYSTEMS ENGINEER	CURRENT	N4	100E	7494.18	7912.18
		10/01/2004	N4	101D	7681.27	8109.27
		10/01/2005	N4	102C	7873.09	8311.27

Section 1B Financial Crisis

For the sole purpose of modifying Section 1A of this Article, no later than October 1st 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 of Federal reduction in revenues and/or a shift in costs resulting in major increased expenditures.

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

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

This Section will sunset on September 30, 2006.

Section 2. Step Advances

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

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her 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/her 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/her 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/her 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/her 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 Evaluation.

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 that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 9 EMPLOYEE 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. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.

3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.

4. 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 10 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. Non-Exempt Employees

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. An employee, except for employees in the Department of Health Services, 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 subject to staffing requirements and with prior written approval of departmental management.

Management may direct an employee to use/his/her accumulated compensatory time provided the employee is given thirty calendar days 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. Usage of Previously Earned Compensatory Time - Non-Exempt Employees

A. Non-exempt employees, as defined by the Fair Labor Standards Act, who retain compensatory time off on the books earned prior to April 15, 1985 shall use such time until exhausted except that the employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice or be denied a timely request to take such time off.

B. Any compensatory time accumulated by employees prior to April 15, 1985 shall remain to the employees' credit until 12 months after the effective date of this Article or until it is taken off either at the employee's request or at the direction of

management as provided in Paragraph "A" of this section, whichever is earlier. Time subject to be lost after the twelfth month following the effective date of this article will be paid to the employee at the straight time rate rather than lost.

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. For purposes of this article work week is distinguished from work schedules.

Section 4. Saving Clause

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

Section 5. 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 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993 and June 30, 1994 only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4) below.

(1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.

(2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.

(3) Such CTO either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the books".

(4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

B. All overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.

C. 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.

D. CTO accrued between October 1, 1993 and June 30, 1994 shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

E. From July 1, 1994, through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993, and June 30, 1994, at the rate of pay then in effect for the employee.

Section 7.

1. Notwithstanding any other provision of the MOU for overtime worked by an employee during the fire emergencies declared by the Board of Supervisors in

October and November 1993, and the Northridge Earthquake Emergency declared by the Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the MOU, shall receive overtime compensation as follows for overtime worked determined by the employee's department head to be due to an Emergency.

A. To the extent that such time would have qualified for time and one-half compensatory time off (CTO) under the provisions of the MOU, such overtime shall be paid at the rate of time and one-half, unless the employee opts to receive time and one-half CTO.

B. To the extent that such time would have qualified for straight time CTO under the provisions of the MOU, such overtime shall be paid at the straight time rate of pay, unless the employee opts to receive straight time CTO.

C. In the event an employee opts to receive CTO, at the employee's option, such CTO time may be used or converted to pay in accordance with the provisions of Section 9A.(3) and 9C. of this Article.

D. Nothing in this Section is intended to alter the definition of "overtime" as set forth elsewhere in the MOU, or the circumstances under which overtime compensation must be paid.

E. At the time the employee is asked to work the overtime, the employee shall be told by Management whether the overtime to be worked is related to an Emergency.

2. For purposes of this Section, the October and November 1993 fire emergencies began on October 26, 1993 and continued through November 30, 1993, and the Northridge earthquake emergency began on January 17, 1994, and will end June 30, 1994.

3. It is the specific agreement of the parties that each and every other provision of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE 11 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 Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 12 GENERAL PROVISIONS

Section 1. Literature

Management agrees to give to each new employee in the Unit a post card furnished by CAPE requesting that information about CAPE be sent to his/her home.

Section 2. Reimbursement - Required Books

Management agrees to reimburse an employee for the cost of required book(s) used under provisions of the Tuition Refund Program.

Section 3. Tuition Reimbursement Plan Substitution

Management agrees that, with approval of cognizant departmental management, individual participants and different courses may be substituted during the training year for the ones contained in a department's original approved tuition reimbursement plan, provided that such substitutions continue to support the objectives and goals of the Tuition Reimbursement Program.

ARTICLE 13 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 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 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/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Upon adoption of this Memorandum of Understanding by the Board of Supervisors, an employee in reviewing his/her personnel file may request and have any written reprimands issued more than two years prior removed from his/her personnel file, except as such may be a part of an official permanent record.

ARTICLE 14 BULLETIN BOARDS

Management will furnish CAPE bulletin boards or Arch-Files at all appropriate work locations which shall be used only for the following subjects:

A. CAPE recreational, social and related news bulletins;

B. Scheduled CAPE meetings;

C. Information concerning CAPE elections or the results thereof;

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

E. Other material concerning CAPE business.

Prior to posting any material other than that listed under A, B, C, and D above, it shall be initialed by an authorized representative of both CAPE and the department head.

In cases where CAPE 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 CAPE at that work location.

ARTICLE 15 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. CAPE 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 and conditions in writing to their immediate supervisor and Departmental Safety Officer. The employee has the right to submit the matter in writing personally or through the area representative. The immediate supervisor and/or the Departmental Safety Officer will submit a written response to the employee.

On any matter that is not resolved by the immediate supervisor or the Departmental Safety Officer within a reasonable period of time, the area representative may confer with the Safety Officer who will respond in writing.

If the employee or the area representative is not satisfied with the response, a CAPE business representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Administrative Office or his/her designate. A representative of such Division shall investigate the matter and advise the department head and CAPE of his/her findings and recommendations, if any.

Management and CAPE 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 2 CAPE-Management Safety Committee - In the Department of Public Works

The parties agree that upon the Association's request to the Department's Director, there shall be created a CAPE-Management Safety Committee for that Department.

The CAPE-Management Safety Committee shall be comprised of two representatives designated by the Association, and two Management representatives designated by the Department's Director.

The Committee shall have regular meetings on a quarterly basis. Any member of the Committee may call additional special meetings of the Committee upon notifying the other Committee members one calendar week in advance.

The Committee shall have the authority to:

(a) Develop its own internal procedures

(b) Meet on County time to review the Department's safety policies and procedures as well as to discuss incidents or situations involving the Department's employee(s)' health or safety and develop recommendations.

(c) Make recommendations to the Department's Director on these matters.

(d) Request the Department conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

ARTICLE 16 WORK SCHEDULES

Section 1. Change of Workweek or Shift

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior written notice of ten (10) working days to the concerned employee.

Nothing herein shall limit the authority of the department or district head to make 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. Holiday Leave for Certain Employees who are Required to Work on County Holidays

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to applicable provisions of Title 6 of the Los Angeles County Code, that persons employed in the classifications listed below may, at Management's option, be scheduled to work on County holidays, as defined by Section 6.12.040 of said Code and that in each instance where work on such day is necessitated by construction activities on the part of private contractors who work on such days, or construction activities involving other public or private entities with which the County has a contractual obligation, such employees shall accumulate holiday leave. Such holiday leave may be taken off at a later date subject to approval by

Management, except that, in all cases, Management shall grant eight (8) hours of such accrued time off on the day following Thanksgiving.

Construction Project Manager (4127)

Engineering Testing Group (3850)

Facilities Project Management Group (4120)

Building Inspection Group (4165)

Construction Inspection Group (4200)

Section 3. Hours of Work

The department's signatory to this Memorandum of Understanding agree to meet and consult, upon request, with CAPE representatives, at least once annually, regarding alternate work schedules.

Section 4. 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.

ARTICLE 17 AFFIRMATIVE ACTION

The County's principal authorized agent or his/her authorized representative, shall, upon request, meet annually during the term of this agreement with a representative of CAPE to discuss goals and objectives of affirmative action programs as submitted to the Office of Affirmative Action Compliance.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1. Definition

"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.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss his/her complaint with his/her immediate supervisor in a sincere effort to resolve the complaint without the need to file a formal written grievance.

2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time in a sincere effort to resolve the complaint.

3. CAPE and the departmental management will, upon request, advise the employee and his/her supervisor of the necessary information to process the grievance in compliance with the grievance procedure.

4. CAPE 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 3. Waivers and Time Limits

1. Failure of 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 and approval of the County's "authorized agent," the grievance may revert to a prior level for reconsideration.

Section 4. General Rights and Restrictions

1. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.

2. An employee may present his/her grievance to Management on County time, Provided that he/she accomplishes all phases of preparation and presentation in

a reasonable and expeditious manner. In scheduling the time, place and duration of any grievance meeting, both 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.

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.

4. If an employee requests to be represented by CAPE, only authorized CAPE staff representatives as specified in Article 24, Work Access, may represent him/her in formal grievance meetings.

5. Management shall notify CAPE of any formal grievance involving the terms and conditions of this Memorandum of Understanding.

6. A CAPE 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 this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

A. Within five (5) business days from the occurrence of the matter on which the complaint is based or within five (5) business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.

B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in his/her absence, his/her authorized representative shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor

A. Within ten (10) business days of receipt of the answer from the immediate supervisor in an informal complaint, or within ten (10) business days from the occurrence of the matter on which a complaint is based or within ten (10) business days of his knowledge of such an 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. 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 or his/her authorized representative shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Middle Management

A. Within ten (10) business days from his/her receipt of the decision at Step 1, the employee may appeal to middle management. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by his/her immediate supervisor, shall be submitted.

B. Within ten (10) business days from receipt of the grievance, the middle manager shall meet with the employee and give his/her answer in writing. The employee may be accompanied by his/her designated representative at such a meeting.

4 Formal Complaint - Step 3, Department Head

A. Within ten (10) business days from his/her receipt of the decision at Step 2, the employee may appeal to the department head. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by the middle manager, shall be submitted.

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 steps shall make a

thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

On matters that do not 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 shall be final as to disposition of matters within his/her authority.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the department head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

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

   A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his/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 the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted

to County's Chief Administrative Officer and to the County department head or officer affected, which written request shall:

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

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

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

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

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

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

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

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

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Authorized Agents

Provisions of Law

Notice of Layoff

Personnel Files

Section 7. Attendance at Grievance Hearings

A CAPE 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.

ARTICLE 19 GRIEVANCE GENERAL-IN- CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE 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 agree upon:

A. Within ten (10) business days from the occurrence of the matter, or within ten (10) business days from its knowledge of such an occurrence, where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this MOU, 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 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, the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative

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 this matter.

C. Within thirty (30) 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 6 of Article 18, the disagreement may be submitted to arbitration in accordance with the provision of Section 6, Article 18 of this MOU.

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 MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of the individual employees. Significantly large number of employees in the unit is defined as (a) a majority of the employees in the Unit; (b) all the employees within a department in the Unit, or (c) all the employees within a readily identifiable occupation, such as Truck Driver and Stenographer

ARTICLE 20 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 18, 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.

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 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 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
Discrimination
Implementation
Term
Renegotiation
Safety and Health
Payroll Deductions and Dues
Authorized Agents
Provisions of Law

ARTICLE 21 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of employee representatives agreed upon by CAPE and each department. CAPE shall give each department and the Chief Administrative Office a written list of the names of employees selected as employee representatives which list shall be kept current by CAPE and only employees designated as authorized employee representatives will be recognized by the County.

CAPE agrees that whatever investigation or the processing of a formal grievance 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. Employee representatives 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.

Upon entering other work locations, the employee representative shall inform the 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 employee representative will be informed when the employee will be made available. The employee representative shall perform the aforementioned duties without loss of pay.

ARTICLE 22 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 23 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

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 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.

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 classification 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 24 PAYROLL DEDUCTION 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 1 to September 30, 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 deduction are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If at any time during the term of this MOU, thirty (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 MOU to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee arrangement as provided by 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 casts 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, through the Employee Relations Commission 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 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 an 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 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, and non-labor charitable

fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the union. The union shall forward such funds 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 and 2 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 use of agency fees as provided 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-members agency fee payers in 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; or pay an Agency Shop Fee to the Union; or execute 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 and 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 an Agency Shop fee from the regular pay warrants of such employee.

The effective date of deducting Union dues, 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. Employee Lists

The Auditor-Controller will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, 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.

The employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

G. Indemnification Clause

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

ARTICLE 25 ASSOCIATION RIGHTS

Section 1. Work Access

Authorized CAPE representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least two (2) hours before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the department or district head affected a written list of all authorized representatives which list shall be kept current by the Association. Access to work locations will only be granted to representatives on the current list.

Section 2. Distribution of Materials

Management shall provide to each new employee entering the Unit a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations ordinance and the status of CAPE as the certified majority representative for this Unit, as well as material related to the services and employee benefits programs offered by CAPE. Four times a year, CAPE may request from the department a list of new employees entering the Unit by name, classification, salary, and pay location.

Section 3. Employee List

Within 90 days of the effective date of this Memorandum of Understanding and at the request of CAPE, the County shall provide CAPE with a list of the names, employee numbers, item numbers, item titles, and department numbers of all employees in the Bargaining Unit. Every reasonable effort shall be made to provide the list in the format specified by CAPE. CAPE may request an employee list up to four times a year. An updated employee list will be provided at no charge during each year of the term of this agreement. CAPE shall pay the county $100.00 for each additional list that it receives.

ARTICLE 26 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 CAPE 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 of this Memorandum of Understanding in its entirety.

ARTICLE 27 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 agrees that the other shall not be required to negotiate with respect to any matter covered herein 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 28 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: 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. CAPE'S principal authorized agent shall be the CAPE Board of Directors or their duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400).

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 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 30 EMPLOYEE RIGHTS

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 NOTICE OF LAYOFF

Section 1 Board Policy on Work Force Reductions

It is the intent of the parties 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 32 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 right 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 33 INVOLUNTARY TRANSFERS

Upon the involuntary transfer of an employee in this Unit and said employee filing a grievance thereon, the employee or CAPE may unilaterally waive the first and second levels of the grievance procedure and file his/her grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDY

Section 1 Definition of Authority

For the purpose of this Article, a classification study is a study 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 through 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 has the responsibility to process classification studies.

Section 4 Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification studies shall be promptly acknowledged. It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the Department's Personnel Office shall upon request provide a progress report to the employee and/or to CAPE.

ARTICLE 35 CHANGE OF WORK ASSIGNMENT

During the period January 1 through January 31, a permanent, full-time employee in the Bargaining Unit assigned to the Department of Public Works who received at least a competent rating on his/her last performance evaluation, who desires to be assigned to a different work assignment within the Department of Public Works, may submit a written request for a change of work assignment to the Department's personnel office.

Requests for a change of work assignment shall be valid for one year from date of filing and must be renewed annually if the employee still desires to be considered for a change of work assignment. Beginning February, during the term of this agreement, Public Works management will review requests on file as vacancies occur and make an effort to assign those employees with requests on file to different work assignments within Public Works based on the desire of employees, the employees' qualifications, the availability of vacant assignments within their respective classifications, and the operational needs of the department.

ARTICLE 36 EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification title, item number, item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who never the Bargaining Unit and who are covered by this Agreement. This employee lists provided to CAPE at a cost to be determined by 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.

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES,
M.E.B.A., AFL-CIO

By Brian C. Brooks

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
David E. Janssen
Chief Administrative Officer

SIGNATURE PAGE (Continued)

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES, M.E.B.A., AFL-CIO

By

By

By

By

By

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By

By

By

By

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS
REGARDING THE
ENGINEERING TECHNICIAN'S
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 7th day of September 2004.

BY AND BETWEEN	Authorized Management Representatives hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")
AND	CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES, M.E.B.A., AFL-CIO (hereinafter referred to as "CAPE")

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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, CAPE was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-29-69) as the majority representative of County employees in the Professional Engineers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE 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 classifications identified in Article 8 of this Memorandum of Understanding.

The County agrees not to meet and confer with another employee organization with the intent of reaching an agreement to modify any understanding included in the negotiated agreement between CAPE and the County.

ARTICLE 2 EXCLUSIVITY

Management agrees to recognize CAPE as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CAPE 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 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. 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 provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as defined 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 March 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 a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2006 through May 31, 2006 its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding. Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2006. An impasse concerning the matters under negotiation shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 15, 2006 unless the parties mutually agree to continue negotiations.

ARTICLE 6 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, or handicapped status.

ARTICLE 7 SPECIAL PAY PRACTICES

Section 1. 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 minimum payment of four hours' pay at the rate of time and one-half. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee shall 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/her 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. Extra Trip Mileage

A mileage permittee may be paid "extra trip mileage," as defined in Section 5.40.230 of the Los Angeles County Code, provided he/she is required to make field calls in the performance of "extra trip mileage" duties.

In "extra trip" instances, mileage will be allowed from home to all points of contact and return home.

No reimbursement is allowable to any employee, regardless of circumstances, between home and headquarters and return home.

Section 3. Hazard Pay

Management agrees to pay to $.50 per hour for those classes in this Unit presently receiving hazard pay.

Such hazard pay shall be limited to those CAPE classes currently receiving hazard pay under the terms and conditions of the Los Angeles County Code.

Section 4. Supervisor-Subordinate Pay

The Chief Administrative Officer shall authorize compensation for a supervisor at a rate of $1.00 per month more than the base rate of his/her highest paid subordinate when the qualifying conditions are met as provided in Section 6.10.070 of the Los Angeles County Code.

Section 5. Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the Los Angeles County Code shall receive a per hour bonus of sixty cents ($.60) for each hour worked during said shifts.

Section 6. Standby Pay

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 fifty cents ($.50) per hour for each hour of such standby service not to exceed one hundred dollars ($100.00) a month. Employees residing at their work site are excluded from this provision.

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 7. 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 the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CAO's approval in writing. To qualify for this additional compensation 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; or

2. Perform 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 salary 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.

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. 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 22, Out-Of-Class Assignments for the same assignment.

The additional compensation provided in the Section shall not be constitute a base rate.

Section 8.

The parties further agree that during the term of this MOU upon the Union, CAPE's, request, Management and the Union will for one time only, meet and consult on the subject of reimbursement of the costs of obtaining and maintaining licenses and certificates a proposed by CAPE and recommended by the Fact Finder in the Fact Finding Report and Recommended Terms of Settlement dated March 17, 2004.

ARTICLE 8 SALARIES

Section 1A. Recommended Salary Adjustment

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 indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4101	AIRPORT PROJECT COORDINATOR	CURRENT		83F	4026.55	5001.82
		10/01/2004		84E	4126.73	5126.91
		10/01/2005		85D	4229.36	5255.00
4072	ARCHITECTURAL AID	CURRENT		69F	2768.18	3428.36
		10/01/2004		70E	2836.00	3512.55
		10/01/2005		71D	2906.00	3599.18
4076	ARCHITECTURE PLAN ROOM TECHNICIAN	CURRENT		76K	3370.64	4177.64
		10/01/2004		77J	3453.18	4281.64
		10/01/2005		78H	3538.45	4388.73
2469	ASST TITLE INSTRUMENT SPECIALIST	CURRENT		82G	3929.27	4880.00
		10/01/2004		83F	4026.55	5001.82
		10/01/2005		84E	4126.73	5126.91
3716	ASSISTANT TRANSIT ANALYST,PW	CURRENT		80J	3742.45	4644.91
		10/01/2004		81H	3834.91	4761.09
		10/01/2005		82G	3929.27	4880.00
4171	BUILDING ENGINEERING INSPECTOR	CURRENT		84F	4136.91	5139.64
		10/01/2004		85E	4239.82	5268.00
		10/01/2005		86D	4345.45	5399.09
4167	BUILDING ENGINEERING INSPECTOR AID	CURRENT		77E	3420.09	4239.82
		10/01/2004		78D	3503.91	4345.45
		10/01/2005		79C	3590.45	4454.18
4169	BUILDING INSPECTOR I	CURRENT	N2	83F	4250.27	5001.82
		10/01/2004	N2	84E	4356.27	5126.91
		10/01/2005	N2	85D	4465.27	5255.00
4173	BUILDING INSPECTOR II	CURRENT		87F	4487.45	5574.64
		10/01/2004		88E	4599.45	5713.73
		10/01/2005		89D	4714.18	5856.64

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4177	BUILDING INSPECTOR III	CURRENT		89F	4737.64	5885.73
		10/01/2004		90E	4856.00	6032.64
		10/01/2005		91D	4977.09	6183.09
4161	BUILDING PERMIT TECHNICIAN I	CURRENT		67E	2617.45	3241.64
		10/01/2004		68D	2681.91	3321.55
		10/01/2005		69C	2748.27	3403.55
4162	BUILDING PERMIT TECHNICIAN II	CURRENT		71E	2913.00	3607.91
		10/01/2004		72D	2984.09	3696.55
		10/01/2005		73C	3057.91	3788.55
3633	CADASTRAL ENGINEER	CURRENT		88J	4644.91	5770.45
		10/01/2004		89H	4761.09	5914.82
		10/01/2005		90G	4880.00	6062.45
3652	CIVIL ENGINEERING TECHNICIAN	CURRENT		78J	3547.09	4399.55
		10/01/2004		79H	3634.09	4509.64
		10/01/2005		80G	3724.09	4622.18
3570	CLINICAL LAB EQUIPMENT SPECIALIST	CURRENT		85H	4271.18	5307.00
		10/01/2004		86G	4377.91	5439.18
		10/01/2005		87F	4487.45	5574.64
3719	COMMUNICATIONS DESIGN TECHNICIAN	CURRENT		74C	3140.45	3891.09
		10/01/2004		75B	3217.91	3986.91
		10/01/2005		76A	3297.00	4086.00
3725	COMMUNICATIONS SERVICES ANALYST	CURRENT		85L	4302.55	5346.00
		10/01/2004		86K	4410.36	5479.27
		10/01/2005		87J	4520.73	5615.82
3971	CONSTRUCTION COST ESTIMATOR	CURRENT		83H	4046.36	5026.55
		10/01/2004		84G	4147.09	5152.36
		10/01/2005		85F	4250.27	5281.00
4195	CONSTRUCTION INSPECTOR	CURRENT		82L	3967.45	4928.00
		10/01/2004		83K	4066.18	5051.27
		10/01/2005		84J	4167.45	5177.82
3962	CONTRACT ADMINISTRATOR	CURRENT		84F	4136.91	5139.64
		10/01/2004		85E	4239.82	5268.00
		10/01/2005		86D	4345.45	5399.09
4108	DEPARTMENTAL FACILITIES PLANNER I	CURRENT		89G	4749.36	5900.27
		10/01/2004		90F	4868.00	6047.55
		10/01/2005		91E	4989.45	6198.45
4112	DEPARTMENTAL FACILITIES PLANNER II	CURRENT		91G	5014.18	6229.18
		10/01/2004		92F	5139.64	6384.64
		10/01/2005		93E	5268.00	6543.73

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
3604	ENGINEERING AID I	CURRENT	ND	60C	2152.91	2535.55
		10/01/2004	ND	61B	2207.55	2598.36
		10/01/2005	ND	62A	2263.00	2662.00
3606	ENGINEERING AID II	CURRENT		65C	2469.00	3057.91
		10/01/2004		66B	2529.27	3132.73
		10/01/2005		67A	2592.00	3210.00
3608	ENGINEERING AID III	CURRENT		70G	2850.00	3529.82
		10/01/2004		71F	2920.00	3616.64
		10/01/2005		72E	2991.45	3705.73
3852	ENGINEERING TESTING AID I	CURRENT	ND	60C	2152.91	2535.55
		10/01/2004	ND	61B	2207.55	2598.36
		10/01/2005	ND	62A	2263.00	2662.00
3854	ENGINEERING TESTING AID II	CURRENT		65C	2469.00	3057.91
		10/01/2004		66B	2529.27	3132.73
		10/01/2005		67A	2592.00	3210.00
3856	ENGINEERING TESTING AID III	CURRENT		70G	2850.00	3529.82
		10/01/2004		71F	2920.00	3616.64
		10/01/2005		72E	2991.45	3705.73
3859	ENGINEERING TESTING TECHNICIAN	CURRENT		75B	3217.91	3986.91
		10/01/2004		76A	3297.00	4086.00
		10/01/2005		76L	3378.82	4187.82
4085	FACILITIES PLANNING AID I	CURRENT		60E	2163.82	2688.55
		10/01/2004		61D	2218.64	2754.91
		10/01/2005		62C	2274.64	2822.00
4086	FACILITIES PLANNING AID II	CURRENT		68E	2688.55	3329.73
		10/01/2004		69D	2754.91	3411.82
		10/01/2005		70C	2822.00	3495.27
4090	FACILITIES PLANNING ASSISTANT	CURRENT		74E	3155.91	3910.18
		10/01/2004		75D	3233.73	4006.73
		10/01/2005		76C	3313.36	4106.36
4122	FACILITIES PROJECT MANAGEMENT ASST	CURRENT		74E	3155.91	3910.18
		10/01/2004		75D	3233.73	4006.73
		10/01/2005		76C	3313.36	4106.36
4123	FACILITIES PROJECT MANAGEMENT ASSOC	CURRENT		84L	4187.82	5203.27
		10/01/2004		85K	4292.09	5333.00
		10/01/2005		86J	4399.55	5465.91
4125	FACILITIES PROJECT MANAGER I	CURRENT		91D	4977.09	6183.09
		10/01/2004		92C	5101.45	6337.45
		10/01/2005		93B	5229.00	6495.18

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4128	FACILITIES PROJECT MANAGER II	CURRENT		95G	5588.36	6942.55
		10/01/2004		96F	5727.91	7115.73
		10/01/2005		97E	5871.18	7293.36
3701	HIGHWAY ENGINEERING SPECIALIST	CURRENT		89B	4690.73	5827.55
		10/01/2004		90A	4808.00	5973.00
		10/01/2005		90L	4928.00	6122.09
3683	HIGHWAY TECHNICIAN	CURRENT		78J	3547.09	4399.55
		10/01/2004		79H	3634.09	4509.64
		10/01/2005		80G	3724.09	4622.18
2054	JUNIOR REAL PROPERTY AGENT	CURRENT	NJ	62G	2701.82	2701.82
		10/01/2004	NJ	63F	2768.18	2768.18
		10/01/2005	NJ	64E	2836.00	2836.00
4432	LAND DIVISION SPECIALIST	CURRENT		83B	3986.91	4952.36
		10/01/2004		84A	4086.00	5076.00
		10/01/2005		84L	4187.82	5203.27
4049	LANDSCAPE ARCHITECTURAL ASSOCIATE	CURRENT		83D	4006.73	4977.09
		10/01/2004		84C	4106.36	5101.45
		10/01/2005		85B	4208.45	5229.00
3571	MEDICAL ELECTRONICS EQUIPMENT SPEC	CURRENT		86A	4313.00	5359.00
		10/01/2004		86L	4421.18	5492.64
		10/01/2005		87K	4531.82	5629.55
4099	PARK PLANNING ASSISTANT	CURRENT		79E	3607.91	4476.36
		10/01/2004		80D	3696.55	4588.09
		10/01/2005		81C	3788.55	4702.45
4107	PLANNER,BEACHES & HARBORS	CURRENT		87E	4476.36	5560.91
		10/01/2004		88D	4588.09	5699.55
		10/01/2005		89C	4702.45	5842.09
4471	PLANNING AID I	CURRENT	ND	60E	2163.82	2548.09
		10/01/2004	ND	61D	2218.64	2611.09
		10/01/2005	ND	62C	2274.64	2675.27
4472	PLANNING AID II	CURRENT		65E	2481.00	3072.82
		10/01/2004		66D	2541.82	3148.18
		10/01/2005		67C	2604.73	3225.82
4473	PLANNING AID III	CURRENT		70J	2864.00	3547.09
		10/01/2004		71H	2934.00	3634.09
		10/01/2005		72G	3006.18	3724.09
4475	PLANNING AID IV	CURRENT		72J	3020.91	3742.45
		10/01/2004		73H	3095.18	3834.91
		10/01/2005		74G	3171.36	3929.27

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
3671	PRINCIPAL CIVIL ENGINEERING TECH	CURRENT		84J	4167.45	5177.82
		10/01/2004		85H	4271.18	5307.00
		10/01/2005		86G	4377.91	5439.18
4104	PRINCIPAL FACILITIES PLANNING ASST	CURRENT		85E	4239.82	5268.00
		10/01/2004		86D	4345.45	5399.09
		10/01/2005		87C	4454.18	5533.45
3691	PRINCIPAL HIGHWAY TECHNICIAN	CURRENT		84J	4167.45	5177.82
		10/01/2004		85H	4271.18	5307.00
		10/01/2005		86G	4377.91	5439.18
4435	PRINCIPAL REGIONAL PLANNING ASST	CURRENT		87J	4520.73	5615.82
		10/01/2004		88H	4633.55	5756.27
		10/01/2005		89G	4749.36	5900.27
3628	PRINCIPAL SURVEY-MAPPING TECHNICIAN	CURRENT		84J	4167.45	5177.82
		10/01/2004		85H	4271.18	5307.00
		10/01/2005		86G	4377.91	5439.18
3568	RADIOLOGY EQUIPMENT SPECIALIST	CURRENT		85H	4271.18	5307.00
		10/01/2004		86G	4377.91	5439.18
		10/01/2005		87F	4487.45	5574.64
2057	REAL PROPERTY AGENT I	CURRENT		76G	3346.09	4147.09
		10/01/2004		77F	3428.36	4250.27
		10/01/2005		78E	3512.55	4356.27
2058	REAL PROPERTY AGENT II	CURRENT		83G	4036.45	5014.18
		10/01/2004		84F	4136.91	5139.64
		10/01/2005		85E	4239.82	5268.00
4439	REGIONAL PLANNER I	CURRENT		91J	5038.91	6259.91
		10/01/2004		92H	5165.09	6416.09
		10/01/2005		93G	5294.00	6576.09
4440	REGIONAL PLANNER II	CURRENT		93J	5320.00	6608.45
		10/01/2004		94H	5452.55	6773.45
		10/01/2005		95G	5588.36	6942.55
4428	REGIONAL PLANNING ASSISTANT I	CURRENT		75J	3273.27	4056.27
		10/01/2004		76H	3354.27	4157.27
		10/01/2005		77G	3436.64	4260.73
4430	REGIONAL PLANNING ASSISTANT II	CURRENT		81J	3844.18	4772.82
		10/01/2004		82H	3938.82	4892.00
		10/01/2005		83G	4036.45	5014.18
3033	SAFETY ASSISTANT	CURRENT		73F	3080.27	3816.36
		10/01/2004		74E	3155.91	3910.18
		10/01/2005		75D	3233.73	4006.73

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
3034	SAFETY INSPECTOR	CURRENT		79F	3616.64	4487.45
		10/01/2004		80E	3705.73	4599.45
		10/01/2005		81D	3797.82	4714.18
3036	SAFETY OFFICER	CURRENT		82K	3957.91	4916.00
		10/01/2004		83J	4056.27	5038.91
		10/01/2005		84H	4157.27	5165.09
4175	SR BUILDING ENGINEERING INSPECTOR	CURRENT		88F	4610.82	5727.91
		10/01/2004		89E	4725.91	5871.18
		10/01/2005		90D	4844.00	6017.73
3660	SENIOR CIVIL ENGINEERING TECHNICIAN	CURRENT		80J	3742.45	4644.91
		10/01/2004		81H	3834.91	4761.09
		10/01/2005		82G	3929.27	4880.00
3972	SENIOR CONSTRUCTION COST ESTIMATOR	CURRENT		86D	4345.45	5399.09
		10/01/2004		87C	4454.18	5533.45
		10/01/2005		88B	4565.36	5671.18
4197	SENIOR CONSTRUCTION INSPECTOR	CURRENT		86L	4421.18	5492.64
		10/01/2004		87K	4531.82	5629.55
		10/01/2005		88J	4644.91	5770.45
3964	SENIOR CONTRACT ADMINISTRATOR	CURRENT		88F	4610.82	5727.91
		10/01/2004		89E	4725.91	5871.18
		10/01/2005		90D	4844.00	6017.73
3687	SENIOR HIGHWAY TECHNICIAN	CURRENT		80J	3742.45	4644.91
		10/01/2004		81H	3834.91	4761.09
		10/01/2005		82G	3929.27	4880.00
4433	SENIOR LAND DIVISION SPECIALIST	CURRENT		87B	4443.09	5519.73
		10/01/2004		88A	4554.00	5657.00
		10/01/2005		88L	4667.64	5798.82
4476	SENIOR PLANNING AID	CURRENT		80E	3705.73	4599.45
		10/01/2004		81D	3797.82	4714.18
		10/01/2005		82C	3891.09	4832.00
3621	SENIOR SURVEY-MAPPING TECHNICIAN	CURRENT		80J	3742.45	4644.91
		10/01/2004		81H	3834.91	4761.09
		10/01/2005		82G	3929.27	4880.00
4215	SR WASTE CONTROL ENGINEERING INSP	CURRENT		85C	4218.91	5242.00
		10/01/2004		86B	4323.82	5372.36
		10/01/2005		87A	4432.00	5506.00
3887	SURVEY AID	CURRENT		69L	2801.36	3469.73
		10/01/2004		70K	2871.00	3555.73
		10/01/2005		71J	2941.00	3642.82

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
3619	SURVEY-MAPPING TECHNICIAN	CURRENT		78J	3547.09	4399.55
		10/01/2004		79H	3634.09	4509.64
		10/01/2005		80G	3724.09	4622.18
3889	SURVEY TECHNICIAN I	CURRENT	N2	81K	4066.18	4784.55
		10/01/2004	N2	82J	4167.45	4904.00
		10/01/2005	N2	83H	4271.18	5026.55
3890	SURVEY TECHNICIAN II	CURRENT	N2	83K	4292.09	5051.27
		10/01/2004	N2	84J	4399.55	5177.82
		10/01/2005	N2	85H	4509.64	5307.00
3721	TELEPHONE SERVICES ANALYST	CURRENT		81J	3844.18	4772.82
		10/01/2004		82H	3938.82	4892.00
		10/01/2005		83G	4036.45	5014.18
2465	TITLE EXAMINER I	CURRENT	N2	75C	3403.55	3996.82
		10/01/2004	N2	76B	3486.64	4096.18
		10/01/2005	N2	77A	3573.00	4198.00
2468	TITLE EXAMINER II	CURRENT	N2	79G	3825.64	4498.55
		10/01/2004	N2	80F	3919.73	4610.82
		10/01/2005	N2	81E	4016.64	4725.91
2472	TITLE INSTRUMENT SPECIALIST	CURRENT		86G	4377.91	5439.18
		10/01/2004		87F	4487.45	5574.64
		10/01/2005		88E	4599.45	5713.73
3681	TRAFFIC CHECKER	CURRENT		62G	2297.91	2850.00
		10/01/2004		63F	2356.09	2920.00
		10/01/2005		64E	2415.00	2991.45
3715	TRANSIT ANALYST	CURRENT		84J	4167.45	5177.82
		10/01/2004		85H	4271.18	5307.00
		10/01/2005		86G	4377.91	5439.18
3917	VALUATION ENGINEER I	CURRENT		85F	4250.27	5281.00
		10/01/2004		86E	4356.27	5412.45
		10/01/2005		87D	4465.27	5547.18
3919	VALUATION ENGINEER II	CURRENT		89F	4737.64	5885.73
		10/01/2004		90E	4856.00	6032.64
		10/01/2005		91D	4977.09	6183.09
4213	WASTE CONTROL ENGINEERING INSPECTOR	CURRENT		82C	3891.09	4832.00
		10/01/2004		83B	3986.91	4952.36
		10/01/2005		84A	4086.00	5076.00
4211	WASTE CONTROL ENGRG INSP TRAINEE	CURRENT		76C	3313.36	4106.36
		10/01/2004		77B	3395.27	4208.45
		10/01/2005		78A	3478.00	4313.00

Section 1B Financial Crisis

For the sole purpose of modifying Section 1A of this Article, no later than October 1st 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 of Federal reduction in revenues and/or a shift in costs resulting in major increased expenditures.

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

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

This Section will sunset on September 30, 2006.

Section 2. Step Advances

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

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her 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/her 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/her 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/her 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/her 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 Evaluation.

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 that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 9 EMPLOYEE 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. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.

3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.

4. 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 10 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. Non-Exempt Employees

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. An employee, except for employees in Department of Health Services, 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 subject to staffing requirements and with prior written approval of departmental management.

Management may direct an employee to use/his/her accumulated compensatory time provided the employee is given thirty calendar days 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. Usage of Previously Earned Compensatory Time - Non-Exempt Employees

A. Non-exempt employees, as defined by the Fair Labor Standards Act, who retain compensatory time off on the books earned prior to April 15, 1985 shall use such time until exhausted except that the employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice or be denied a timely request to take such time off.

B. Any compensatory time accumulated by employees prior to April 15, 1985 shall remain to the employees' credit until 12 months after the effective date of this Article or until it is taken off either at the employee's request or at the direction of management as provided in Paragraph "A" of this section, whichever is earlier. Time subject to be lost after the twelfth month following the effective date of this article will be paid to the employee at the straight time rate rather than lost.

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. For purposes of this article work week is distinguished from work schedules.

Section 4. Saving Clause

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

Section 5. 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 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993, and June 30, 1994, only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4) below.

(1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.

(2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.

(3) Such CTO either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the books".

further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993, and June 30, 1994, only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4) below.

(1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.

(2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.

(3) Such CTO either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the books".

(4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

B. All overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.

C. 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.

D. CTO accrued between October 1, 1993 and June 30, 1994 shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

E. From July 1, 1994 through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

Section 7.

1. Notwithstanding any other provision of the MOU for overtime worked by an employee during the fire emergencies declared by the Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the MOU, shall receive overtime compensation as follows for overtime worked determined by the employee's department head to be due to an Emergency.

   A. To the extent that such time would have qualified for time and one-half compensatory time off (CTO) under the provisions of the MOU, such overtime shall be paid at the rate of time and one-half, unless the employee opts to receive time and one-half CTO.

   B. To the extent that such time would have qualified for straight time CTO under the provisions of the MOU, such overtime shall be paid at the straight time rate of pay, unless the employee opts to receive straight time CTO.

   C. In the event an employee opts to receive CTO, at the employee's option, such CTO time may be used or converted to pay in accordance with the provisions of Section 9A.(3) and 9C of this Article.

D. Nothing in this Section is intended to alter the definition of "overtime" as set forth elsewhere in the MOU, or the circumstances under which overtime compensation must be paid.

E. At the time the employee is asked to work the overtime, the employee shall be told by Management whether the overtime to be worked is related to an Emergency.

2. For purposes of this Section, the October and November 1993 fire emergencies began on October 26, 1993 and continued through November 30, 1993, and the Northridge earthquake emergency began on January 17, 1994 and will end June 30, 1994.

3. It is the specific agreement of the parties that each and every other provision of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE 11 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 Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 12 GENERAL PROVISIONS

Section 1. Literature

Management agrees to give to each new employee in the Unit a post card furnished by CAPE requesting that information about CAPE be sent to his/her home.

Section 2. Reimbursement - Required Books

Management agrees to reimburse an employee for the cost of required book(s) used under provisions of the Tuition Refund Program.

Section 3. Tuition Reimbursement Plan Substitution

Management agrees that, with approval of cognizant departmental management, individual participants and different courses may be substituted during the training year for the ones contained in a department's original approved tuition reimbursement plan, provided that such substitutions continue to support the objectives and goals of the Tuition Reimbursement Program.

ARTICLE 13 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 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 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/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Upon adoption of this Memorandum of Understanding by the Board of Supervisors, an employee in reviewing his/her personnel file may request and have any written reprimands issued more than two years prior removed from his/her personnel file, except as such may be a part of an official permanent record.

ARTICLE 14 BULLETIN BOARDS

Management will furnish CAPE bulletin boards or Arch-Files at all appropriate work locations which shall be used only for the following subjects:

A. CAPE recreational, social and related news bulletins;

B. Scheduled CAPE meetings;

C. Information concerning CAPE elections or the results thereof;

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

E. Other material concerning CAPE business.

Prior to posting any material other than that listed under A, B, C, and D above, it shall be initialed by an authorized representative of both CAPE and the department head.

In cases where CAPE 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 CAPE at that work location.

ARTICLE 15 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. CAPE 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 and conditions in writing to their immediate supervisor and Departmental Safety Officer. The employee has the right to submit the matter in writing personally or through the area representative. The immediate supervisor and/or the Departmental Safety Officer will submit a written response to the employee.

On any matter that is not resolved by the immediate supervisor or the Departmental Safety Officer within a reasonable period of time, the area representative may confer with the Safety Officer who will respond in writing.

If the employee or the area representative is not satisfied with the response, a CAPE business representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Administrative Office or his/her designate. A representative of such Division shall investigate the matter and advise the department head and CAPE of his/her findings and recommendations, if any.

Management and CAPE 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 2 CAPE-Management Safety Committee - In the Department of Public Works

The parties agree that upon the Association's request to the Department's Director, there shall be created a CAPE-Management Safety Committee for that Department.

The CAPE-Management Safety Committee shall be comprised of two representatives designated by the Association, and two Management representatives designated by the Department's Director.

The Committee shall have regular meetings on a quarterly basis. Any member of the Committee may call additional special meetings of the Committee upon notifying the other Committee members one calendar week in advance.

The Committee shall have the authority to:

(a) Develop its own internal procedures

(b) Meet on County time to review the Department's safety policies and

procedures as well as to discuss incidents or situations involving the Department's employee(s)' health or safety and develop recommendations.

(c) Make recommendations to the Department's Director on these matters.

(d) Request the Department conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

ARTICLE 16 WORK SCHEDULES

Section 1. Change of Workweek or Shift

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior written notice of ten (10) working days to the concerned employee.

Nothing herein shall limit the authority of the department or district head to make 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. Holiday Leave for Certain Employees who are Required to Work on County Holidays

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to applicable provisions of Title 6 of the Los Angeles County Code, that persons employed in the classifications listed below may, at Management's option, be scheduled to work on County holidays, as defined by Section 6.12.040 of said Code and that in each instance where work on such day is necessitated by construction activities on the part of private contractors who work on such days, or construction activities involving other public or private entities with which the County has a contractual obligation, such employees shall accumulate holiday

leave. Such holiday leave may be taken off at a later date subject to approval by Management, except that, in all cases, Management shall grant eight (8) hours of such accrued time off on the day following Thanksgiving.

Construction Project Manager (4127)

Engineering Testing Group (3850)

Facilities Project Management Group (4120)

Building Inspection Group (4165)

Construction Inspection Group (4200)

Section 3. Hours of Work

The department's signatory to this Memorandum of Understanding agree to meet and consult, upon request, with CAPE representatives, at least once annually, regarding alternate work schedules.

Section 4. 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.

ARTICLE 17 AFFIRMATIVE ACTION

The County's principal authorized agent or his/her authorized representative, shall, upon request, meet annually during the term of this agreement with a representative of CAPE to discuss goals and objectives of affirmative action programs as submitted to the Office of Affirmative Action Compliance.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1. Definition

"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.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss his/her complaint with his/her immediate supervisor in a sincere effort to resolve the complaint without the need to file a formal written grievance.

2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time in a sincere effort to resolve the complaint.

3. CAPE and the departmental management will, upon request, advise the employee and his/her supervisor of the necessary information to process the grievance in compliance with the grievance procedure.

4. CAPE 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 3. Waivers and Time Limits

1. Failure of 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 and approval of the County's "authorized agent," the grievance may revert to a prior level for reconsideration.

Section 4. General Rights and Restrictions

1. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.

2. An employee may present his/her grievance to Management on County time, Provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner. In scheduling the time, place and duration of any grievance meeting, both 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.

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.

4. If an employee requests to be represented by CAPE, only authorized CAPE staff representatives as specified in Article 24, Work Access, may represent him/her in formal grievance meetings.

5. Management shall notify CAPE of any formal grievance involving the terms and conditions of this Memorandum of Understanding.

6. A CAPE 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 this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

A. Within five (5) business days from the occurrence of the matter on which the complaint is based or within five (5) business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.

B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in his/her absence, his/her authorized representative shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor

A. Within ten (10) business days of receipt of the answer from the immediate supervisor in an informal complaint, or within ten (10) business days from

the occurrence of the matter on which a complaint is based or within ten (10) business days of his knowledge of such an 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. 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 or his/her authorized representative shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Middle Management

A. Within ten (10) business days from his/her receipt of the decision at Step 1, the employee may appeal to middle management. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by his/her immediate supervisor, shall be submitted.

B. Within ten (10) business days from receipt of the grievance, the middle manager shall meet with the employee and give his/her answer in writing. The employee may be accompanied by his/her designated representative at such a meeting.

4 Formal Complaint - Step 3, Department Head

A. Within ten (10) business days from his/her receipt of the decision at Step 2, the employee may appeal to the department head. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by the middle manager, shall be submitted.

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 steps shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

On matters that do not 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 shall be final as to disposition of matters within his/her authority.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the department head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

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

A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his/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 the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County department head or officer affected, which written request shall:

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

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

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

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

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

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

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

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Authorized Agents

Provisions of Law

Notice of Layoff

Personnel Files

Section 7. Attendance at Grievance Hearings

A CAPE 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.

ARTICLE 19 GRIEVANCE GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE 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 agree upon:

A. Within ten (10) business days from the occurrence of the matter, or within ten (10) business days from it's knowledge of such an occurrence, where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this MOU, 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 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, the initiating party shall have the right to meet with the

principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative 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 this matter.

C. Within thirty (30) 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 6 of Article 18, the disagreement may be submitted to arbitration in accordance with the provision of Section 6, Article 18 of this MOU.

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 MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of the individual employees. Significantly large number of employees in the unit is defined as (a) a majority of the employees in the Unit; (b) all the employees with in a department in the Unit, or (c) all the employees within a readily identifiable occupation, such as a Truck Driver and Stenographer.

ARTICLE 20 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 18, 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.

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 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 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
Discrimination
Implementation
Term
Renegotiation
Safety and Health
Payroll Deductions and Dues
Authorized Agents
Provisions of Law

ARTICLE 21 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of employee representatives agreed upon by CAPE and each department. CAPE shall give each department and the Chief Administrative Office a written list of the names of employees selected as employee representatives which list shall be kept current by CAPE and only employees designated as authorized employee representatives will be recognized by the County.

CAPE agrees that whatever investigation or the processing of a formal grievance 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. Employee representatives 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.

Upon entering other work locations, the employee representative shall inform the 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 employee representative will be informed when the employee will be made available. The employee representative shall perform the aforementioned duties without loss of pay.

ARTICLE 22 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 23 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

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 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.

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 classification 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 24 PAYROLL DEDUCTION 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 1 to September 30, 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 deduction are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If at any time during the term of this MOU, thirty (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 MOU to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee arrangement as provided by 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 casts 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, through the Employee

Relations Commission 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 employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set froth 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 an 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 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, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the union. The union shall forward such funds 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.

D. 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 and 2 shall prevail. There shall be only one election during the term of this agreement.

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, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-members agency fee payers in 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, 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; or pay an Agency Shop Fee to the Union; or execute 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 and 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 an Agency Shop Fee from the regular pay warrants of such employee.

The effective date of deducting Union dues, 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 Auditor-Controller will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, 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. The employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

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 ASSOCIATION RIGHTS

Section 1. Work Access

Authorized CAPE representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least two (2) hours before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the department or district head affected a written list of all authorized representatives which list shall be kept current by the Association. Access to work locations will only be granted to representatives on the current list.

Section 2. Distribution of Materials

Management shall provide to each new employee entering the Unit a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations ordinance and the status of CAPE as the certified majority representative for this Unit, as well as material related to the services and employee benefits programs offered by CAPE. Four times a year, Cape May request from the department a list of new employees entering the Unit by name, classification, salary, and pay location.

Section 3. Employee List

Within 90 days of the effective date of this Memorandum of Understanding and at the request of CAPE, the County shall provide CAPE with a list of the names, employee numbers, item numbers, item titles, and department numbers of all employees in the Bargaining Unit. Every reasonable effort shall be made to provide the list in the format specified by CAPE. CAPE may request an employee list up to four times a year. An updated employee list will be provided at no charge during each year of the term of this agreement. CAPE shall pay the county $100.00 for each additional list that it receives.

ARTICLE 26 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 CAPE 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 of this Memorandum of Understanding in its entirety.

ARTICLE 27 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 agrees that the other shall not be required to negotiate with respect to any matter covered herein 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 28 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: 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. CAPE'S principal authorized agent shall be the CAPE Board of Directors or their duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400.

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 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 30 EMPLOYEE RIGHTS

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 NOTICE OF LAYOFF

Section 1 Board Policy on Work Force Reductions

It is the intent of the parties 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 32 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 right 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 33 INVOLUNTARY TRANSFERS

Upon the involuntary transfer of an employee in this Unit and said employee filing a grievance thereon, the employee or CAPE may unilaterally waive the first and second levels of the grievance procedure and file his/her grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDY

Section 1 Definition of Authority

For the purpose of this Article, a classification study is a study 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 through 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 has the responsibility to process classification studies.

Section 4 Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification studies shall be promptly acknowledged. It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the Department's Personnel Office shall upon request provide a progress report to the employee and/or to CAPE.

ARTICLE 35 CHANGE OF WORK ASSIGNMENT

During the period January 1 through January 31, a permanent, full-time employee in the Bargaining Unit assigned to the Department of Public Works who received at least a competent rating on his/her last performance evaluation, who desires to be assigned to a different work assignment within the Department of Public Works, may submit a written request for a change of work assignment to the Department's personnel office.

Requests for a change of work assignment shall be valid for one year from date of filing and must be renewed annually if the employee still desires to be considered for a change of work assignment. Beginning February, during the term of this agreement, Public Works management will review requests on file as vacancies occur and make an effort to assign those employees with requests on file to different work assignments within Public Works based on the desire of employees, the employees' qualifications, the availability of vacant assignments within their respective classifications, and the operational needs of the department.

ARTICLE 36 EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, 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 Agreement. This employee lists provided to CAPE at a cost to be determined by 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.

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES,
M.E.B.A., AFL-CIO

By Brian C. Brooks

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By
David E. Janssen
Chief Administrative Officer

SIGNATURE PAGE (Continued)

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES, M.E.B.A., AFL-CIO

By

By

By

By

By

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By

By

By

By

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING ENGINEERING TECHNICIANS'
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 7th day of September 2004.

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

AND — CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES, M.E.B.A., AFL-CIO (hereinafter referred to as "CAPE")

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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, CAPE was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-29-69) as the majority representative of County employees in the Professional Engineers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE 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 classifications identified in Article 8 of this Memorandum of Understanding.

The County agrees not to meet and confer with another employee organization with the intent of reaching an agreement to modify any understanding included in the negotiated agreement between CAPE and the County.

ARTICLE 2 EXCLUSIVITY

Management agrees to recognize CAPE as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CAPE 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 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. 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 provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as defined 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 March 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 a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2006, through May 31, 2006, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding. Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2006. An impasse concerning the matters under negotiation shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 15, 2006, unless the parties mutually agree to continue negotiations.

ARTICLE 6 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, or handicapped status.

ARTICLE 7 SPECIAL PAY PRACTICES

Section 1. 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 minimum payment of four hours' pay at the rate of time and one-half. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee shall 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/her 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. Extra Trip Mileage

A mileage permittee may be paid "extra trip mileage," as defined in Section 5.40.230 of the Los Angeles County Code, provided he/she is required to make field calls in the performance of "extra trip mileage" duties.

In "extra trip" instances, mileage will be allowed from home to all points of contact and return home.

No reimbursement is allowable to any employee, regardless of circumstances, between home and headquarters and return home.

Section 3. Hazard Pay

Management agrees to pay to $.50 per hour for those classes in this Unit presently receiving hazard pay.

Such hazard pay shall be limited to those CAPE classes currently receiving hazard pay under the terms and conditions of the Los Angeles County Code.

Section 4. Supervisor-Subordinate Pay

The Chief Administrative Office shall authorize compensation for a supervisor at a rate of $1.00 per month more than the base rate of his/her highest paid subordinate when the qualifying conditions are met as provided in Section 6.10.070 of the Los Angeles County Code.

Section 5. Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the Los Angeles County Code shall receive a per hour bonus of sixty cents ($.60) for each hour worked during said shifts.

Section 6. Standby Pay

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 fifty cents ($.50) per hour for each hour of such standby service not to exceed one hundred dollars ($100.00) a month. Employees residing at their work site are excluded from this provision.

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 7. 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 the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CAO's approval in writing. To qualify for this additional compensation 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; or

2. Perform 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 salary 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.

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. 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 22, Out-of-Class Assignments for the same assignment. The additional compensation provided in this Section shall not constitute a base rate.

Section 8

The parties further agree that during the term of this MOU upon the Union, CAPE's, request, Management and the Union will for one time only, meet and consult on the subject of reimbursement of the costs of obtaining and maintaining licenses and certificates a proposed by CAPE and recommended by the Fact Finder in the Fact Finding Report and Recommended Terms of Settlement dated March 17, 2004.

ARTICLE 8 SALARIES

Section 1A. Recommended Salary Adjustment

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 indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4179	BUILDING INSPECTOR IV	CURRENT		91F	5001.82	6213.82
		10/01/2004		92E	5126.91	6368.91
		10/01/2005		93D	5255.00	6527.55
4185	BUILDING REHABILITATION SUPERVISOR	CURRENT		96E	5713.73	7098.18
		10/01/2004		97D	5856.64	7275.27
		10/01/2005		98C	6002.82	7457.09
4438	BUILDING ZONING COORDINATOR	CURRENT		89E	4725.91	5871.18
		10/01/2004		90D	4844.00	6017.73
		10/01/2005		91C	4964.73	6167.73
4221	CHIEF,INDUSTRIAL WASTE PLNG & CONTR	CURRENT		100F	6384.64	7931.73
		10/01/2004		101E	6543.73	8129.36
		10/01/2005		102D	6706.91	8331.91
4114	CHIEF,PROPERTY PLANNING,ISD	CURRENT		93J	5320.00	6608.45
		10/01/2004		94H	5452.55	6773.45
		10/01/2005		95G	5588.36	6942.55
5909	CONSTRUCTION SUPERINTENDENT	CURRENT		91L	5063.64	6290.64
		10/01/2004		92K	5190.55	6447.55
		10/01/2005		93J	5320.00	6608.45
4183	DISTRICT BLDG & SAFETY ENGRG ASSOC	CURRENT		92E	5126.91	6368.91
		10/01/2004		93D	5255.00	6527.55
		10/01/2005		94C	5385.73	6690.27
3907	FIELD ENGINEER	CURRENT		95K	5629.55	6993.82
		10/01/2004		96J	5770.45	7168.36
		10/01/2005		97H	5914.82	7347.64
4180	HEAD BUILDING INSPECTOR	CURRENT		95F	5574.64	6925.45
		10/01/2004		96E	5713.73	7098.18
		10/01/2005		97D	5856.64	7275.27

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4199	HEAD CONSTRUCTION INSPECTOR	CURRENT		90L	4928.00	6122.09
		10/01/2004		91K	5051.27	6275.27
		10/01/2005		92J	5177.82	6431.82
5913	HEAD CONSTRUCTION SUPERINTENDENT	CURRENT		95L	5643.27	7010.91
		10/01/2004		96K	5784.64	7185.91
		10/01/2005		97J	5929.36	7365.73
4103	PARK PLANNER	CURRENT		85E	4239.82	5268.00
		10/01/2004		86D	4345.45	5399.09
		10/01/2005		87C	4454.18	5533.45
4105	PARK PROJECT COORDINATOR	CURRENT		85E	4239.82	5268.00
		10/01/2004		86D	4345.45	5399.09
		10/01/2005		87C	4454.18	5533.45
4132	PRINCIPAL FACILITIES PROJECT MGR	CURRENT		98H	6077.36	7549.82
		10/01/2004		99G	6229.18	7738.55
		10/01/2005		100F	6384.64	7931.73
2061	PRINCIPAL REAL PROPERTY AGENT	CURRENT		94G	5439.18	6756.82
		10/01/2004		95F	5574.64	6925.45
		10/01/2005		96E	5713.73	7098.18
3743	REGIONAL SEWER MAINTENANCE SUPT	CURRENT		91L	5063.64	6290.64
		10/01/2004		92K	5190.55	6447.55
		10/01/2005		93J	5320.00	6608.45
5950	ROAD MAINTENANCE SUPERINTENDENT	CURRENT		91L	5063.64	6290.64
		10/01/2004		92K	5190.55	6447.55
		10/01/2005		93J	5320.00	6608.45
5948	ROAD MAINTENANCE SUPERVISOR	CURRENT		84L	4187.82	5203.27
		10/01/2004		85K	4292.09	5333.00
		10/01/2005		86J	4399.55	5465.91
2059	SENIOR REAL PROPERTY AGENT	CURRENT		88G	4622.18	5742.09
		10/01/2004		89F	4737.64	5885.73
		10/01/2005		90E	4856.00	6032.64
4431	SENIOR REGIONAL PLANNING ASSISTANT	CURRENT		83J	4056.27	5038.91
		10/01/2004		84H	4157.27	5165.09
		10/01/2005		85G	4260.73	5294.00
3682	SENIOR TRAFFIC CHECKER	CURRENT		67G	2630.18	3257.45
		10/01/2004		68F	2695.18	3337.91
		10/01/2005		69E	2761.55	3420.09
4187	SUPVG BUILDING & SAFETY ENGRG SPEC	CURRENT		96E	5713.73	7098.18
		10/01/2004		97D	5856.64	7275.27
		10/01/2005		98C	6002.82	7457.09

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
3634	SUPERVISING CADASTRAL ENGINEER I	CURRENT		89B	4690.73	5827.55
		10/01/2004		90A	4808.00	5973.00
		10/01/2005		90L	4928.00	6122.09
3637	SUPERVISING CADASTRAL ENGINEER II	CURRENT		93B	5229.00	6495.18
		10/01/2004		94A	5359.00	6657.00
		10/01/2005		94L	5492.64	6823.36
3638	SUPERVISING CADASTRAL ENGINEER III	CURRENT		96J	5770.45	7168.36
		10/01/2004		97H	5914.82	7347.64
		10/01/2005		98G	6062.45	7531.27
3673	SUPVG CIVIL ENGINEERING TECHNICIAN	CURRENT		84J	4167.45	5177.82
		10/01/2004		85H	4271.18	5307.00
		10/01/2005		86G	4377.91	5439.18
3974	SUPVG CONSTR COST ESTIMATOR I	CURRENT		89D	4714.18	5856.64
		10/01/2004		90C	4832.00	6002.82
		10/01/2005		91B	4952.36	6152.36
3977	SUPVG CONSTR COST ESTIMATOR II	CURRENT		92D	5114.18	6353.18
		10/01/2004		93C	5242.00	6511.36
		10/01/2005		94B	5372.36	6673.64
3860	SUPVG ENGINEERING TESTING TECH I	CURRENT		79F	3616.64	4487.45
		10/01/2004		80E	3705.73	4599.45
		10/01/2005		81D	3797.82	4714.18
3863	SUPVG ENGINEERING TESTING TECH II	CURRENT		83F	4026.55	5001.82
		10/01/2004		84E	4126.73	5126.91
		10/01/2005		85D	4229.36	5255.00
4102	SUPVG FACILITIES PLANNING ASSISTANT	CURRENT		84E	4126.73	5126.91
		10/01/2004		85D	4229.36	5255.00
		10/01/2005		86C	4334.64	5385.73
3705	SUPVG HIGHWAY ENGRG SPECIALIST I	CURRENT		89B	4690.73	5827.55
		10/01/2004		90A	4808.00	5973.00
		10/01/2005		90L	4928.00	6122.09
3712	SUPVG HIGHWAY ENGRG SPECIALIST II	CURRENT		93B	5229.00	6495.18
		10/01/2004		94A	5359.00	6657.00
		10/01/2005		94L	5492.64	6823.36
4441	SUPERVISING REGIONAL PLANNER	CURRENT		93J	5320.00	6608.45
		10/01/2004		94H	5452.55	6773.45
		10/01/2005		95G	5588.36	6942.55
3631	SUPVG SURVEY-MAPPING TECHNICIAN	CURRENT		84J	4167.45	5177.82
		10/01/2004		85H	4271.18	5307.00
		10/01/2005		86G	4377.91	5439.18

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2471	SUPERVISING TITLE EXAMINER I	CURRENT		83G	4036.45	5014.18
		10/01/2004		84F	4136.91	5139.64
		10/01/2005		85E	4239.82	5268.00
2474	SUPERVISING TITLE EXAMINER II	CURRENT		88G	4622.18	5742.09
		10/01/2004		89F	4737.64	5885.73
		10/01/2005		90E	4856.00	6032.64
2476	SUPERVISING TITLE EXAMINER III	CURRENT		92G	5152.36	6400.36
		10/01/2004		93F	5281.00	6559.91
		10/01/2005		94E	5412.45	6723.55
3921	SUPERVISING VALUATION ENGINEER I	CURRENT		93F	5281.00	6559.91
		10/01/2004		94E	5412.45	6723.55
		10/01/2005		95D	5547.18	6891.27
3923	SUPERVISING VALUATION ENGINEER II	CURRENT		96H	5756.27	7150.82
		10/01/2004		97G	5900.27	7329.55
		10/01/2005		98F	6047.55	7512.73
4217	SUPVG WASTE CONTROL ENGRG INSP I	CURRENT		88C	4576.73	5685.36
		10/01/2004		89B	4690.73	5827.55
		10/01/2005		90A	4808.00	5973.00
4219	SUPVG WASTE CONTROL ENGRG INSP II	CURRENT		91C	4964.73	6167.73
		10/01/2004		92B	5088.73	6321.73
		10/01/2005		93A	5216.00	6479.00
4203	SUPERVISOR,CONTRACT CONSTRUCTION	CURRENT		94C	5385.73	6690.27
		10/01/2004		95B	5519.73	6857.09
		10/01/2005		96A	5657.00	7028.00
3893	SURVEY PARTY CHIEF I	CURRENT		87B	4443.09	5519.73
		10/01/2004		88A	4554.00	5657.00
		10/01/2005		88L	4667.64	5798.82
3895	SURVEY PARTY CHIEF II	CURRENT		89B	4690.73	5827.55
		10/01/2004		90A	4808.00	5973.00
		10/01/2005		90L	4928.00	6122.09
3901	SURVEY SUPERVISOR I,FLOOD CONTROL	CURRENT		91F	5001.82	6213.82
		10/01/2004		92E	5126.91	6368.91
		10/01/2005		93D	5255.00	6527.55

Section 1B Financial Crisis

For the sole purpose of modifying Section 1A of this Article, no later than October 1st 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 of Federal reduction in revenues and/or a shift in costs resulting in major increased expenditures.

If a declaration of financial emergency is made, then an prospective scheduled salary increases for that fiscal year found in Section 1A of this Article 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 an MOU between the parties.

This Section will sunset on September 30, 2006.

Section 2. Step Advances

a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been

filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her 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/her 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/her 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/her 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/her 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 Evaluation.

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 that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 9 EMPLOYEE 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. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.

3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.

4. 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 10 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. Non-Exempt Employees

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. An employee, except for employees in Department of Health Services, 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 subject to staffing requirements and with prior written approval of departmental management.

Management may direct an employee to use/his/her accumulated compensatory time provided the employee is given thirty calendar days 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. Usage of Previously Earned Compensatory Time - Non-Exempt Employees

A. Non-exempt employees, as defined by the Fair Labor Standards Act, who retain compensatory time off on the books earned prior to April 15, 1985 shall use such time until exhausted except that the employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice or be denied a timely request to take such time off.

B. Any compensatory time accumulated by employees prior to April 15, 1985 shall remain to the employees' credit until 12 months after the effective date of this Article or until it is taken off either at the employee's request or at the direction of management as provided in Paragraph "A" of this section, whichever is earlier. Time subject to be lost after the twelfth month following the effective date of this article will be paid to the employee at the straight time rate rather than lost.

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. For purposes of this article work week is distinguished from work schedules.

Section 4. Saving Clause

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

Section 5. 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 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993 and June 30, 1994 only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4) below.

(1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.

(2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.

(3) Such CTO either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the books".

(4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

B. All overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.

C. 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.

D. CTO accrued between October 1, 1993 and June 30, 1994 shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

E. From July 1, 1994 through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

Section 7.

1. Notwithstanding any other provision of the MOU for overtime worked by an employee during the fire emergencies declared by the Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the MOU, shall receive overtime compensation as follows for overtime worked determined by the employee's department head to be due to an Emergency.

   A. To the extent that such time would have qualified for time and one-half compensatory time off (CTO) under the provisions of the MOU, such overtime shall be paid at the rate of time and one-half, unless the employee opts to receive time and one-half CTO.

   B. To the extent that such time would have qualified for straight time CTO under the provisions of the MOU, such overtime shall be paid at the straight time rate of pay, unless the employee opts to receive straight time CTO.

   C. In the event an employee opts to receive CTO, at the employee's option, such CTO time may be used or converted to pay in accordance with the provisions of Section 9A.(3) and 9C. of this Article.

D. Nothing in this Section is intended to alter the definition of "overtime" as set forth elsewhere in the MOU, or the circumstances under which overtime compensation must be paid.

E. At the time the employee is asked to work the overtime, the employee shall be told by Management whether the overtime to be worked is related to an Emergency.

2. For purposes of this Section, the October and November 1993 fire emergencies began on October 26, 1993, and continued through November 30, 1993, and the Northridge earthquake emergency began on January 17, 1994, and will end June 30, 1994.

3. It is the specific agreement of the parties that each and every other provision of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE 11 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 Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 12 GENERAL PROVISIONS

Section 1. Literature

Management agrees to give to each new employee in the Unit a post card furnished by CAPE requesting that information about CAPE be sent to his/her home.

Section 2. Reimbursement - Required Books

Management agrees to reimburse an employee for the cost of required book(s) used under provisions of the Tuition Refund Program.

Section 3. Tuition Reimbursement Plan Substitution

Management agrees that, with approval of cognizant departmental management, individual participants and different courses may be substituted during the training year for the ones contained in a department's original approved tuition reimbursement plan, provided that such substitutions continue to support the objectives and goals of the Tuition Reimbursement Program.

ARTICLE 13 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 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 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/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Upon adoption of this Memorandum of Understanding by the Board of Supervisors, an employee in reviewing his/her personnel file may request and have any written reprimands issued more than two years prior removed from his/her personnel file, except as such may be a part of an official permanent record.

ARTICLE 14 BULLETIN BOARDS

Management will furnish CAPE bulletin boards or Arch-Files at all appropriate work locations which shall be used only for the following subjects:

A. CAPE recreational, social and related news bulletins;

B. Scheduled CAPE meetings;

C. Information concerning CAPE elections or the results thereof;

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

E. Other material concerning CAPE business.

Prior to posting any material other than that listed under A, B, C, and D above, it shall be initialed by an authorized representative of both CAPE and the department head.

In cases where CAPE 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 CAPE at that work location.

ARTICLE 15 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. CAPE 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 and conditions in writing to their immediate supervisor and Departmental Safety Officer. The employee has the right to submit the matter in writing personally or through the area representative. The immediate supervisor and/or the Departmental Safety Officer will submit a written response to the employee.

On any matter that is not resolved by the immediate supervisor or the Departmental Safety Officer within a reasonable period of time, the area representative may confer with the Safety Officer who will respond in writing.

If the employee or the area representative is not satisfied with the response, a CAPE business representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Administrative Office or his/her designate. A representative of such Division shall investigate the matter and advise the department head and CAPE of his/her findings and recommendations, if any.

Management and CAPE 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 2 CAPE-Management Safety Committee - In the Department of Public Works

The parties agree that upon the Association's request to the Department's Director, there shall be created a CAPE-Management Safety Committee for that Department.

The CAPE-Management Safety Committee shall be comprised of two representatives designated by the Association, and two Management representatives designated by the Department's Director.

The Committee shall have regular meetings on a quarterly basis. Any member of the Committee may call additional special meetings of the Committee upon notifying the other Committee members one calendar week in advance.

The Committee shall have the authority to:

(a) Develop its own internal procedures

(b) Meet on County time to review the Department's safety policies and procedures as well as to discuss incidents or situations involving the Department's employee(s)' health or safety and develop recommendations.

(c) Make recommendations to the Department's Director on these matters.

(d) Request the Department conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

ARTICLE 16 WORK SCHEDULES

Section 1. Change of Workweek or Shift

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior written notice of ten (10) working days to the concerned employee.

Nothing herein shall limit the authority of the department or district head to make 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. Holiday Leave for Certain Employees who are Required to Work on County Holidays

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to applicable provisions of Title 6 of the Los Angeles County Code, that persons employed in the classifications listed below may, at Management's option, be scheduled to work on County holidays, as defined by Section 6.12.040 of said Code and that in each instance where work on such day is necessitated by construction activities on the part of private contractors who work on such days, or construction activities involving other public or private entities with which the County has a contractual obligation, such employees shall accumulate holiday

leave. Such holiday leave may be taken off at a later date subject to approval by Management, except that, in all cases, Management shall grant eight (8) hours of such accrued time off on the day following Thanksgiving.

Construction Project Manager (4127)

Engineering Testing Group (3850)

Facilities Project Management Group (4120)

Building Inspection Group (4165)

Construction Inspection Group (4200)

Section 3. Hours of Work

The department's signatory to this Memorandum of Understanding agree to meet and consult, upon request, with CAPE representatives, at least once annually, regarding alternate work schedules.

Section 4. 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.

ARTICLE 17 AFFIRMATIVE ACTION

The County's principal authorized agent or his/her authorized representative, shall, upon request, meet annually during the term of this agreement with a representative of CAPE to discuss goals and objectives of affirmative action programs as submitted to the Office of Affirmative Action Compliance.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1. Definition

"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.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss his/her complaint with his/her immediate supervisor in a sincere effort to resolve the complaint without the need to file a formal written grievance.

2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time in a sincere effort to resolve the complaint.

3. CAPE and the departmental management will, upon request, advise the employee and his/her supervisor of the necessary information to process the grievance in compliance with the grievance procedure.

4. CAPE 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 3. Waivers and Time Limits

1. Failure of 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 and approval of the County's "authorized agent," the grievance may revert to a prior level for reconsideration.

Section 4. General Rights and Restrictions

1. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.

2. An employee may present his/her grievance to Management on County time, Provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner. In scheduling the time, place and duration of any grievance meeting, both 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.

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.

4. If an employee requests to be represented by CAPE, only authorized CAPE staff representatives as specified in Article 24, Work Access, may represent him/her in formal grievance meetings.

5. Management shall notify CAPE of any formal grievance involving the terms and conditions of this Memorandum of Understanding.

6. A CAPE 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 this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

A. Within five (5) business days from the occurrence of the matter on which the complaint is based or within five (5) business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.

B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in his/her absence, his/her authorized representative shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor

A. Within ten (10) business days of receipt of the answer from the immediate supervisor in an informal complaint, or within ten (10) business days from the occurrence of the matter on which a complaint is based or within ten (10) business days of his knowledge of such an 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. 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 or his/her authorized representative shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Middle Management

A. Within ten (10) business days from his/her receipt of the decision at Step 1, the employee may appeal to middle management. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by his/her immediate supervisor, shall be submitted.

B. Within ten (10) business days from receipt of the grievance, the middle manager shall meet with the employee and give his/her answer in writing. The employee may be accompanied by his/her designated representative at such a meeting.

4 Formal Complaint - Step 3, Department Head

A. Within ten (10) business days from his/her receipt of the decision at Step

2, the employee may appeal to the department head. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by the middle manager, shall be submitted.

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 steps shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

On matters that do not 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 shall be final as to disposition of matters within his/her authority.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the department head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of

Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his/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 the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County department head or officer affected, which written request shall:

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

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

4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee

Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

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

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

requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Authorized Agents

Provisions of Law

Notice of Layoff

Personnel Files

Section 7. Attendance at Grievance Hearings

A CAPE 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.

ARTICLE 19 GRIEVANCE GENERAL-IN- CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE 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 agree upon:

A. Within ten (10) business days from the occurrence of the matter, or within ten (10) business days from its knowledge of such an occurrence, where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this MOU, 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 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, the initiating party shall have the right to meet with the

principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative 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 this matter.

C. Within thirty (30) 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 6 of Article 18, the disagreement may be submitted to arbitration in accordance with the provision of Section 6, Article 18 of this MOU.

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 MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of the individual employees. Significantly large number of employees in the unit is defined as (a) a majority of the employees in the Unit; (b) all the employees with in a department in the Unit, or (C) all the employees within a readily identifiable occupation, such as Truck Driver and Stenographer

ARTICLE 20 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 18, 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.

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 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 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
Discrimination
Implementation
Term
Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 21 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of employee representatives agreed upon by CAPE and each department. CAPE shall give each department and the Chief Administrative Office a written list of the names of employees selected as employee representatives which list shall be kept current by CAPE and only employees designated as authorized employee representatives will be recognized by the County.

CAPE agrees that whatever investigation or the processing of a formal grievance 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. Employee representatives 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.

Upon entering other work locations, the employee representative shall inform the 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 employee representative will be informed when the employee will be made available. The employee representative shall perform the aforementioned duties without loss of pay.

ARTICLE 22 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 23 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

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 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.

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 classification 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 24 PAYROLL DEDUCTION 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 1 to September 30, 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 deduction are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If at any time during the term of this MOU, thirty (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 MOU to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee arrangement as provided by 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 casts 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, through the Employee

Relations Commission 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 employees in the Bargaining Unit, who vote, do not vote in factor of agency shop, the MOU provisions of maintenance of membership set froth 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 an 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 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, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the union. The union shall forward such funds 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 and 2 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 use of agency fees as provided 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-members agency fee payers in 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; or pay an Agency Shop Fee to the Union; or execute 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 and 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 an Agency Shop Fee from the regular pay warrants of such employee.

The effective date of deducting Union dues, 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. Employee Lists

The Auditor-Controller will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, 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. The employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

G. Indemnification Clause

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

ARTICLE 25 ASSOCIATION RIGHTS

Section 1. Work Access

Authorized CAPE representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least two (2) hours before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the department or district head affected a written list of all authorized representatives which list shall be kept current by the Association. Access to work locations will only be granted to representatives on the current list.

Section 2. Distribution of Materials

Management shall provide to each new employee entering the Unit a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations ordinance and the status of CAPE as the certified majority representative for this Unit, as well as material related to the services and employee benefits programs offered by CAPE. Four times a year, CAPE may request from the department a list of new employees entering the Unit by name, classification, salary, and pay location.

Section 3. Employee List

Within 90 days of the effective date of this Memorandum of Understanding and at the request of CAPE, the County shall provide CAPE with a list of the names, employee numbers, item numbers, item titles, and department numbers of all employees in the Bargaining Unit. Every reasonable effort shall be made to provide the list in the format specified by CAPE. CAPE may request an employee list up to four times a year. An updated employee list will be provided at no charge during each year of the term of this agreement. CAPE shall pay the county $100.00 for each additional list that it receives.

ARTICLE 26 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 CAPE 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 of this Memorandum of Understanding in its entirety.

ARTICLE 27 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 agrees that the other shall not be required to negotiate with respect to any matter covered herein 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 28 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: 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. CAPE'S principal authorized agent shall be the CAPE Board of Directors or their duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400.

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 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 30 EMPLOYEE RIGHTS

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 NOTICE OF LAYOFF

Section 1 Board Policy on Work Force Reductions

It is the intent of the parties 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 32 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 right 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 33 INVOLUNTARY TRANSFERS

Upon the involuntary transfer of an employee in this Unit and said employee filing a grievance thereon, the employee or CAPE may unilaterally waive the first and second levels of the grievance procedure and file his/her grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDY

Section 1 Definition of Authority

For the purpose of this Article, a classification study is a study 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 through 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 has the responsibility to process classification studies.

Section 4 Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification studies shall be promptly acknowledged. It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the Department's Personnel Office shall, upon request, provide a progress report to the employee and/or to CAPE.

ARTICLE 35 CHANGE OF WORK ASSIGNMENT

During the period January 1 through January 31, a permanent, full-time employee in the Bargaining Unit assigned to the Department of Public Works who received at least a competent rating on his/her last performance evaluation, who desires to be assigned to a different work assignment within the Department of Public Works, may submit a written request for a change of work assignment to the Department's personnel office.

Requests for a change of work assignment shall be valid for one year from date of filing and must be renewed annually if the employee still desires to be considered for a change of work assignment. Beginning February, during the term of this agreement, Public Works management will review requests on file as vacancies occur and make an effort to assign those employees with requests on file to different work assignments within Public Works based on the desire of employees, the employees' qualifications, the availability of vacant assignments within their respective classifications, and the operational needs of the department.

ARTICLE 36 EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification title, item number, item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who never the Bargaining Unit and who are covered by this Agreement. This employee lists provided to CAPE at a cost to be determined by 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.

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES,
M.E.B.A., AFL-CIO

By Brian C. Brooks

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By
David E. Janssen
Chief Administrative Officer

SIGNATURE PAGE (Continued)

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES, M.E.B.A., AFL-CIO

By

By

By

By

By

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By

By

By

By

By

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS