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COUNTY OF LOS ANGELES

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CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

September 29, 2026

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

Dear Supervisors:

**MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS (BUs) REPRESENTED BY
CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES, UNION OF AMERICAN
PHYSICIANS AND DENTISTS (UAPD), AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, PROGRAM MANAGERS ASSOCIATION, LOS ANGELES COUNTY
ASSOCIATION OF ENVIRONMENTAL HEALTH SPECIALISTS, AMENDMENTS FOR BUs
REPRESENTED BY UAPD, AND AUTHORITY FOR ONE-TIME PAYMENTS
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

The County of Los Angeles (County) has concluded negotiations on successor Memoranda of Understanding (MOUs) with the California Association of Professional Employees (CAPE); certain BUs represented by the American Federation of State, County, and Municipal Employees (AFSCME); UAPD; the Los Angeles County Association of Environmental Health Specialists (LACOAHS); the Plant Operating Engineers; the Child Support Attorneys Association; and the Program Managers Association. Each affected certified employee organization has ratified its respective agreement or amendments. This letter requests that the Board of Supervisors (Board) adopt the successor MOUs and amendments identified in Recommendations one through eight.

On July 29, 2025, the Board granted blanket authorization to issue a \$5,000 ratification payment to employees in active pay status on the date their BU ratified a comprehensive tentative agreement for a 2025-2028 successor MOUs and authorized the Auditor-Controller to issue the payment in accordance with each agreement. The County used that authority for the MOUs submitted with this letter. The July 29, 2025, action did not authorize the separate \$2,000 one-time payment and does not cover MOUs extending through 2029. This letter requests authority to issue the \$2,000 payment for agreements ending in 2028 or 2029, extend the \$5,000 authority to agreements extending through 2029, and issue both payments following union ratification and before the complete MOUs are presented to the Board. The complete MOUs will still be submitted to the Board for adoption.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying successor MOUs for three-year terms ending September 30, 2028, for the following CAPE BUs:

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

2. Approve the accompanying successor MOUs for three-year terms ending September 30, 2028, for the following AFSCME BUs:

Local 119, Unit 421 - Automotive and Equipment Maintenance and Repair
Local 830, Unit 821 - Agricultural Inspectors
Local 1083, Unit 725 - Supervising Child Support Specialists
Local 2712, Unit 721 - Psychiatric Social Workers
Local 3511, Unit 724 - Supervising Professional Social Workers

3. Approve the accompanying successor MOU for a three-year term ending September 30, 2028, with UAPD, BU 301.

4. Approve the accompanying successor MOU for a three-year term ending September 30, 2028, with LACOAHS, BU 331.

5. Approve the accompanying successor MOU for a three-year term ending September 30, 2028, with the Plant Operating Engineers, BU 401.

6. Approve the accompanying successor MOU for a three-year term ending September 30, 2028, with the Child Support Attorneys Association, BU 802.

7. Approve the accompanying successor MOU for a three-year term ending September 30, 2028, with the Program Managers Association, BU 804.

8. Approve the accompanying amendments to the Salaries articles of the UAPD MOUs for BUs 324 and 325.

9. Approve a \$2,000 one-time payment for employees in active pay status on the applicable general salary adjustment effective date of July 1, 2026, or October 1, 2026, as specified in the negotiated agreement, for BUs units that reach a comprehensive tentative agreement and ratify a successor MOU with a term ending in 2028 or 2029, as applicable; and approve a related \$2,000 payment for eligible full-time non-represented employees who meet comparable eligibility requirements.

10. Extend the Board's July 29, 2025 authorization for the \$5,000 one-time ratification payment to employees in active pay status on the date of ratification to BUs that reach a comprehensive tentative agreement and ratify a successor MOU extending through 2029.

11. Authorize the Auditor-Controller to issue the \$5,000 ratification payment and the \$2,000 one-time payment in accordance with the terms of each negotiated agreement following union ratification and pending MOU Board for adoption.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Following several months of negotiations, the County reached tentative agreements with CAPE, AFSCME, UAPD, LACOA EHS, the Plant Operating Engineers, the Child Support Attorneys Association, and the Program Managers Association on successor MOUs for the BUs covered by this letter. Each affected union has ratified its respective agreement or amendments. The amendments for UAPD BUs 324 and 325 do not revise or extend the terms of the successor MOUs. They apply solely to the Salaries articles of the respective MOUs approved by the Board on June 25, 2024.

The Board's July 29, 2025 action authorized the \$5,000 ratification payment and \$2,000 one-time payment for successor MOUs covering the 2025-2028 bargaining cycle. The County has issued the \$5,000 ratification payments for the MOUs submitted with this letter under that authority. The \$2,000 payments will be payable to eligible employees, consistent with the terms of the agreements and the Board's authorization. Some successor agreements now being negotiated extend to 2029, and advance authority will allow the County to process the negotiated one-time payments promptly following union ratification rather than delay payment until the complete MOU is finalized and presented to the Board. The requested authority is limited to the one-time payments and does not constitute Board adoption of any other provision of the successor MOU.

The successor MOUs and amendments formalize negotiated wages, hours, and other terms and conditions of employment and resolve issues raised during bargaining. Approval will provide clarity regarding the parties' obligations, support labor stability, and facilitate the continued delivery of public services. The agreements are consistent with the Board's direction and established economic parameters.

The negotiated salary adjustments and one-time payments are summarized below:

Employees covered by those successor MOUs will receive an approximately two percent (8-level) salary adjustment effective October 1, 2026; an approximately five percent (20-level) salary adjustment effective October 1, 2027; and a \$2,000 one-time payment payable to eligible employees in active pay status as of October 1, 2026. The \$5,000 ratification payments were previously authorized and have been issued.

Additional Provisions

In addition to these economic provisions, the MOUs include operational changes, administrative updates, and language clarifications intended to improve efficiency, preserve existing pay practices, clarify the parties' rights, and reduce labor-management disputes. Where required, salary adjustments have also been made to ensure compliance with County Code, and the State of California health care worker minimum wage.

Implementation of Strategic Plan Goals

The recommended actions support the County of Los Angeles Strategic Plan – North Star 3: Realize Tomorrow’s Government Today, Goal G: Internal Controls and Fiscal Sustainability, by maintaining a wage and benefit structure that is fiscally responsible.

FISCAL IMPACT/FINANCING

The successor MOUs and amendments have been ratified by the respective unions and are within the economic parameters previously established by the Board. The County’s pension actuary, Cheiron, has reviewed the proposed salary adjustments and advised that the resulting increase in payroll is consistent with the assumptions used in the County’s most recent actuarial valuation of the retirement systems. As a result, the recommended salary adjustments do not create an unfunded pension liability and will not adversely affect the funded status of the County’s retirement plans.

Funding for the salary adjustments and one-time payments will be absorbed within departmental budgets and through existing appropriations, consistent with the Board’s adopted budget and labor cost projections.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached successor MOUs and amendments are a result of tentative agreements reached through good-faith bargaining between the County and the relevant certified labor organizations.

These agreements have been ratified by their respective union membership and will take effect upon adoption by the Board, at which time, these MOUs and amendments will serve as binding contracts between the parties for the identified term of the agreement.

The advance authority for one-time payments is limited to issuance of the identified payments following union ratification. Each complete successor MOU will subsequently be presented to the Board for adoption before any other provision is implemented.

The accompanying successor MOUs and amendments have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No impact on current services.

The Honorable Board of Supervisors

9/29/2026

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Respectfully submitted,



Joseph M. Nicchitta

Chief Executive Officer

JMN:JG:KLW:SSW

JH:MC:rfm

- c: Executive Office, Board of Supervisors
- County Counsel
- Auditor-Controller
- Human Resources
- All Department Heads

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

This MEMORANDUM OF UNDERSTANDING made and entered into this 29th day of
September 2026,

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, the California Association of Professional Employees (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:

<u>Item No.</u>	<u>Title</u>
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, ethnicity, family status, sexual orientation, gender identity, sex, age, marital status, 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, 2028, 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 October 1, 2025.

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 1 through May 15, 2028, 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 1, 2028. 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 September 30, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

Ratification Payments

- \$5,000 effective upon ratification of the contract
- \$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

- 2.0% COLA effective October 1, 2026
- 5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Joint Labor Management Financial Committee (JLMFC) – Employee Organization Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures. The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential, except for the mutually agreed upon report provided to the Board of Supervisors.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.

2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two (2) representatives from

each participating union, the CCU Chairperson, and CCU staff and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within fifteen (15) days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustments

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

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:

Cost of Living Adjustments (COLAs)

- Approximately 2.0% (8 levels) effective October 1, 2026
- Approximately 5.0% (20 levels) effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1962	APPRAISER	CURRENT	NMP	90D	4844.00	8796.45
		10/01/2026	NMP	91A	4940.00	8971.00
		10/01/2027	NMP	92K	5190.55	9425.00
1958	APPRAISER'S ASSISTANT	CURRENT	NMO	85D	4229.36	5699.55
		10/01/2026	NMO	86A	4313.00	5813.00
		10/01/2027	NMO	87K	4531.82	6107.18
1965	APPRAISER SPECIALIST I	CURRENT	NMO	105D	7275.27	9804.09
		10/01/2026	NMO	106A	7420.00	9999.00
		10/01/2027	NMO	107K	7795.82	10505.55
1969	APPRAISER SPECIALIST II	CURRENT	NMO	107D	7681.27	10351.18
		10/01/2026	NMO	108A	7834.00	10557.00
		10/01/2027	NMO	109K	8229.82	11090.82
1960	APPRAISER TRAINEE	CURRENT		F		4811.44
		10/01/2026		F		4907.67
		10/01/2027		F		5153.05
1978	ASST PROPERTY ASSESSMENT SPECIALIST	CURRENT	NMO	97D	5856.64	7892.64
		10/01/2026	NMO	98A	5973.00	8049.00
		10/01/2027	NMO	99K	6275.27	8455.73
1979	PROPERTY ASSESSMENT SPECIALIST	CURRENT	NMO	105D	7275.27	9804.09
		10/01/2026	NMO	106A	7420.00	9999.00
		10/01/2027	NMO	107K	7795.82	10505.55

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

- B. If no performance review is filed as defined in Paragraph 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 their Department in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.
- C. Grievances arising out of this Section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step advance anniversary date.

Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service 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 their Department Head or designated Management representative to return to work following the termination of their normal work shift or normal workweek and departure from their work location, the employee shall receive a minimum payment of four (4) hours pay at the rate of time and one-half (1½).

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four (4) hours have been worked by the employee, i.e., there shall be no pyramiding of time and one-half (1½) 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 (2) hours earlier than their 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 their 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 fourteen (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 ($\frac{1}{2}$) day leave at regular pay, for each weekend spent out of Los Angeles 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 (1) 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 (1) telephone call home at County expense for each seven (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) through June 30, 2007, if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization, as described in Section 671 of the Revenue & Taxation Code.

Any person who is employed on a permanent, full-time position covered by this contract will receive additional compensation of \$65.00 per pay period (\$130.00 per month) commencing July 1, 2007, if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization as of June 30, 2007, as described in Section 671 of the Revenue and Taxation Code.

Any person, who earns an advanced Appraiser Certification on July 1, 2007 or after, will receive the \$67.00 per pay period (\$134.00 per month) additional compensation effective the first day of the following calendar month in which the Certification is issued.

Effective on February 16, 2019, a permanent, full-time employee who possesses an advanced Appraiser Certification on July 1, 2007 or after, will receive the \$100.00 per pay period (\$200.00 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.

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 Executive Office.

The Department shall notify an employee in writing of the approval or denial of their written request within forty-five (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 CEO approval, upon their request they shall be returned to an assignment in their own classification until notified of the CEO'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 twenty (20) consecutive working days. The bonus shall be two (2) standard salary schedules, unless the difference between the employee's class and the

higher level class is less than two (2) standard salary schedules. In this case, the bonus shall be the difference between the two (2) 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 (2) 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 they qualify 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.

3. Upon request from CAPE, Management shall provide a list of those employee(s) who are receiving the Additional Responsibilities Bonus and the effective start date.

Section 11. Professional Association Dues

Effective July 1, 2007, Management agrees to pay up to \$80 (increased from \$60 previously, annually for reimbursement of dues for the following professional associations:

Effective July 1, 2019, Management agrees to pay up to \$90 (increased from \$80 previously), 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)

Effective October 1, 2022, Management agrees to pay up to \$95 (increased from \$90 previously), 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)
- International Society of Appraisers (ISA)
- Appraisers Association of America
- International Right of Way Association
- American Society of Farm Managers and Rural Appraisers

Section 12. Work Assignment Bonus

A. Assessor Representative

Effective February 16, 2019, an employee whose classification is contained in this Bargaining Unit and whose classification is below that of a Principal Appraiser who is assigned to the Assessment Services Division, Assessment Appeals Section as an Assessor Representative shall be paid 5.6468 percent bonus per month while assigned to the Section.

B. Auditor Appraiser

Effective February 16, 2019, an employee whose classification is contained in this Bargaining Unit and whose classification is below Principal Appraiser who is assigned to an Audit Section within the Assessor's Office shall be paid 2.7846 percent bonus per month while assigned to the Section.

C. Field Trainer

Effective February 16, 2019, an employee whose classification is contained in this Bargaining Unit and whose classification is below that of Supervising Appraiser who is assigned to the Training Section to train new Appraisers, shall be paid 5.6468 percent bonus per month while assigned to the Section.

Effective October 1, 2022, an employee whose classification is contained in this Bargaining Unit and whose classification is below that of Principal Appraiser who is assigned to the Training Division to supervise and train Field Trainers and/or new Appraisers, shall be paid 5.6468 percent bonus per month while assigned to the division.

To qualify for this work assignment bonus, a full-time permanent employee must also meet the following conditions:

1. Employee must maintain a Performance Evaluation of an overall Competent or higher.
2. Employee must not be on an improvement plan as part of an overall improvement need Performance Evaluation.
3. Employee must be in good standing (e.g., payroll status is active/paid, attendance record is acceptable, current with completion of County compliance trainings, etc.).

Management shall notify the employee of the transfer to or termination of any assignment for which they qualify for the work assignment bonus. Management reserves the right to remove an employee from the work assignment if the conditions are no longer met or for any operational need.

In no event shall an employee receive compensation pursuant to this Section and receive the additional responsibilities bonus pursuant to Article 7, Section 10 or 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 13. Assessors Modernization Project (AMP)

Effective April 1, 2019, an employee whose classification is contained in this Bargaining Unit shall receive a one-time bonus of \$250.

ARTICLE 8 OVERTIMESection 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 (1) week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act (FLSA), 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 (1½) times their regular rate of pay. Regular rate of pay shall be calculated as provided for by FLSA.

Employees may elect to accrue up to forty (40) 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 two (2) years.

Section 2. 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.

Section 3. Management Authority

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

Section 4. Savings Clause

If, during the term of this agreement, FLSA 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 Executive 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 their 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 their 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 (1) 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 SAFETYSection 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 their 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 within ten (10) calendar days or take immediate action based on the specific nature of the matter reported.

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 their designate. A representative of such branch shall investigate the matter and advise the Assessor and CAPE of their 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 ten (10) 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 or a four (4) day, forty (40) hour one week schedule. Management will respond to an employee's request within fifteen (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 FLSA 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 their 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 (1) class by an individual in another class.

- B. The amount of the bonus shall be two (2) 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 five (5) percent 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 twenty (20) consecutive working days, Management shall, upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this Article is to be paid;

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

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

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

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

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the Department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated 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 their out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.
- F. Upon request from CAPE, Management shall provide CAPE a list of employees within this Bargaining Unit who are receiving an Out-of-Class Assignment Bonus and the effective date as soon as practicable, but not longer than thirty (30) days.

ARTICLE 14 PARTICIPATION IN TUITION REIMBURSEMENT PROGRAMSection 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 (2) employees from this Unit on said committee. No more than one (1) 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 (2) 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.

Section 6. Program Funding Re-Opener

Parties shall meet by or before December 2013 and by or before December 2014 to discuss reinstatement and funding of Tuition Reimbursement Program.

ARTICLE 15 PAYCHECK ERRORSA. Underpayments

1. If an underpayment of ten (10) percent of base monthly pay (five (5) percent 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 (2) 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 (3) 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 fifteen (15) percent 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 fifteen (15) percent 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 GRIEVANCE PROCEDURESection 1. Purpose

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

Section 2. Definitions

1. “Grievance’ means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and their 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 their complaint with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with them 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 their 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 their written grievance, and to represent them 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 their immediate supervisor to absent themselves from their duties to attend a grievance meeting. The employee representative shall give their supervisor reasonable advance notice to ensure that their absence will not unduly interfere with departmental operations.
3. An employee may represent their 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 their 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, they 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 (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee shall file a formal written grievance. Three (3) copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy they request from their departmental Management.

The employee shall submit two (2) copies to their immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten (10) business days from their 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 their Department Head. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by them.
- B. Within ten (10) 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 (10) business days from their receipt of the decision resulting from the previous step, the employee may appeal to the Department Head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or their 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 their 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 their 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 their 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 the County's Board of Supervisors; unless the arbitrator, in their 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.
 - 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 their 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 Executive 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 County's 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 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
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law

ARTICLE 17 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 their authorized representative, and any other County Department Head or their 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 18 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 17, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission 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 their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Department of Personnel, or any other County department, agency, or commission, unless the arbitrator, in their 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 ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one (1) 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

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 19 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 Executive 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 them 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 their 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 20 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with the Union 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 July 1 to July 31 annually by notifying the Union in writing 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 ten (10) business days after the close of the withdrawal period.

Any attempt to cancel dues deduction submitted at any time other than the July 1-31 period shall not be honored, except in the case of newly-hired employees, for whom the following applies:

All newly hired employees will be offered the option at the time of hire to approve dues deduction. If a newly hired employee is offered that option within ninety (90) days prior to the next occurring July 1, the employee may not cancel dues deduction during that first July window period but may cancel dues deduction during the following July window period and thereafter. If the newly hired employee is offered that option ninety-one (91) days or longer before the next July window period, that employee may cancel dues deduction during the first July window 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 (3) 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 (1) 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 their 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.

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.

Section 6. Medical Trust

CCU has established a trust (the "CCU Trust") for the purposes of providing certain post-retirement health benefits through a retiree medical expense reimbursement plan ("Plan") to certain employees represented by CCU and their tax dependents. If the County agrees to participate in the CCU Trust and Plan by facilitating the transfer of mandatory employee salary-deduction contributions to the CCU Trust pursuant to the terms of the 2018 CCU Fringe Benefit MOU ("Fringe MOU") and pursuant to an agreement with the trustees for the CCU Trust addressing administrative issues ("Special Agreement"), then BU 131 authorizes the County to permit the trustee (or its agent or delegate) to access the

County's payroll system to (i) deduct \$25 on a pre-tax basis from the paychecks of employees represented by BU 131 who are designated below as eligible to contribute to the CCU Trust and Plan ("Eligible Employees") and (ii) mandatorily contribute those deducted amounts to the CCU Trust on behalf of those Eligible Employees ("Mandatory Contributions").

Individual employees shall not have the ability to opt in or out of these Mandatory Contributions. Such Mandatory Contributions shall be made in accordance with and subject to the Fringe MOU and the Special Agreement. Any payroll deductions made pursuant to this MOU shall begin as soon as practicable, but no earlier than six (6) months after both the Special Agreement and Fringe MOU have been executed and shall continue until modified by a new or amended BU 131 MOU.

For purposes of Mandatory Contributions to the CCU Trust, BU 131 designates the following as Eligible Employees: full-time, permanent or recurrent employees represented by BU 131 and who are first hired by the County on and after July 1, 2014.

The paystub for each Eligible Employee shall include a description of the deduction as required by the California Labor Code.

This Article will become effective upon mutual agreement between the Parties.

ARTICLE 21 WORK ACCESSSection 1.

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. They shall request authorization for the visit by contacting the Department Head or their 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 Executive 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.

Section 2. New Employee Orientation

Management shall provide a ten (10) day notice of hiring a new employee from the date of hiring to CAPE and provide a face-to face meeting of authorized CAPE Representative(s) on County time with the new employee(s) for a maximum uninterrupted time of up to sixty (60) minutes at a location away from the employee(s)' work area (e.g. training area, conference room, empty office) and absent other distractions, including Management, Human Resources, and other union(s) representative(s) being present. The CAPE Representative(s) may provide the new employee(s) any information or materials about CAPE, its programs, benefits and becoming a member, and membership card.

Section 3. 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 their 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 (4) times a year, CAPE may request from the Department a list of new employees entering the Unit by name, classification, salary, and pay location.

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 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 24 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:

- Discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to the County employees whose classifications are contained within this Unit; and
- If the appointing authority proposes to retain a temporary, recurrent, 120-day retirees, or probationary employee performing duties of employees whose classification contained in this Unit and layoff a permanent employee, the appointing authority may meet with CAPE at least ten (10) business days before any such proposed layoff to share the reasons for retaining the Temporary/Recurrent employee.

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 ongoing 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 CEO 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 25 PERSONNEL FILES

An employee, or their 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 their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their 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 (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope. Electronic records should be erased or redacted upon a similar timeline to hard copies and upon written request, whichever comes first.

On reviewing their personnel file, an employee may request and have any written warnings issued more than two (2) years prior removed from their personnel file except as such may be a part of an official permanent record. The destruction date of the contents shall be clearly marked on the face of the sealed envelope. The date shall be two (2) years from the date of issue of the documents contained within.

ARTICLE 26 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.

If an employee's current request for transfer is not approved, they may make a written request to meet with Management within forty-five (45) days from effective date of transfer to discuss Management's reasons.

Section 2.

The affected employee shall be given at least ten (10) 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 their 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 27 TRAINING

The Department of the Assessor agrees that it will provide a minimum of twenty-four (24) hours of State Board of Equalization (SBE) required annual training to appraisers who possess or hold an Advanced State Certification and a minimum of twenty-four (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 and/or on-line training sponsored by the SBE and 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 28 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 29 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 Executive 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 30 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither 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 31 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 32 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 Executive Officer or their duly authorized representative (Address: Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 782, Los Angeles, California 90012; Telephone: (213) 974-4029), 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: 3018 East Colorado Boulevard, Suite 200, Pasadena, California 91107; Telephone: (626) 243-0340).

ARTICLE 33 POSITION CLASSIFICATION STUDYSection 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 their 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 their request is justified, the employee has the right to resubmit the request to their 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 ninety (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 34 NEW EMPLOYEE LISTS

The County will furnish CAPE within thirty (30) days from the date of hiring a new employee and those employees who are CAPE eligible and/or have transferred to the department, division, or work location by the first pay period of the month following the date of hiring the following information: Name, classification title, department, division, work location, work phone, home phone, personal cell phone, personal email, and home address.

The information identified herein shall be provided to CAPE regarding each employee whose classification is contained in the Bargaining Unit every 120 days. The County will not furnish CAPE an individual employee's home address, home telephone, personal cellular telephone, personal email, or date of birth who submitted a written request to the County pursuant to Government Code Section 6254.3(c) objecting to disclosure of such information.

ARTICLE 35 JOINT LABOR – MANAGEMENT COMMITTEE (JLMC)

Management and Labor may institute discussion of issues at the department level that are of mutual concern including but not limited to:

- Training and Development
- Policy Review and Feedback
- Workplace Issues
- Continuous Improvement Initiatives
- Organizational Changes
- Workload/Staffing
- Recruitment/Retention
- Tuition Reimbursement
- Artificial Intelligence
- Employee list for newly CAPE eligible employees
- Work Schedules
- Overtime

Procedures

1. Provide an agenda at least two (2) weeks (ten (10) business days) in advance of the meeting.
2. The agenda shall contain a reasonable number of items to be discussed within the allotted timeframe of the meeting.
3. A reasonable number of County representatives and Labor representatives with direct knowledge of agenda items and decision-making authority may attend Labor Management Committee meetings, absent operational impact.

4. Management shall respond within fifteen (15) calendar days with its position upon receiving CAPE's recommendation on a subject discussed by the committee. Management may request an extension when necessary to fully vet any recommendation before responding.
5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting within a reasonable timeframe at a date/time mutually agreed upon by the parties.

ARTICLE 36 EMPLOYEE USE OF BENEFIT TIME

During the months March through June each year, any special restrictions placed by the Assessor on the employees' ability to take benefit time off equal to forty-five (45) hours consecutively (including sick personal, vacation, and accumulated compensatory time off) shall be consistent at all work locations.

Outside of the months of March through June each year, no special restrictions may be placed by the Assessor on timely requests by employees to take benefit time off.

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

ARTICLE 37 TELEWORKSection 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a Management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to any employee. Employee requests to telework are subject to the approval of Management. The Department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on the suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the Teleworker or the Department at any time. If a telework assignment is terminated by Management, the teleworker shall be given a reason.

Section 3. Expand Telework Opportunities

Departments will make reasonable efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, departments will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared disaster or other emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by Management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a Management responsibility.

APPENDIX A

Joint Labor Management Committee

Joint Labor Management Committee shall be created to discuss a healthy work environment or ergonomics needs.

APPENDIX B

CAPE Delegate Program

CAPE has member employees who serve as its representatives in their workplace. CAPE and the County are interested in improving Employee Relations and have agreed to participate in a CAPE Delegate Program, which includes education training and other activities that strengthen CAPE's ability to communicate with employees in the workplace regarding employee relations matters.

CAPE shall provide CEO Employee Relations a two (2) week notice prior to release of CAPE delegate(s). CEO approval of an employee release to perform CAPE delegate duties are subject to absence of operational impact to the employee's assigned Department.

Each CAPE delegate shall be released up to thirty (30) hours annually to perform CAPE delegate duties as described above.

The CEO will consider CAPE's request for an individual CAPE delegate's release beyond the initial thirty (30) hours, on a case-by-case basis.

APPENDIX C

Choices Sustainability Bonus Step

Applies to the classification of Appraiser (Item #1962). Effective January 1, 2021, receive one-half ($\frac{1}{2}$) step at completion of Step 6 (this is contingent upon settlement of CCU Fringe Benefits Agreement and a one-half ($\frac{1}{2}$) step being part of the agreement).

APPENDIX D

Implementation Plan

Changes to Appraiser and Appraiser Trainee classifications.

Projected implementation date is July 2019, subject to Board of Supervisors approval.

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

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 

LISA ANDRES
CAPE President

By Joseph M.
Nicchitta

 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:44:50
-07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

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

This MEMORANDUM OF UNDERSTANDING made and entered into this 29th day of
September 2026,

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 1RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the California Association of Professional Employees (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 Supervisory 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 the 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:

<u>Item No.</u>	<u>Title</u>
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, ethnicity, family status, sexual orientation, gender identity, sex, age, marital status, national origin, political or religious opinions or affiliations, or disability.

ARTICLE 3IMPLEMENTATION

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 4TERM

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, 2028, 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 12:01a.m. on October 1, 2025.

ARTICLE 5RENEGOTIATION

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 1 through May 15, 2028, 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 1, 2028. 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 September 30, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 6SALARIESRatification Payments

- \$5,000 effective upon ratification of the contract
- \$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

- 2.0% COLA effective October 1, 2026
- 5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Joint Labor Management Financial Committee (JLMFC) – Employee Organization Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential, except for the mutually agreed upon report provided to the Board of Supervisors.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.

2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor),

collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union, the CCU Chairperson, CCU staff and experts selected by the CCU to include, but not limited to, legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within fifteen days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustments

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.

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:

Cost of Living Adjustments (COLAs)

- Approximately 2.0% (8 levels) effective October 1, 2026
- Approximately 5.0% (20 levels) effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE

1970	PRINCIPAL APPRAISER	CURRENT	NMWO	111H	8645.91	12300.27
		10/01/2026	NMWO	112E	8818.27	12545.36
		10/01/2027	NMWO	114C	9264.00	13179.64
1981	PRINCIPAL PROPERTY ASSESSMENT SPEC	CURRENT	NMWO	111H	8645.91	12300.27
		10/01/2026	NMWO	112E	8818.27	12545.36
		10/01/2027	NMWO	114C	9264.00	13179.64
1980	SENIOR PROPERTY ASSESSMENT SPEC	CURRENT	NMO	108D	7892.64	10636.09
		10/01/2026	NMO	109A	8049.00	10847.00
		10/01/2027	NMO	110K	8455.73	11395.36
1968	SUPERVISING APPRAISER	CURRENT	NMO	109G	8169.55	11009.55
		10/01/2026	NMO	110D	8331.91	11228.45
		10/01/2027	NMO	112B	8752.82	11795.36

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

If no performance review is filed as defined in Paragraph 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 their Department in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

- B. Grievances arising out of this Section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the

employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step advance anniversary date.

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their 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.

C. 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 PROVISIONSSection 1. Call Back

Whenever an employee is unexpectedly ordered by their Department Head or designated Management representative to return to work following the termination of their normal work shift or normal workweek and departure from their work location, the employee shall receive a minimum payment of four (4) hours pay at the rate of time and one-half (1½).

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) 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 (1½) 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 (2) hours earlier than their 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 their 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 fourteen (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 ($\frac{1}{2}$) day leave at regular pay, for each weekend spent out of Los Angeles 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 (1) 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 (1) telephone call home at County expense for each seven (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) through June 30, 2007, if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization, as described in Section 671 of the Revenue & Taxation Code.

Any person who is employed on a permanent, full-time position covered by this contract will receive additional compensation of \$67.00 per pay period (\$134.00 per month) commencing July 1, 2007, if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization as of June 30, 2007, as described in Section 671 of the Revenue and Taxation Code.

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.

Effective on February 16, 2019, a permanent, full-time employee who possesses an advanced Appraiser Certification on July 1, 2007, or after, will receive the \$100.00 per pay period (\$200.00 per month) additional compensation effective the first day of the following calendar month in which the Certification is issued.

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 Executive Office.

The Department shall notify an employee in writing of the approval or denial of their written request within forty-five (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 CEO approval, upon their request they shall be returned to an assignment in their own classification until notified of the CEO'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 twenty (20) consecutive working days. The bonus shall be two (2) standard salary schedules, unless the difference between the employee's class and the higher level class is less than two (2) standard salary schedules. In this case, the bonus shall be the difference between the two (2) 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 (2) 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 they qualify 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.

3. Upon request from CAPE, Management shall provide a list of those employee(s) who are receiving the Additional Responsibilities Bonus and the effective start date.

Section 11. Professional Association Dues

Effective July 1, 2019, Management agrees to pay up to \$90 (increased from \$80 previously), 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)

Effective October 1, 2022, Management agrees to pay up to \$95 (increased from \$90 previously), 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)
- International Society of Appraisers (ISA)
- Appraisers Association of America
- International Right of Way Association
- American Society of Farm Managers and Rural Appraisers

Section 12. Work Assignment Bonus

A. Assessor Representative

Effective February 16, 2019, an employee whose classification is contained in this Bargaining Unit and whose classification is below that of a Principal Appraiser who is assigned to the Assessment Services Division, Assessment Appeals Section as an Assessor Representative shall be paid 5.6468 percent bonus per month while assigned to the section.

B. Auditor Appraiser

Effective February 16, 2019, an employee whose classification is contained in this Bargaining Unit and whose classification is below Principal Appraiser who is assigned to an Audit Section within the Assessor's Office shall be paid 2.7846 percent bonus per month while assigned to the Section.

To qualify for this work assignment bonus, a full-time permanent employee must also meet the following conditions:

1. Employee must maintain a Performance Evaluation of an overall Competent or higher.
2. Employee must not be on an improvement plan as part of an overall improvement needed Performance Evaluation.
3. Employee must be in good standing (e.g., payroll status is active/paid, attendance record is acceptable, current with completion of County compliance trainings, etc.).

Management shall notify the employee of the transfer to or termination of any assignment for which they qualify for the work assignment bonus. Management reserves the right to remove an employee from the work assignment if the conditions are no longer met or for any operational need.

In no event shall an employee receive compensation pursuant to this Section and receive the additional responsibilities bonus pursuant to Article 7, Section 10 or the out-of-class bonus pursuant to Article 13 for the same assignment.

C. Training Lead/Field Trainer

Effective October 1, 2022, an employee whose classification is contained in this Bargaining Unit and whose classification is below that of Principal Appraiser who is assigned to the Training Division to supervise and train Field Trainers and/or new Appraisers, shall be paid 5.6468 percent bonus per month while assigned to the division.

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

Section 13. Assessors Modernization Project (AMP)

Effective April 1, 2019, an employee whose classification is contained in this Bargaining Unit shall receive a one-time bonus of \$250.

ARTICLE 8 OVERTIMESection 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 (1) week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act (FLSA), 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 (1½) times their regular rate of pay. Regular rate of pay shall be calculated as provided for by FLSA.

Employees may elect to accrue up to forty (40) hours of FSLA overtime worked to be used as compensatory time off in lieu of pay, at the rate of time and one-half (1½) 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 two (2) years.

Section 2. 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.

Section 3. Management Authority

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

Section 4. Savings Clause

If, during the term of this agreement, FLSA 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 Executive 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 their 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 their 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 (1) 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 SAFETYSection 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 their 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 within ten (10) calendar days or take immediate action based on the specific nature of the matter reported.

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 their designee. A representative of such branch shall investigate the matter and advise the Assessor and CAPE of their 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 ten (10) 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, eighty (80) hour two (2) week schedule or a four (4) day, 40 hour one week schedule. Management will respond to an employee's request within fifteen (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 FLSA 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 their 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 ASSIGNMENTSection 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 (2) 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 five (5) percent 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 twenty (20) consecutive working days, Management shall, upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this Article is to be paid;

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

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

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

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

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the Department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated 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 their out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this Memorandum of Understanding.
- F. Upon request from CAPE, Management shall provide CAPE a list of employees within this Bargaining Unit who are receiving an Out of Class Assignment Bonus and the effective date as soon as practicable, but not longer than thirty (30) days.

ARTICLE 14 PARTICIPATION IN TUITION REIMBURSEMENT PROGRAMSection 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 (2) employees from this Unit on said Committee. No more than one (1) 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 (2) 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.

Section 6. Program Funding Re-Opener

Parties shall meet by or before December 2013 and by or before December 2014 to discuss reinstatement and funding of Tuition Reimbursement Program.

ARTICLE 15 PAYCHECK ERRORSA. Underpayments

1. If an underpayment of ten (10) percent of base monthly pay (five (5) percent 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 (2) 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 (3) 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 fifteen (15) percent 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 fifteen (15) percent 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 GRIEVANCE PROCEDURESection 1. Purpose

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

Section 2. Definitions

1. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and their 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 their complaint with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with them 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 their 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 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 their written grievance, and to represent them 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 their immediate supervisor to absent themselves from their duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that their absence will not unduly interfere with departmental operations.
3. An employee may represent their 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 their 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, they 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 (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee shall file a formal written grievance. Three (3) copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy they request from their Departmental Management. The employee shall submit two (2) copies to their immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten (10) business days from their 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 their Department Head. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by them.
- B. Within ten (10) 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 (10) business days from their receipt of the decision resulting from the previous step, the employee may appeal to the Department Head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or their 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 their 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 their 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 their 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 their 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.
 - 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 their 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 Executive 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 sixty (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
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law

ARTICLE 17 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 their authorized representative, and any other County Department Head or their 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 18 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 17, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission 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 their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Department of Personnel, or any other County department, agency, or commission, unless the arbitrator, in their 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 ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one (1) 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
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law

ARTICLE 19 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 Executive 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 them 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 their 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 20 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with the Union 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 July 1 to July 31, annually, by notifying the Union in writing 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 ten (10) business days after the close of the withdrawal period.

Any attempt to cancel dues deduction submitted at any time other than the July 1 -31 period shall not be honored, except in the case of newly-hired employees, for whom the following applies.

All newly hired employees will be offered the option at the time of hire to approve dues deduction. If a newly hired employee is offered that option within ninety (90) days prior to the next occurring July 1, the employee may not cancel dues deduction during that first July window period but may cancel dues deduction during the following July window period and thereafter. If the newly hired employee is offered that option ninety-one (91) days or longer before the next July window period, that employee may cancel dues deduction during the first July window 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 Memorandum of Understanding 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 (3) 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 (1) 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 their 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.

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.

Section 6. Medical Trust

CCU has established a trust (the "CCU Trust") for the purposes of providing certain post-retirement health benefits through a retiree medical expense reimbursement plan ("Plan") to certain employees represented by CCU and their tax dependents. If the County agrees to participate in the CCU Trust and Plan by facilitating the transfer of mandatory employee salary-deduction contributions to the CCU Trust pursuant to the terms of the 2018 CCU Fringe Benefit MOU ("Fringe MOU") and pursuant to an agreement with the trustees for the CCU Trust addressing administrative issues ("Special Agreement"), then BU 132 authorizes the County to permit the trustee (or its agent or delegate) to access the

County's payroll system to (i) deduct \$25 on a pre-tax basis from the paychecks of employees represented by BU 132 who are designated below as eligible to contribute to the CCU Trust and Plan ("Eligible Employees") and (ii) mandatorily contribute those deducted amounts to the CCU Trust on behalf of those Eligible Employees ("Mandatory Contributions"). Individual employees shall not have the ability to opt in or out of these Mandatory Contributions. Such Mandatory Contributions shall be made in accordance with and subject to the Fringe MOU and the Special Agreement. Any payroll deductions made pursuant to this MOU shall begin as soon as practicable, but no earlier than six (6) months after both the Special Agreement and Fringe MOU have been executed and shall continue until modified by a new or amended BU 132 Memorandum of Understanding.

For purposes of Mandatory Contributions to the CCU Trust, BU 132 designates the following as Eligible Employees: full-time, permanent or recurrent employees represented by BU 132 and who are first hired by the County on and after July 1, 2014.

The paystub for each Eligible Employee shall include a description of the deduction as required by the California Labor Code.

This Article will become effective upon mutual agreement between the Parties.

ARTICLE 21 WORK ACCESSSection 1.

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. They shall request authorization for the visit by contacting the Department Head or their 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 Executive 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.

Section 2. New Employee Orientation

Management shall provide a ten (10) day notice of hiring a new employee from the date of hiring a new employee from the date of hiring to CAPE and provide a face-to face meeting of authorized CAPE Representative(s) on County time with the new employee(s) for a maximum uninterrupted time of up to sixty (60) minutes at a location away from the employee(s)' work area (e.g. training area, conference room, empty office) and absent other distractions, including Management, Human Resources, and other Union(s) representative(s) being present. The CAPE Representative(s) may provide the new employee(s) any information or materials about CAPE, its programs, benefits and becoming a member, and membership card.

Section 3. 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 their 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 (4) times a year, CAPE may request from the Department a list of new employees entering the Unit by name, classification, salary, and pay location.

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 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 24 NOTICE OF LAYOFF

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties during the term of this Memorandum of Understanding 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:

- Discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to the County employees whose classifications are contained within this Unit; and
- If the appointing authority proposes to retain a temporary, recurrent, 120-day retirees, or probationary employee performing duties of employees whose classification contained in this Unit and layoff a permanent employee, the appointing authority may meet with CAPE at least ten (10) business days before any such proposed layoff to share the reasons for retaining the Temporary/Recurrent employee.

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 ongoing 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 CEO 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 25 PERSONNEL FILES

An employee, or their 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 their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their 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 (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope. Electronic records should be erased or redacted upon a similar timeline to hard copies and upon written request, whichever comes first.

On reviewing this their personnel file, an employee may request and have any written warnings issued more than two (2) years prior removed from their personnel file except as such may be a part of an official permanent record. The destruction date of the contents shall be clearly marked on the face of the sealed envelope. The date shall be two (2) years from the date of issue of the documents contained within.

ARTICLE 26 TRANSFERSSection 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.

If an employee's current request for transfer is not approved, they may make a written request to meet with Management within forty-five (45) days from effective date of transfer to discuss Management's reasons.

Section 2.

The affected employee shall be given at least ten (10) 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 their 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 27 TRAINING

The Department of the Assessor agrees that it will provide a minimum of twenty-four (24) hours of State Board of Equalization (SBE) required annual training to appraisers who possess or hold an Advanced State Certification and a minimum of twenty-four (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 and/or on-line training sponsored by the SBE and 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 28 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 29 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 Executive 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 30 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither 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 31 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 32 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 Executive Officer or their duly authorized representative (Address: Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 782, Los Angeles, California 90012; Telephone: (213) 974-4029), 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: 3018 East Colorado Boulevard, Suite 200, Pasadena, California 91107; Telephone: (626) 243-0340).

ARTICLE 33 POSITION CLASSIFICATION STUDYSection 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 their 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 their request is justified, the employee has the right to resubmit the request to their 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 ninety (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 34 NEW EMPLOYEE LISTS

The County will furnish CAPE within thirty (30) days from the date of hiring a new employee and those employees who are CAPE eligible and/or have transferred to the department, division, or work location by the first pay period of the month following the date of hiring the following information: Name, classification title, department, division, work location, work phone, home phone, personal cell phone, personal email, and home address.

The information identified herein shall be provided to CAPE regarding each employee whose classification is contained in the Bargaining Unit every one hundred and twenty (120) days. The County will not furnish CAPE an individual employee's home address, home telephone, personal cellular telephone, personal email, or date of birth who submitted a written request to the County pursuant to Government Code Section 6254.3 (c) objecting to disclosure of such information.

ARTICLE 35 JOINT LABOR – MANAGEMENT COMMITTEE (JLMC)

Management and Labor may institute discussion of issues at the department level that are of mutual concern including but not limited to:

- Training and Development
- Policy Review and Feedback
- Workplace Issues
- Continuous Improvement Initiatives
- Organizational Changes
- Workload/Staffing
- Recruitment/Retention
- Tuition Reimbursement
- Artificial Intelligence
- Employee list for newly CAPE eligible employees
- Work Schedules
- Overtime

Procedures

1. Provide an agenda at least two (2) weeks (ten (10) business days) in advance of the meeting.
2. The agenda shall contain a reasonable number of items to be discussed within the allotted timeframe of the meeting.

3. A reasonable number of County representatives and Labor representatives with direct knowledge of agenda items and decision-making authority may attend Labor Management Committee meetings, absent operational impact.
4. Management shall respond within fifteen (15) calendar days with its position upon receiving CAPE's recommendation on a subject discussed by the committee. Management may request an extension when necessary to fully vet any recommendation before responding.
5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting within a reasonable timeframe at a date/time mutually agreed upon by the parties.

ARTICLE 36 EMPLOYEE USE OF BENEFIT TIME

During the months March through June each year, any special restrictions placed by the Assessor on the employees' ability to take benefit time off equal to forty-five (45) hours consecutively (including sick personal, vacation, and accumulated compensatory time off) shall be consistent at all work locations.

Outside of the months of March through June each year, no special restrictions may be placed by the Assessor on timely requests by employees to take benefit time off.

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

ARTICLE 37 TELEWORKSection 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a Management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to any employee. Employee requests to telework are subject to the approval of Management. The Department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on the suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the Teleworker or the Department at any time. If a telework assignment is terminated by Management, the teleworker shall be given a reason.

Section 3. Expand Telework Opportunities

Departments will make reasonable efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, Departments will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared disaster or other emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by Management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a Management responsibility.

APPENDIX A

Joint Labor Management Committee

Joint Labor Management Committee shall be created to discuss a healthy work environment or ergonomics needs.

APPENDIX B

CAPE Delegate Program

CAPE has member employees who serve as its representatives in their workplace. CAPE and the County are interested in improving Employee Relations and have agreed to participate in a CAPE Delegate Program, which includes education training and other activities that strengthen CAPE's ability to communicate with employees in the workplace regarding employee relations matters.

CAPE shall provide CEO Employee relations a two (2) week notice prior to release of CAPE delegate(s). CEO approval of an employee release to perform CAPE delegate duties are subject to absence of operational impact to the employee's assigned Department.

Each CAPE delegate shall be released up to thirty (30) hours annually to perform CAPE delegate duties as described above.

The CEO will consider CAPE's request for an individual CAPE delegate's release beyond the initial thirty (30) hours on a case-by-case basis.

APPENDIX C

Choices Sustainability Bonus Step

Applies to the classification of Appraiser (Item #19621). Effective January 1, 2021, receive ½ step at completion of Step 6 (this is contingent upon settlement of CCU Fringe Agreement and a ½ step being part of the agreement).

APPENDIX D

Implementation Plan

Changes to Appraiser and Appraiser Trainee classifications. Projected implementation date is July 2019, subject to Board approval.

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

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 

LISA ANDRES
CAPE President

By Joseph M.
Nicchitta

 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:47:13
-07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 29th day of
September 2026,

BY AND BETWEEN

Authorized Management Representatives (hereinafter
referred to as “Management”) of the County of
Los Angeles (hereinafter referred to as “County”)

AND

Union of American Physicians & Dentists
(hereinafter referred to as “UAPD”).

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ARTICLE 1 MAJORITY AND EXCLUSIVE RECOGNITIONSection 1. Majority Recognition

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Union of American Physicians and Dentists was certified on June 22, 2015, by County's Employee Relations Commission (Employee Relations Commission Decision No. 30 Pharmacists) as the majority representative of County employees in the Pharmacists' Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by the Employee Relations Commission, which Unit consists of classifications identified as "Item 5512, Pharmacists", "Item 5514, Radio Pharmacist" and "Item 5513, Clinical Pharmacist."

Management recognizes the UAPD as the certified, majority representative of the employees in said Unit. The term "employee" or "employees", as used in this Memorandum of Understanding, shall refer only to employees employed by the County in those classifications found by the Employee Relations Commission to be properly included in said Unit.

Section 2. Exclusive Recognition

Management shall recognize the UAPD as the exclusive representative of the employees in said Unit subject to appropriate action of the Los Angeles County Board of Supervisors, and if necessary, County's Employee Relations Commission.

ARTICLE 2 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the UAPD and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, gender, gender-identity, sexual orientation, 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 Code, Title 6, Salaries; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum Understanding which require funding.

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

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

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2028.

ARTICLE 5 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1, 2028, through May 31, 2028, its written request to commence negotiations as well as its full and complete proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than July 1, 2028.

ARTICLE 6 SALARIES

Revenue Shortfall Contingency

Ratification Payments

\$5,000 effective upon ratification of the contract

\$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit,¹ the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

Joint Labor Management Financial Committee (JLMFC) – CCU Member Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided on and prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County

Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union), the CCU Chairperson, CCU staff and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5513	CLINICAL PHARMACIST	CURRENT	N4WO	122H	13711.09	15702.82
		10/01/2026	N4WO	123E	13984.55	16015.55
		10/01/2027	N4WO	125C	14691.09	16824.64
5512	PHARMACIST	CURRENT	N4WO	120H	12986.36	14873.82
		10/01/2026	N4WO	121E	13245.27	15170.18
		10/01/2027	N4WO	123C	13915.27	15936.27
5514	RADIOPHARMACIST	CURRENT	N4VO	127K	15779.91	17588.00
		10/01/2026	N4VO	128G	16094.82	17939.09
		10/01/2027	N4VO	130E	16908.27	18845.55

- 1) Advancement beyond the fifth step of the salary range will be in compliance with Title 6, Section 6.08.010 and 6.08.060 of the Los Angeles County Code.

Section 2. Equity

If implemented and operational circumstances permit, it is Management's intent to apply the work furlough equitably among all employees in the Unit on a Department by Department basis and on a classification by classification basis.

Section 3. Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better performance evaluation has been filed by the employee's Department Head. The performance evaluation shall be filed at

least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

- B. If no performance review is filed as defined in paragraph 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 their Department Head in writing to issue a performance evaluation.

The Department Head shall issue a performance evaluation within five (5) days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

- C. Grievances arising out of this Section shall be processed as follows:
 - 1. Where no performance evaluation has been issued in accordance with paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such performance evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their step advance anniversary date.
 - 2. Where the Department Head issues a performance evaluation upon request of the Department of Human Resources, and said performance evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to their step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement should any changes be made in the existing categories of performance evaluation which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the UAPD may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of performance evaluations.

Section 4.

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

ARTICLE 7 OVERTIMESection 1. Compensation

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

- A. The County will pay overtime for all hours worked-in excess of forty (40) in one (1) week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §, 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 or use or compensatory time will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1½) time their regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. For each hour of overtime, an employee may elect, with the approval of the Department Head, to receive one (1) hour of pay at straight time and accrue one-half (½) hour of compensatory time or receive one-half (½) hour of straight time pay and accrue one (1) hour of compensatory time or accrue one and one-half (1½) hours of compensatory time. Said accrued compensatory time may be accumulated to a maximum of 120 hours worked.

Section 2. Savings Clause

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

Section 3. Distribution

Management shall assign overtime work as equitably as possible among employees in the same organization Unit and work location regardless of an employee's overtime payment selection option. Available overtime shall be distributed evenly among those staff members possessing the necessary skill set to perform the functions of the available assignment.

Available overtime shall be equitably offered to unit members with the necessary skill sets, as determined by Management, to perform the functions of the available assignment. This language does not in any matter preclude Management from assigning overtime to registry staff to ensure patient care needs are met.

ARTICLE 8 EVENING AND NIGHT SHIFT DIFFERENTIAL

Any employee in the Unit, who is assigned to a regularly established evening or night shift, shall receive a bonus for each hour worked during such shift for the term of this agreement as follows:

<u>Differential Bonus</u>	<u>Compensation</u>
Evening Shift:	\$3.00 per hour
Night Shift	\$5.75 per hour effective 10/1/22

*Evening and Night Shift Differential shall be increased by 5% on October 1, 2017.

Differential Bonus Hours

Pursuant to Los Angeles County Code, Section 6.10.020:

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

Weekend Differential

Full-time permanent Pharmacists covered by the MOU who work on a weekend (i.e., 7 p.m. on Friday through 7 a.m. on Monday) shall receive an additional \$4.00 per hour bonus for each hour worked on a weekend effective 10/1/22.

Clinical Pharmacist Assignment Bonus

Pharmacists who are assigned by Management to complete onsite Clinical Pharmacist training and are subsequently assigned by Management Clinical Pharmacist duties and responsibilities in eight-hour increments or more shall receive a 5.5% per shift bonus.

Clinical Pharmacist shall not qualify for this bonus. There shall be no pyramiding of this bonus with additional responsibility bonuses, out of class bonuses, or Administrative Projects and Initiatives bonus unit members receive for performing Clinical Pharmacist duties and responsibilities.

Within sixty (60) days of the Board of Supervisors approval and adoption of the 2023 through 2025 successor MOU, DHS Pharmacy Management will meet with the union to discuss procedural and administrative components of this bonus.

The Clinical Pharmacist assignment bonus shall become effective October 1, 2023. Additionally, this bonus shall not constitute a base rate bonus.

Administrative Projects and Initiatives Bonus

Effective October 1, 2023, DHS Pharmacists and DHS and DMH Clinical Pharmacists assigned the administrative responsibility for priority projects, initiatives, or clinical operations, as defined by the DHS and DMH Chief Pharmacy Officer or their designee shall receive a 3% bonus.

There shall be no pyramiding of this bonus with additional responsibility bonuses, out of class bonuses, or Clinical Pharmacist Assignment bonus unit members receive for performing Administrative Projects and Initiatives duties and responsibilities.

Within sixty (60) days of the Board of Supervisors approval and adoption of the 2023 through 2025 successor MOU. DHS/DMH Pharmacy Management will meet with the union to discuss procedural and administrative components of this bonus.

This bonus shall not constitute a base rate bonus.

Detention and Correctional Facilities Assignment

Full-time permanent Pharmacists permanently assigned to a Los Angeles County detention or correctional facility including juvenile halls will receive a 5.5% assignment bonus effective 10/1/22. Upon the employee no longer being assigned to Los Angeles County detention or correctional facility the bonus shall cease forthwith.

This bonus shall not constitute a base rate bonus.

ARTICLE 9 EMPLOYEE BENEFITS

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

ARTICLE 10 BULLETIN BOARDS

Adequate bulletin board space will be provided for use by the UAPD. All notices will be posted by a designated representative or representatives of the UAPD, and such material must bear the signature of a registered official of the UAPD.

Bulletin boards shall be used only for the following subjects:

- A. UAPD recreational, social, and related news bulletins;
- B. Scheduled UAPD meetings;
- C. Information concerning UAPD elections or the results thereof;
- D. Reports of official business of UAPD including reports of committees or the Board of Directors, and
- E. Any other written material which first has been approved and initialed by an authorized representative of the Department Head.

The UAPD agrees that notices posted on County bulletin boards shall not contain anything which may reasonably be construed as maligning the County, its representatives or any individual employees in any manner whatsoever.

ARTICLE 11 WORK SCHEDULE CHANGESSection 1. Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. Normally, the work schedule will consist of five 8-hour work days, however, the work schedule may include alternate work schedules such as 9/80 schedule, 4/10 schedule, or 7/80 schedule (11 to 11.5 hour shifts spread over two (2) consecutive 7 day work periods). Nothing in this Article shall be construed to guarantee any day or work week assignment required for the maintenance of necessary operations.

Section 2. Work Schedule Changes

Except for emergencies, employees' work schedules shall not be changed without notice to the employee at least fourteen (14) calendar days before the change is to be implemented including the reason to the employee at least ten (10) working days prior to the date the change is to be effective. Where work schedules are regularly and routinely used, such schedules shall be posted at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule changes. Irregular work schedules shall not be changed without written notice.

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

Section 3. Weekend Off

For the purposes of this Section, a weekend is defined as two (2) consecutive weekend days starting at 7:00 p.m. Friday and ending at 7:30 a.m. Monday. Management shall make every reasonable effort to schedule every other weekend off for employees.

ARTICLE 12 PROFESSIONAL ACTIVITIES COMMITTEE

Management will recognize a Professional Activities Committee consisting of three (3) County Pharmacists in the Unit. The goal of this committee is to ensure ongoing transparency between labor and management. The committee shall have the following privileges:

1. To meet with the local facility administrators and Pharmacy Director, at the request of Union, at a mutually agreed upon time, date, and location.
2. To work in good faith to resolve the problems presented at the committee meetings in a timely manner. Should the problems remain unresolved at the local level, the Union may request a meeting with the departmental pharmacy director. Any such meeting with the departmental Pharmacy Director will be held at a mutually agreed upon date, time, and location.
3. To recommend methods for improvement of pharmacy practice, in accordance with Safe and Just Culture Policy.
4. To suggest methods in the development of pharmacy operations that serve to enhance the advancement of pharmacy staff and optimize patient care.

ARTICLE 13 CONSULTATION

Section 1. Consultation of Educational Programs

County Management will consult on present and future educational programs on behalf of pharmacists in conformity with the provisions of Section 6(a) of the Employee Relations Ordinance.

ARTICLE 14 TRAININGSection 1.

Management will allow the full-time permanent Pharmacist up to a maximum of twenty-four (24) hours on County time each contract year during the term of this agreement for the purpose of meeting the requirements set forth in the Business and Professions Code, Section 4098.5, 4098.6, 4098.7 and 4.099. Documented evidence of attendance of Department-approved training shall be required.

Subject to the needs of the pharmacy services and upon request of the full-time permanent Pharmacist, Management may allow the full-time permanent Pharmacist to carry over up to twenty-four (24) hours to the second year. If carry over hours are not used during the second year, they will be lost.

Section 2.

Use of Continuing Education Time, including home study, requires prior Management approval. Such approval shall not be unreasonably denied.

Home study includes Board Re-Certification, Continuing Education, Management approved webinars and educational activities that meet the need of the Department as determined by Management. Documented evidence of completion of any of the above Management approved home study shall be required.

Effective January 1, 2019, bargaining unit members who are in possession of an Advance Practice Pharmacists License and those bargaining unit members who successfully obtain a Management approved Board of Pharmacy Specialty Certification consistent with the contract language covering Reimbursement for Board of Pharmacy Specialty Certification shall receive an additional eight (8) hours of Continuing Education Time per contract year. There will be no retroactive distribution of the additional eight (8) hours of Continuing Education Time prior to January 1, 2019.

ARTICLE 15 VACATION SCHEDULING

Vacation periods shall be scheduled by Management to provide adequate staffing.

Pharmacists shall be entitled to take their authorized vacation in accordance with the following procedures:

1. At least annually, Management shall post a vacation schedule for all Pharmacists in each department. Such vacation schedule shall include the Pharmacist's name and the time period Management has authorized such Pharmacists to use for their vacation.
2. The Pharmacist with the greatest seniority will be given the opportunity to have first choice of their vacation schedule, with the other Pharmacists being given their choice of vacation schedules in descending order of seniority.
3. Having once made a choice, no Pharmacist may change their vacation schedule if such change will conflict with the choice of another employee in the department or unless the affected Pharmacist and Management agree to such a change.
4. A Pharmacist may split their authorized vacation leave if it does not interfere with adequate staffing. A Pharmacist taking a split vacation will be allowed their choice in accordance with this Article only for the first vacation period.

5. For the purpose of this Article, the Prescription Services Section, the Manufacturing and Supplies Section, and the Clinical Section within the LAC/USC Medical Center, every comprehensive health care center, and every hospital other than those located at the LAC/USC Medical Center within the Department of Health Services shall be considered separate departments.
6. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification. A Pharmacist may exercise their seniority only within the department to which they are permanently assigned. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given in order of their County seniority.
7. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given in order of their County seniority.
8. A Pharmacist whose assignment is changed from one department to another department will not be allowed to exercise their bidding rights under this Article if the exercise of such rights would result in replacing another Pharmacist on the existing vacation schedule.

ARTICLE 16 PERSONNEL FILES

An employee, or their 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 their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their 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 (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

Within thirty (30) days of their knowledge of a written statement regarding employee performance or conduct, the employee is entitled to place a written statement in their file stating reasons for disagreement with the written statement.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in their personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope, is shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

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

ARTICLE 17 POSTING OF VACANCIES

Management will post, at least two weeks in advance, promotional opportunities and vacancies* to be filled on the bulletin board or boards designated expressly for this purpose and in each pharmacy.

Management shall also post current promotional opportunity/vacancy notice(s) on the designated websites for the attached departments, including: Department of Health Service (Government Jobs at <https://hr.lacounty.gov> / SharePoint websites); Department of Public Health; and Department of Mental Health.

* Involving pharmacy positions

ARTICLE 18 PROMOTION

Upon the employee's request, Management shall discuss with the employee the reason(s) why they were not selected for a promotion if the employee ranked higher on the Civil Service Commission list than the employee who was appointed.

For the purpose of this Article, promotion shall be defined as advancement to a position of higher rank or grade involving an increase in pay.

ARTICLE 19 LEGAL REPRESENTATION

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

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

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

ARTICLE 20 GRIEVANCE PROCEDURESection 1. Definitions

1. "Grievance" means a complaint by an employee or the UAPD concerning the interpretation or application of the provisions of this Memorandum of Understanding.
2. "Days" means calendar days exclusive of Saturdays, Sundays, or legal holidays.

Section 2. Responsibilities

1. The UAPD agrees to encourage an employee to discuss their complaint with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with them at a mutually satisfactory time.
2. The employee will name the specific action complained of and state in sufficient detail the facts and reasons for the complaint and the remedy requested.
3. Departmental management has the responsibility to:
 - A. Respond only to the specific complaint and facts cited in the grievance as originally presented.
 - B. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - C. Supply the employee with the necessary information to process their grievance to the proper agency of authority.

Section 3. 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 Article may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one (1) 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.

Section 4. General Provisions

1. An employee has the right to the assistance of a representative in the preparation of their written grievance, and to represent them in formal grievance meetings.
2. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. A UAPD steward selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent themselves from their duties to attend a grievance meeting. The UAPD steward shall give their supervisor reasonable advance notice to ensure that their absence will not unduly interfere with departmental operations.

4. 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.
5. The UAPD has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or the application of the specific terms and provisions of this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

- A. Within five (5) days from the occurrence of the matter on which a complaint is based, or within five (5) days from their knowledge of such occurrence, an employee shall discuss their complaint in a meeting with their immediate supervisor.
- B. Within five (5) days from the day of the discussion with the employee, their immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - Supervisor

- A. Within ten (10) days from receipt of their supervisor's decision, an employee not satisfied, may file a formal written grievance. The written grievance form shall be completed by the employee stating the nature of the grievance and the remedy they request from their departmental management. The employee shall submit the grievance to their immediate supervisor.

- B. Within ten (10) days, their immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance.

Step 2 - Middle Management

- A. Within ten (10) days from their receipt of their supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the Middle Management of the facility.
- B. Within ten (10) days from receipt of the grievance, the Manager shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Top Management

- A. Within ten (10) days from the receipt of the decision at level two, the employee may appeal to Top Management or their designate using the original copy of the grievance.
- B. Within ten (10) days from receipt of the employee's grievance, Top Management or their designate who has not been involved in the grievance in prior levels, shall make a thorough review of the grievance, may meet with the parties involved and shall give a written decision to the employee.
- C. On the 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 Top Management or their designate shall be final.

Section 6. Arbitration

1. Within twenty (20) days from the receipt of the written decision of Top Management or their designated representative, the UAPD 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 their 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, 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 their 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.
 - D. Competent performance evaluations.
3. In the event the UAPD desires to request that a grievance, which meet 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 the Chief Executive Office and to the County Department Head or Officer affected, which written request shall.
- A. Set forth the specific issue or issue 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. It is further agreed that the County will not be responsible for expenses or salaries for witnesses called by the UAPD. However, the County will continue to pay the salary of the grievant(s).

5. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint them pursuant to their applicable rules and regulations.

If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that the Commission provide the parties with a panel of five names from which the parties will select an arbitrator by alternately striking one name each from the panel until there is one arbitrator remaining who will be deemed to be the mutually acceptable arbitrator and be appointed as above.

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

7. The decision of an arbitrator resulting from any arbitration of grievance hereunder shall not add to, subtract from, or otherwise, modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the UAPD. 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 UAPD may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Majority and Exclusive Recognition

Implementation

Term

Renegotiation

Non-Discrimination

Posting of Vacancies

Recording Work Hours

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 21 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 6 Arbitration, of Article 21, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall 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 their 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 Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations 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 purposes of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) No stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.
- 5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their 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.
 - A. It is further agreed that the County will not be responsible for expenses or salaries for witnesses called by the UAPD. However, the County will continue to pay the salary of the grievant(s).
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 UAPD. 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:

Majority and Exclusive Recognition

Non-discrimination

Implementation

Term

Renegotiation

Posing of Vacancies

Recording Work Hours

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 22 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the UAPD 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 the UAPD has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the UAPD may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Office. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within five (5) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved; the UAPD shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Chief Executive Office or their authorized representative, and any other County Department Head or their authorized representative, who has authority to resolve this matter.

- C. Within ten (10) business days after the meeting provided in (B). above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6 of Article 21 the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 21 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 21 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of the employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 21 hereof.

ARTICLE 23 UAPD STEWARDSSection 1. Stewards

The UAPD may designate stewards to represent employees in the processing of grievances subject to the following rules and procedures:

- A. The UAPD and Management shall negotiate as to a reasonable number of stewards within each facility.
- B. The UAPD shall furnish Management representatives with a written list identifying by names and assigned work areas all regular and alternate stewards and the list shall be kept current by the UAPD at all times.
- C. The UAPD will designate as a steward only employees who have passed an initial probation period and have been designated as permanent.
- D. Management agrees a steward will not be discriminated against because of their activities as a steward.

Section 2. Handling Grievances

- A. When requested by an employee, a steward, with permission of their supervisor, may investigate any alleged grievance in their assigned work area and assist in its preparation.

- B. After notifying and receiving approval of their immediate supervisor, a steward may be allowed reasonable time off during working hours without loss of time or pay to process such grievance. Such notification shall include the nature of their business for which time off is requested and the estimated time of their absence. The immediate supervisor will authorize the steward to leave their work to process such a grievance unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from their work assignment. The steward shall notify their supervisor upon their return to work.
- C. When a steward desires to contact an employee at their work location, the steward shall first contact the immediate supervisor of that employee, advise them of the nature of their business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when they can reasonably expect to contact the employee.
- D. A steward's interview or discussions with an employee on County time will be handled expeditiously, reasonable in length, and shall not interfere with or interrupt County business.

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

ARTICLE 24 RECORDING WORK HOURS

Management may exempt employees in this Unit of the obligation to record their hours of work by time clock. This exemption may be applied to specific work locations or to specific days or shifts. This exemption may be extended to individuals or to groups of individuals.

This exemption once given is revocable, with five (5) day's notice to the employee, but its revocation shall address the Management's need for accurate, unimpeachable timekeeping and shall not be construed as diminishing the professional status of the employees.

ARTICLE 25 TRANSFER

Section 1. Definitions

For the purpose of this Article, a transfer is a change in job location.

Section 2. Transfer

An employee, who desires a transfer from one job location to another, shall prepare a written request and submit it to the Chief Pharmacist of the job location where the transfer is desired. All transfer requests shall be considered for one year from the date of filing.

As openings occur, Management shall consider the transfer request on file first. Management shall consider filling vacancies by effecting transfers before filling vacancies by hiring or promotions from eligible lists. The seniority of the employees requesting such a transfer will be considered. However, this Article in no way is intended to limit Management's authority to make appointments.

It is understood and agreed that transfers will not be made for disciplinary purposes.

Section 3.

Management shall consider factors including, but not limited to, geographical preference and seniority of the employee being transferred when initiating a transfer. Reasonable efforts will be made to accommodate location preference when practicable.

Nothing herein shall preclude Management from making involuntary transfers of employees based on a specific skill set or operational need.

ARTICLE 26 PAYROLL DUES AND DEDUCTIONSection 1. UAPD RIGHTS

Los Angeles County agrees to deduct and transmit to UAPD all membership dues authorized on a form provided by UAPD.

Employees of this bargaining unit may withdraw from membership in UAPD by sending a signed withdrawal letter to UAPD with a copy to the County's Chief Executive Office Employee Relations Division within thirty (30) days prior to the expiration date of the MOU. Union dues deductions shall be cancelled within forty-five (45) calendar days of receipt of the notice of cancellation.

UAPD 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.

Section 2. UAPD Information

The UAPD may provide, and a department will make available a packet of information at orientation sessions for all new employees in the bargaining unit.

Upon initial appointment to any bargaining unit position as a probationary or permanent employee, the employee shall be informed by the employer that UAPD is the recognized employee organization for the employee in said classification and present the employee with a packet of information which has been supplied by UAPD.

No provision of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Agreement.

On a quarterly basis, the County shall provide UAPD with an electronic roster bearing the names, home addresses, identification/employee numbers, department, facility, unit code, class title, salary amount, and membership status of all employees covered by this Agreement were permitted by law. On a quarterly basis, the County shall also provide access to BU 301 employees who have separated from County employment or left the bargaining unit.

ARTICLE 27 PAYCHECK ERRORSA. 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 pay check, a pay check correction may be requested. Such request must be made to the appointing authority within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

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

ARTICLE 28 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the UAPD, 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 UAPD fails to exercise good faith in halting the work interruption, the UAPD 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 29 UNION ACCESS

Authorized Union representatives may be granted access to work locations in all hospital and health facilities, including areas utilized for patient care, treatment, and general work in which employees covered hereby are employed, for the purpose of conducting grievance investigations and/or to observe working conditions. Authorized Union representatives desiring access to such locations shall first request permission from the appropriate Management representative, at which time the authorized representative shall inform the Management representative of the purpose of the visit. The Management representative may deny access to a work location if in their judgment they deem that a visit will unduly interfere with the operations of the department or facility thereof, in which event the Management representative will recommend an alternate time for the visit.

A Union representative assigned to a facility on regularly scheduled days will inform the designated Management representative of their schedule and any subsequent change in such schedule. Upon meeting this requirement, the Union representative may have access to any cafeteria, canteen or rest area not requiring passage through or entrance into a patient care, treatment or general work area.

Union shall within thirty (30) days of the effective date of this Memorandum of Understanding give to Management a written list of all authorized representatives, which list shall thereafter be kept current the Union. Access to work locations hereunder will be granted only to representatives on the current list.

ARTICLE 30 IDENTIFICATION OF EMPLOYEES

A master list is a list of the names and payroll location of all employees in the classifications comprising this Unit as listed in Article 1. Such master list may be furnished by Management when requested by the Union no more than four times a year. The Union is entitled to one list at no charge each year of this agreement. The Union shall pay to County \$100.00 for each additional master list furnished by the County. Such payment shall be due and payable within thirty (30) days from the date of billing.

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide the Union with the first master list without charge. Upon the Union's request the County will provide the master list in computer tape format following the Union's payment to the County of an initial \$500.00 programming fee.

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 of Understanding is pending before the Board of Supervisors for action, neither the UAPD, nor Management, nor their authorized representatives, will appear before the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of the Memorandum of Understanding.

It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 32 FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

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

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

Section 2.

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

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

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

The phrase “significantly large number” shall mean (a) a majority of the employees in the Unit, (b) all the employees within a Department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Physician Specialist, MD.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County’s Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for their resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

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

Section 5.

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

ARTICLE 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 Executive Officer or their duly authorized representative (Address: 500 West Temple Street, Room 782, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Union's principal authorized agent shall be its General Manager, or the duly authorized representative (Address: 250 East 1st Street, Suite #1103, Los Angeles, CA 90012; Telephone: (310) 398-4038; Facsimile: (310) 398-6427.)

ARTICLE 34CONTRACTING OUT AND TRANSFER OF FUNCTIONS

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

ARTICLE 35 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means, and personnel by which the County's operations are to be conducted, to reorganize any County department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the union on the impact of any decision to reorganize when such issues are not covered by Civil Service Rules or Memorandum of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 36 PROVISIONS OF LAW

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

ARTICLE 37 PARKING

The UAPD agrees to be a non-participant of SEIU Local 721's Labor Management Transportation Committee and agrees to any plans implemented on traffic mitigation/reduction by SEIU Local 721.

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

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

ARTICLE 38 PRODUCTIVITY ENHANCEMENTS

The parties mutually agree to negotiate any incentive plans which will increase productivity and reward employees with a share of the gains. The parties further agree to develop wellness programs in accordance with the Fringe Benefits Memorandum of Understanding which may also result in monetary incentives for employees.

ARTICLE 39 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 Executive Office.

The Department shall notify an employee in writing of the approval or denial of their written request within forty-five (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 CEO approval, upon their request they shall be returned to an assignment in their own classification until notified of the CEO'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 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 (2) 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 they qualify 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 40, Out-of-Class Assignments for the same assignment.

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

ARTICLE 40 OUT-OF-CLASSSection 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 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.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or UAPD's written request for relief either:
 - 1. Appoint the employee according to Civil Service Rules; If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this Article is paid; or
 - 2. Return the employee to an assignment in their own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this Article is to be paid, or pay the employee the bonus. The bonus is paid from the date of request for relief and terminates when the conditions of this Article are no longer met.

The 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 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 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 to departmental organization units.

- D. Upon the employee's written request, a written confirmation of their out-of- class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 41 BU 301 JOINT LABOR MANAGEMENT COMMITTEESection 1.

The parties agree to establish a Joint Labor-Management Committee to consult on issues pertaining to unit members in accordance with Employee Relations Ordinance 5.04.090.

- A. The purpose of the Joint Labor-Management Committee is for BU 301 and Management to establish a forum for labor and management to regularly meet and jointly discuss issues concerning bargaining unit members.

Section 2.

The Committee shall be limited to a total of ten (10) members, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) unit members appointed by the Union shall make up the committee. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend Joint Labor-Management Committee meetings.

Section 3.

During the term of this MOU, the Joint Labor-Management Committee shall meet up to four (4) times annually, upon request of either party, at mutually agreeable times and locations and shall commence within thirty (30) days of the ratification of the contract. If meetings must be cancelled or postponed by either party, every effort will be made to immediately reschedule meetings to a date and time agreeable to both parties. Both the Union and Management must mutually agree to the scheduling of any committee meeting which is not a regularly scheduled meeting.

Section 4.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

Section 5.

The parties agree that the Committee may make advisory recommendations to Management for consideration.

ARTICLE 42 DIGNITY AND PROFESSIONALISM IN THE WORKPLACE

UAPD and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

ARTICLE 43 PROFESSIONAL JUDGMENT

The parties agree that the pharmacists in bargaining unit 301 shall not practice, nor shall they be required to practice, in any manner which places their professional license(s) in jeopardy.

This article shall not be subject to the grievance and or arbitration provision of this MOU.

ARTICLE 44 HEALTH AND SAFETYSection 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. UAPD will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, or conditions and to report to their immediate supervisors. If such conditions cannot be satisfactorily remedied by the immediate supervisor, the employee or their representative may submit the matter to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) business days. If the employee or their representative is not satisfied with the response of the safety officer, the Union may consult with the Chief Executive Office or their designee. A representative of such branch shall respond to the Department Head and the Union within ten (10) business days. If the Union is not satisfied with the response of the Chief Executive Office, the issue may be taken within ten (10) business days to arbitration as set forth in Article 21. During such ten (10) days, consultation between the Department Head and the Union will take place.

Section 2.

Management and UAPD agree that Williams-Steiger Occupational Safety and Health Act of 1970, the California Occupational Safety and Health Act of 1973, and California Senate Bill 198 shall be binding on both parties.

Section 3.

Management shall maintain adequate first aid kits at all work facilities.

ARTICLE 45REIMBURSEMENT FOR BOARD OF PHARMACY
CERTIFICATION

Where funding is available, the County shall maintain a reimbursement program for unit employees related to performance of their current assignment. Funding will support one (1) Board of Pharmacy Specialty Certification approved by Management for the term of the of the contract.

Reimbursement Plan: An employee shall submit a request of the proposed reimbursable in advance of attendance to their manager. Due to patient safety concerns, such time off request will be granted contingent upon the number of pre-scheduled absences, such as vacations, CEU's, and leaves that have been already granted during a scheduling cycle. The employee is required to submit satisfactory evidence of completion of the certification and successful passing of the test in order to receive reimbursement.

Funds of up to \$500 per the term of the contract will be made available to qualified permanent employees on a first come first serve basis as funds are available. Said funds are limited to the training course, and/or testing fees.

This Article shall become effective January 1, 2019, and will sunset and terminate on September 30, 2025. There will be no retroactive reimbursements provided for Board of Pharmacy Specialty Certification obtained prior to January 1, 2019.

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.

UNION OF AMERICAN PHYSICIANS
AND DENTISTS

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
INDYA ADAMS
UAPD Labor Representative

By Joseph M.
Nicchitta
 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:47:33
-07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE PHYSICIANS AND VETERINARIANS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING, made and entered into this 29th day of September 2026,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter
referred to as "County"),

AND

Union of American Physicians & Dentists
(hereinafter referred to as "UAPD").

WHEREAS, on the 25th day of June 2024, the County Board of Supervisors approved a Memorandum of Understanding between the County and UAPD (hereinafter referred to as the "parties") regarding the Physicians and Veterinarians Employee Representation Unit for a five year term beginning October 1, 2022, and ending September 30, 2027; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the Memorandum of Understanding Article 7 as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Delete Article 7 - Salaries in its entirety and replace it with the following:

Ratification Payment

- \$5,000 effective upon notification of positive ratification of contract
- \$2,000 ratification payment effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payment or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

Fiscal Integrity:

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.
- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.
- This provision shall sunset on September 30, 2027.

Preventive Measures:

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- Cancelling non-essential contract under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

Joint Labor Management Financial Committee (JLMFC) – CCU Member Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided on and prior to each quarterly meeting.

The parties agree that the materials, discussion, and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union), the CCU Chairperson, CCU staff, and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the Memorandum of Understanding on September 30, 2027.

Section 1. Recommended Salary Adjustments

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

approximately 2.0 percent (8 levels) effective October 1, 2026

approximately 5.0 percent (20 levels) effective October 1, 2027

The parties further agree that said Board adopt and implement the following salaries applicable to employees in the Unit effective the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5475	PHYSICIAN,MD	CURRENT 10/01/2026 10/01/2027	N42 N42 N42			
5474	PHYSICIAN,MD (NON MEGAFLEX)	CURRENT 10/01/2026 10/01/2027	N43 N43 N43			
5455	PHYSICIAN SPECIALIST(MEGAFLEX)	CURRENT 10/01/2026 10/01/2027	N42 N42 N42			

5476 PHYSICIAN SPECIALIST(NON MEGAFLEX)	CURRENT	N43			
	10/01/2026	N43			
	10/01/2027	N43			
5477 PHYSICIAN SPECIALIST,MD	CURRENT	N19			
	10/01/2026	N19			
	10/01/2027	N19			
5473 RELIEF PHYSICIAN	CURRENT	N42			
	10/01/2026	N42			
	10/01/2027	N42			
5482 RELIEF PHYSICIAN,CORRECTIONAL HEALT	CURRENT	N42	FH		216.83
	10/01/2026	N42	FH		221.17
	10/01/2027	N42	FH		232.23
5728 VETERINARIAN (MEGAFLEX)	CURRENT	N2MXO	120C	11508.27	16374.45
	10/01/2026	N2MXO	120L	11737.36	16700.27
	10/01/2027	N2MXO	122J	12330.45	17545.00
5729 VETERINARIAN(NON-MEGAFLEX)	CURRENT	N2MXO	120C	11508.27	16374.45
	10/01/2026	N2MXO	120L	11737.36	16700.27
	10/01/2027	N2MXO	122J	12330.45	17545.00

Effective January 1, 2025, Veterinarians, MF (Item No. 5728) and Veterinarians, NMF (Item No. 5729) shall move two – standard salary schedule (approximately 5.5%).

Section 2. Step Advancement for Veterinarians

- a. Full-time permanent employees in this Unit who are below the top step of their respective salary range and who are eligible for step advancement 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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

- b. If no performance review is filed as defined in Paragraph 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 their department head, in writing, issue a Performance Evaluation.

- c. Grievances arising out of this Section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the department head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluation which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. Physician Pay Plan

The compensation of Physicians in this Unit shall be as provided in the Physicians Pay Plan (Part 2 and Part 4 of Chapter 6.08 of Title 6 of the County Code). The Board adopts and implements the salaries applicable to employees in the Unit on the dates and in the manner indicated.

Section 4. Physician Pay Schedule D

Physicians eligible for compensation under Schedule D shall be any physician who is not receiving a stipend from a medical school.

In no instance shall a physician simultaneously receive compensation under this section and Section 7 of this Memorandum of Understanding.

Physician, MD, Megaflex (Item No. 5475) and Physician, Non-Megaflex (Item No. 5474) shall be compensated on Range 2 of the effective D table.

Physician Specialist Megaflex (Item No. 5455) and Physician Specialist Non-Megaflex (Item No. 5476) in the following specialties shall be compensated on the indicated range of the effective Physician D Schedule Table.

Revision to Pay Schedule D

Effective January 1, 2019, the Physician Pay Schedule D will be condensed, current steps one (1) through ten (10) will be removed; Steps 11 through 20 will become the new steps one (1) through ten (10).

Under the condensed Physician Pay Plan, incumbent physicians will be placed on the closest step of the appropriate Grid Level that does not constitute a decrease in pay.

Effective January 1, 2025, Physician specialties will be placed on the Physician D Schedule Table as follows:

<u>Code</u>	<u>Medical Specialty</u>	<u>Range</u>
51	Anesthesiology	D32
52	Dermatology	D24
53	Emergency Medicine	D17
54	Family Practice	D13
55	Internal Medicine – Endocrinology	D09
56	Internal Medicine – Cardiology (Invasive)	D25

57	Internal Medicine – Cardiology (Non-Invasive)	D15
58	Internal Medicine – Critical Care	D20
59	Internal Medicine – Gastro (Interventional)	D23
61	Internal Medicine – Hematology/Oncology	D23
62	Internal Medicine – Infectious Disease	D09
63	Internal Medicine – Nephrology	D15
64	Internal Medicine – Pulmonary (Invasive)	D10
65	Internal Medicine – Pulmonary (Non-Invasive)	D06
66	Internal Medicine – Rheumatology	D10
67	Neurology	D10
68	Nuclear Medicine	D20
69	OB/Gyn – General	D21
70	OB/Gyn – Gynecologic Oncology	D27
71	OB/Gyn – Maternal/Fetal Medicine	D26
72	Otolaryngology	D28
73	Pathology	D12
74	Pathology – Forensic	D16
75	Pediatrics	D06
76	Pediatrics – Neonatal/Critical Care	D19
77	Physical Medicine and Rehabilitation	D15
78	Preventive Medicine	D06
79	Psychiatry	D15
80	Radiology – General/Diagnostic	D28
81	Radiology – Vascular/Internal Diagnostic	D30
82	Surgery – Cardio-Thoracic	D37
83	Surgery – General	D30
84	Surgery – Neurological	D37
85	Surgery – Ophthalmology	D26
86	Surgery – Orthopedics	D36
87	Surgery – Pediatric	D35
88	Surgery – Plastic	D34
89	Surgery – Urologic	D27
90	Surgery – Vascular	D32
91	Surgery – Critical Care	D32
92	Internal Medicine – General	D13
93	Preventive Medicine-Public Health & General Prev. Med.	D12

Incumbents assigned to specialties experiencing a change in grid placement (i.e.,

Anesthesiology (Code 51), Family Practice (Code 54), Internal Medicine – Critical

Care (Code 58), Internal Medicine – Gastro (Interventional) (Code 59), Internal

Medicine - Hematology/Oncology (Code 61), Internal Medicine – Infectious Disease (Code 62), Internal Medicine – Nephrology (Code 63), Internal Medicine – Rheumatology (Code 66), Neurology (Code 67), OB/Gyn. – General (Code 69), OB/Gyn – Gynecological/Oncology (Code 70), Pathology (Code 73), Physical Medicine and Rehabilitation (Code 77), Psychiatry (Code 79), Radiology/General Diagnostic (Code 80), Surgery – Cardio- Thoracic (Code 82), Surgery – General (Code 83), Surgery – Neurological (Code 84), Surgery – Vascular (Code 90), Surgery – Critical Care (Code 91) Internal Medicine – General (Code 92), and Preventive Medicine – Public Health & General Preventive Medicine (Code 93)) effective January 1, 2025, shall be placed at the nearest step, to the current salary, that does not allow for a decrease.

Specialty for pay purposes in DHS will be determined by physician privileges and by the physician's assignment.

The salaries shall be based on the effective D Schedule provided for in Attachment A of this Memorandum of Understanding.

Section 5. Salary upon initial appointment

Initial appointment shall be at the rate designated as the first step, except in the case of transfer, demotion, promotion, or special step placement. This will establish a step anniversary date pursuant to Section 6.08.270 of the County Code.

Effective January 1, 2025, the initial appointment step for the specialties listed below shall be:

<u>Code</u>	<u>Medical Specialty</u>	<u>Initial Step</u>
52	Dermatologist	Step 4
59	Internal Medicine – Gastro (Interventional)	Step 4
61	Internal Medicine – Hematology/Oncology	Step 3
77	Physical Medicine and Rehabilitation	Step 2
80	Radiology – General/Diagnostic	Step 2
82	Surgery – Cardio-Thoracic	Step 4
84	Surgery – Neurological	Step 4

except in the case of transfer, demotion, promotion, or special step placement.

This will establish a step anniversary date pursuant to Section 6.08.270 of the County Code.

Additionally, any incumbent Physician Specialist, who as of January 1, 2025, is on a step of the appropriate D-Schedule, lower than what is listed for the specialties in Section 5 – Salary Upon Initial Appointment, shall move to the same step. The Physicians anniversary date shall not be impacted by this one-time step advancement.

Section 6. Step Advancement under Schedule D

Physicians eligible to receive step advances will be advanced one step within the applicable range upon completion of one (1) year of service, and upon certification by the department head (or their designate) that the physician has met performance standards as agreed upon by the County and the Union. Step advancement will continue until the employee has reached the top of the range.

Section 7. Physician Pay Schedule P

Physicians eligible for compensation under Schedule P shall be any physician who, as of January 1, 2008, is receiving a stipend under a medical school affiliation agreement approved by the Board of Supervisors and in effect immediately prior to January 1, 2008.

<u>ITEM</u>			
<u>NO</u>	<u>ITEM CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>NOTE</u>
5477	Physician Specialist, MD	1/1/2008	N19
		1/1/2009	N19

The salaries shall be based on the effective P Schedule provided for in Attachment B of this Memorandum of Understanding.

Physician Specialist, MD (Item No. 5477) in the specialties of Preventive Medicine, Internal Medicine, Pediatrics, Dermatology, Emergency Medicine, Family Practice, Neurology, Physical Medicine and Rehabilitation, and Psychiatry shall be compensated on Schedule 4 of the effective P Table.

Physician Specialist, MD (Item No. 5477) in the specialties of Obstetrics and Gynecology, Pathology, Urology, Ophthalmology, General Surgery, Nuclear Medicine, Radiology, Otolaryngology, Neurosurgery, Anesthesiology, Orthopedics, Plastic Surgery, and Thoracic Surgery shall be compensated on Schedule 9 of the effective P Table.

Section 8. Step Advancement under Schedule P

1. Full-time permanent employees in this Unit who are below the top step of the appropriate Physician Specialist Schedule and who are eligible to 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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.
2. If no performance review is filed as defined in Paragraph 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.
3. Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request their department head in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five (5) days of the employee's request. If

said Evaluation is competent or better, the employee shall be granted a step advance effective on their step advance anniversary date.

4. Grievances arising out of this Section shall be processed as follows:
 - (a) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their step anniversary date.
 - (b) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective on their step advance anniversary date.
 - (c) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the department head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- (d) During the term of this Memorandum of Understanding, should any changes be made in the existing categories of Performance Evaluations, which adversely impacts the application of this Section, the parties shall meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 9. Full-Time County Physicians Receiving Compensation Under UCLA Medical School Affiliation Agreement

Pursuant to the agreement between the Regents of the University of California and the County Board of Supervisors on November 25, 2008, physicians receiving compensation from the university under the affiliation agreement will cease receiving such compensation and become solely employed by the County. County employment will be compensated as described in Section 4 and Section 5 of this Article. Physicians shall be placed at the nearest step in the designated pay range that does not result in a reduction in pay. "Pay" for the purpose of step placement shall be the sum of the following:

- Monthly stipend received under the old UCLA Medical School Agreement (Contract years 2006-08).

- Regular monthly County salary under the old Physician Pay Plan (Schedule P), exclusive of any bonus for board certification in a medical specialty or special rate received pursuant to Section 6.10.150 C of the County Code.

In no event shall any physician simultaneously receive compensation under this Memorandum of Understanding and Section 6.10.150 C of the County Code.

In any case where the pay as calculated above exceeds the top step of the designated range in Schedule D, the physician shall be paid at a special monthly rate, exclusive of any bonus for board certification in a medical specialty, that equals said pay and that maintains over time the same percentage differential between such rate and top step of the designated Schedule D rate. Such special monthly rate shall constitute a base rate.

Placement on Schedule D pursuant to this Section is effective on July 1, 2008, and shall result in a new anniversary date.

Section 10. Full-Time County Physicians Receiving Compensation Under USC Medical School Operating Agreement

Pursuant to the amended affiliation agreement adopted by the County Board of Supervisors on November 25, 2008, non-tenured physicians affected by that newly signed agreement shall make a choice of being either solely a County employee or solely a University employee.

Those Physicians choosing County employment will be compensated as described in Section 4 and 5 of this Article. Physicians choosing this option shall be placed at the nearest step in the designated pay range that does not result in a reduction in pay. "Pay" for the purpose of step placement shall be the sum of the following:

Monthly stipend received under the old USC Medical School Agreement (Contract years 2006-08).

Regular monthly County salary under the old Physician Pay Plan (Schedule P), exclusive of any bonus for board certification in a medical specialty or special rate received pursuant to Section 6.10.150 C of the County Code.

In no event shall any physician simultaneously receive compensation under this Memorandum of Understanding and Section 6.10.150 C of the County Code.

In any case where the pay as calculated above exceeds the top step of the designated range in Schedule D, the physician shall be paid at a special monthly rate, exclusive of any bonus for board certification in a medical specialty, that equals said pay and that maintains over time the same percentage differential between such rate and top step of the designated Schedule D rate. Such special monthly rate shall constitute a base rate.

Placement on Schedule D pursuant to this Section is effective July 1, 2008, and shall result in a new anniversary date.

Those physicians choosing University employment shall resign from County service. If physicians, choose to return to County employment at a later date they may do so with the status of a “new hire.” Tenured physicians, and non-tenured physicians who do not choose either sole County employment or sole University employment shall continue to be compensated under Schedule P and continue to receive compensation pursuant to the USC affiliation agreement as amended on November 25, 2008.

Section 11. Part-Time County Physicians Receiving Compensation Under Medical School Agreements

1. Part-Time Permanent and Temporary Status Eligible for Step Advancement

Part-time County-employed physicians eligible for step advancement will be placed on the new County Salary Schedule D in accordance with their specialty. These physicians may retain dual employment and continue to receive County salary and compensation from the university. County will not include the university compensation amount as part of the monthly base salary to determine step placement.

2. Part-Time Permanent and Temporary Status Not Eligible for Step Advancement

Part-time County-employed physicians not eligible for step advancement will be paid the hourly, daily, or per session rate appropriate for their specialty. These physicians may retain dual employment and continue to receive compensation from the university.

Section 12. DHS D-Schedule Review

DHS and UAPD, in a spirit of collaboration, agree that a recruitment and retention data review should be undertaken no sooner than two years after the Board approves this current Memorandum of Understanding. This review, a joint effort, shall be conducted by a committee comprising DHS and UAPD representatives, as well as a representative from CEO Employee Relations.

After the review, the committee, if supported by data, shall report its preliminary findings to the CEO Employee Relations division. This division, in its commitment to fairness, will then authorize the negotiation over a limited number of D-Schedule adjustments. Further, a CEO Employee Relations representative will actively participate in discussions with the parties to ensure a balanced and equitable outcome in determining if any D-Schedule adjustment should occur before the next regular negotiation cycle or prior to the contract end term date.

2. The parties further agree to amend the compensation tables referenced in Attachments A, B, and C of the Memorandum of Understanding to reflect the salary adjustments contained in this Amendment No. 1, as follows:
 - i. Physician D Schedule Table for 2026 – 2027 (Attachment A);
 - ii. Physician P Schedule Table for 2026 – 2027 (Attachment B); and
 - iii. Physician H Schedule Table or 2026 -2027 (Attachment C).

3. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided for in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

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.

UNION OF AMERICAN
PHYSICIANS AND DENTISTS

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 

CHRISTOPHER IGE
Regional Administrator

By Joseph M.
Nicchitta

JOSEPH M. NICCHITTA
Chief Executive Officer

Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:48:48
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TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

ATTACHMENT A										
PHYSICIAN D SCHEDULE TABLE										
Effective October 1, 2026										
Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
D01	14,312.59	14,740.96	15,181.76	15,637.20	16,106.32	17,045.73	17,557.10	18,083.81	18,626.32	19,185.12
D02	15,949.10	16,424.65	16,917.59	17,425.45	17,949.42	18,996.31	19,566.19	20,153.18	20,757.79	21,380.53
D03	16,386.16	16,874.14	17,384.45	17,904.70	18,443.60	19,519.32	20,104.89	20,708.05	21,329.29	21,969.16
D04	16,838.14	17,341.00	17,863.74	18,398.89	18,948.94	20,054.15	20,655.77	21,275.45	21,913.70	22,571.12
D05	17,301.26	17,819.03	18,354.20	18,904.25	19,470.43	20,606.05	21,224.23	21,860.96	22,516.79	23,192.30
D06	17,775.57	18,309.49	18,859.53	19,424.50	20,008.09	21,175.06	21,810.30	22,464.60	23,138.54	23,832.70
D07	18,263.55	18,811.12	19,376.07	19,958.42	20,555.64	21,754.55	22,407.19	23,079.41	23,771.77	24,484.94
D08	18,765.18	19,328.90	19,908.76	20,505.98	21,120.62	22,352.47	23,023.05	23,713.75	24,425.16	25,157.91
D09	19,282.96	19,860.32	20,456.32	21,069.70	21,700.45	22,966.13	23,655.11	24,364.76	25,095.71	25,848.57
D10	19,813.13	20,406.66	21,018.78	21,649.55	22,298.93	23,599.52	24,307.50	25,036.74	25,787.84	26,561.47
D11	20,356.99	20,969.10	21,597.40	22,244.30	22,913.58	24,250.00	24,977.51	25,726.82	26,498.63	27,293.59
D12	20,918.21	21,546.49	22,192.16	22,857.69	23,544.32	24,917.56	25,665.08	26,435.03	27,228.07	28,044.92
D13	21,490.62	22,138.76	22,800.57	23,485.96	24,189.97	25,600.85	26,368.88	27,159.94	27,974.73	28,813.97
D14	22,082.88	22,744.68	23,428.85	24,130.40	24,855.51	26,305.20	27,094.37	27,907.20	28,744.43	29,606.75
D15	22,691.31	23,371.73	24,073.26	24,797.16	25,537.19	27,026.64	27,837.45	28,672.57	29,532.74	30,418.74
D16	23,314.60	24,014.92	24,735.07	25,473.86	26,238.72	27,769.10	28,602.18	29,460.25	30,344.06	31,254.38
D17	23,956.55	24,675.46	25,416.76	26,177.88	26,963.85	28,536.51	29,392.62	30,274.39	31,182.63	32,118.12
D18	24,614.62	25,354.66	26,113.31	26,896.80	27,705.11	29,321.01	30,200.65	31,106.66	32,039.85	33,001.06
D19	25,292.59	26,048.75	26,830.99	27,636.84	28,466.24	30,126.54	31,030.34	31,961.24	32,920.08	33,907.68
D20	25,987.91	26,767.68	27,571.02	28,397.97	29,248.50	30,954.42	31,883.05	32,839.53	33,824.73	34,839.48
D21	26,704.34	27,505.23	28,328.42	29,178.96	30,055.56	31,808.56	32,762.81	33,745.71	34,758.06	35,800.82
D22	27,439.40	28,260.14	29,108.20	29,981.08	30,881.29	32,682.43	33,662.91	34,672.81	35,712.98	36,784.37
D23	28,190.61	29,038.67	29,909.06	30,805.55	31,729.34	33,579.95	34,587.35	35,624.97	36,693.72	37,794.53
D24	28,965.39	29,837.05	30,732.27	31,653.59	32,602.23	34,503.74	35,538.86	36,605.03	37,703.18	38,834.29
D25	29,763.78	30,657.76	31,577.85	32,523.99	33,498.70	35,452.52	36,516.09	37,611.57	38,739.93	39,902.11
D26	30,582.05	31,500.86	32,444.54	33,417.99	34,420.00	36,427.56	37,520.38	38,646.00	39,805.38	40,999.53
D27	31,425.13	32,365.05	33,337.28	34,338.06	35,367.40	37,430.21	38,553.10	39,709.69	40,901.00	42,128.02
D28	32,288.07	33,256.58	34,252.38	35,280.48	36,339.61	38,459.13	39,612.91	40,801.31	42,025.34	43,286.11
D29	33,175.86	34,170.43	35,197.28	36,250.20	37,339.15	39,516.95	40,702.46	41,923.53	43,181.23	44,476.67
D30	34,088.47	35,110.36	36,163.29	37,248.49	38,365.99	40,603.68	41,821.80	43,076.46	44,368.74	45,699.81
D31	35,024.68	36,076.38	37,157.86	38,274.12	39,421.41	41,720.67	42,972.28	44,261.46	45,589.30	46,956.98
D32	35,988.22	37,067.22	38,181.00	39,327.03	40,505.36	42,867.84	44,153.87	45,478.50	46,842.85	48,248.14
D33	36,979.07	38,087.87	39,227.69	40,408.53	41,617.90	44,045.25	45,366.63	46,727.63	48,129.42	49,573.32
D34	37,995.98	39,134.58	40,309.18	41,518.56	42,762.70	45,256.85	46,614.56	48,012.98	49,453.37	50,936.99
D35	39,041.47	40,211.11	41,417.99	42,659.64	43,939.78	46,502.58	47,897.65	49,334.57	50,814.62	52,339.05
D36	40,113.00	41,317.42	42,557.84	43,831.78	45,147.93	47,781.19	49,214.62	50,691.07	52,211.80	53,778.13
D37	41,215.60	42,451.05	43,727.47	45,037.43	46,389.59	49,095.27	50,568.12	52,085.18	53,647.74	55,257.15
D38	42,350.47	43,619.45	44,929.39	46,275.36	47,666.02	50,446.15	51,959.52	53,518.31	55,123.86	56,777.57
D39	43,515.16	44,821.37	46,167.32	47,549.28	48,974.73	51,831.18	53,386.13	54,987.70	56,637.33	58,336.43
D40	44,710.87	46,051.87	47,432.59	48,856.75	50,324.41	53,259.59	54,857.37	56,503.09	58,198.18	59,944.13

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT A (Continued)										
PHYSICIAN D SCHEDULE TABLE										
Effective October 1, 2027										
Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
D01	15,028.22	15,478.01	15,940.85	16,419.06	16,911.64	17,898.02	18,434.96	18,988.00	19,557.64	20,144.38
D02	16,746.56	17,245.88	17,763.47	18,296.72	18,846.89	19,946.13	20,544.50	21,160.84	21,795.68	22,449.56
D03	17,205.47	17,717.85	18,253.67	18,799.94	19,365.78	20,495.29	21,110.13	21,743.45	22,395.75	23,067.62
D04	17,680.05	18,208.05	18,756.93	19,318.83	19,896.39	21,056.86	21,688.56	22,339.22	23,009.39	23,699.68
D05	18,166.32	18,709.98	19,271.91	19,849.46	20,443.95	21,636.35	22,285.44	22,954.01	23,642.63	24,351.92
D06	18,664.35	19,224.96	19,802.51	20,395.73	21,008.49	22,233.81	22,900.82	23,587.83	24,295.47	25,024.34
D07	19,176.73	19,751.68	20,344.87	20,956.34	21,583.42	22,842.28	23,527.55	24,233.38	24,960.36	25,709.19
D08	19,703.44	20,295.35	20,904.20	21,531.28	22,176.65	23,470.09	24,174.20	24,899.44	25,646.42	26,415.81
D09	20,247.11	20,853.34	21,479.14	22,123.19	22,785.47	24,114.44	24,837.87	25,583.00	26,350.50	27,141.00
D10	20,803.79	21,426.99	22,069.72	22,732.03	23,413.88	24,779.50	25,522.88	26,288.58	27,077.23	27,889.54
D11	21,374.84	22,017.56	22,677.27	23,356.52	24,059.26	25,462.50	26,226.39	27,013.16	27,823.56	28,658.27
D12	21,964.12	22,623.81	23,301.77	24,000.57	24,721.54	26,163.44	26,948.33	27,756.78	28,589.47	29,447.17
D13	22,565.15	23,245.70	23,940.60	24,660.26	25,399.47	26,880.89	27,687.32	28,517.94	29,373.47	30,254.67
D14	23,187.02	23,881.91	24,600.29	25,336.92	26,098.29	27,620.46	28,449.09	29,302.56	30,181.65	31,087.09
D15	23,825.88	24,540.32	25,276.92	26,037.02	26,814.05	28,377.97	29,229.32	30,106.20	31,009.38	31,939.68
D16	24,480.33	25,215.67	25,971.82	26,747.55	27,550.66	29,157.56	30,032.29	30,933.26	31,861.26	32,817.10
D17	25,154.38	25,909.23	26,687.60	27,486.77	28,312.04	29,963.34	30,862.25	31,788.11	32,741.76	33,724.03
D18	25,845.35	26,622.39	27,418.98	28,241.64	29,090.37	30,787.06	31,710.68	32,661.99	33,641.84	34,651.11
D19	26,557.22	27,351.19	28,172.54	29,018.68	29,889.55	31,632.87	32,581.86	33,559.30	34,566.08	35,603.06
D20	27,287.31	28,106.06	28,949.57	29,817.87	30,710.93	32,502.14	33,477.20	34,481.51	35,515.97	36,581.45
D21	28,039.56	28,880.49	29,744.84	30,637.91	31,558.34	33,398.99	34,400.95	35,433.00	36,495.96	37,590.86
D22	28,811.37	29,673.15	30,563.61	31,480.13	32,425.35	34,316.55	35,346.06	36,406.45	37,498.63	38,623.59
D23	29,600.14	30,490.60	31,404.51	32,345.83	33,315.81	35,258.95	36,316.72	37,406.22	38,528.41	39,684.26
D24	30,413.66	31,328.90	32,268.88	33,236.27	34,232.34	36,228.93	37,315.80	38,435.28	39,588.34	40,776.00
D25	31,251.97	32,190.65	33,156.74	34,150.19	35,173.64	37,225.15	38,341.89	39,492.15	40,676.93	41,897.22
D26	32,111.15	33,075.90	34,066.77	35,088.89	36,141.00	38,248.94	39,396.40	40,578.30	41,795.65	43,049.51
D27	32,996.39	33,983.30	35,004.14	36,054.96	37,135.77	39,301.72	40,480.76	41,695.17	42,946.05	44,234.42
D28	33,902.47	34,919.41	35,965.00	37,044.50	38,156.59	40,382.09	41,593.56	42,841.38	44,126.61	45,450.42
D29	34,834.65	35,878.95	36,957.14	38,062.71	39,206.11	41,492.80	42,737.58	44,019.71	45,340.29	46,700.50
D30	35,792.89	36,865.88	37,971.45	39,110.91	40,284.29	42,633.86	43,912.89	45,230.28	46,587.18	47,984.80
D31	36,775.91	37,880.20	39,015.75	40,187.83	41,392.48	43,806.70	45,120.89	46,474.53	47,868.77	49,304.83
D32	37,787.63	38,920.58	40,090.05	41,293.38	42,530.63	45,011.23	46,361.56	47,752.43	49,184.99	50,660.55
D33	38,828.02	39,992.26	41,189.07	42,428.96	43,698.80	46,247.51	47,634.96	49,064.01	50,535.89	52,051.99
D34	39,895.78	41,091.31	42,324.64	43,594.49	44,900.84	47,519.69	48,945.29	50,413.63	51,926.04	53,483.84
D35	40,993.54	42,221.67	43,488.89	44,792.62	46,136.77	48,827.71	50,292.53	51,801.30	53,355.35	54,956.00
D36	42,118.65	43,383.29	44,685.73	46,023.37	47,405.33	50,170.25	51,675.35	53,225.62	54,822.39	56,467.04
D37	43,276.38	44,573.60	45,913.84	47,289.30	48,709.07	51,550.03	53,096.53	54,689.44	56,330.13	58,020.01
D38	44,467.99	45,800.42	47,175.86	48,589.13	50,049.32	52,968.46	54,557.50	56,194.23	57,880.05	59,616.45
D39	45,690.92	47,062.44	48,475.69	49,926.74	51,423.47	54,422.74	56,055.44	57,737.09	59,469.20	61,253.25
D40	46,946.41	48,354.46	49,804.22	51,299.59	52,840.63	55,922.57	57,600.24	59,328.24	61,108.09	62,941.34

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT B
PHYSICIAN P SCHEDULE TABLE
See Section 6.08.200 B

Monthly Rates
Effective October 1, 2026

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	10,647.21	10,939.01	11,240.74	11,548.66	11,867.77	12,194.32	12,528.32	12,873.50	13,228.62	13,591.18	13,967.41	14,349.83	N/A
2	11,867.77	12,194.32	12,528.32	12,872.28	13,228.62	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,885.54
3	12,194.32	12,528.32	12,872.28	13,228.62	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	17,350.92
4	12,528.32	12,872.28	13,228.62	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,826.76
5	12,872.28	13,228.62	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	18,315.74
6	13,228.62	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,820.42
7	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	19,338.22
8	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,869.14
9	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	20,414.47
10	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,978.15
11	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	21,553.62
12	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	22,147.46
13	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,757.02
14	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	23,383.62
15	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	24,025.97
16	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	23,382.91	24,686.63
17	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	23,382.91	24,026.09	25,365.69
18	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	23,382.91	24,026.09	24,686.63	26,063.08
19	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	23,382.91	24,026.09	24,686.63	25,367.08	26,781.47
20	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	23,382.91	24,026.09	24,686.63	25,367.08	26,066.13	27,519.48

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT B (Continued)
PHYSICIAN P SCHEDULE TABLE
See Section 6.08.200 B

Monthly Rates
Effective October 1, 2027

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	11,179.57	11,485.96	11,802.78	12,126.09	12,461.16	12,804.04	13,154.74	13,517.18	13,890.05	14,270.74	14,665.78	15,067.32	N/A
2	12,461.16	12,804.04	13,154.74	13,515.89	13,890.05	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,729.82
3	12,804.04	13,154.74	13,515.89	13,890.05	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	18,218.47
4	13,154.74	13,515.89	13,890.05	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,718.10
5	13,515.89	13,890.05	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	19,231.53
6	13,890.05	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,761.44
7	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	20,305.13
8	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,862.60
9	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	21,435.19
10	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	22,027.06
11	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,631.30
12	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	23,254.83
13	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,894.87
14	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	24,552.80
15	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	25,227.27
16	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	24,552.06	25,920.96
17	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	24,552.06	25,227.39	26,633.97
18	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	24,552.06	25,227.39	25,920.96	27,366.23
19	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	24,552.06	25,227.39	25,920.96	26,635.43	28,120.54
20	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	24,552.06	25,227.39	25,920.96	26,635.43	27,369.44	28,895.45

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT C										
PHYSICIAN H SCHEDULE TABLE										
Effective October 1, 2026										
Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
H01	19,322.00	19,900.30	20,495.38	21,110.22	21,743.53	23,011.74	23,702.09	24,413.14	25,145.53	25,899.91
H02	21,531.29	22,173.28	22,838.75	23,524.36	24,231.72	25,645.02	26,414.36	27,206.79	28,023.02	28,863.72
H03	22,121.32	22,780.09	23,469.01	24,171.35	24,898.86	26,351.08	27,141.60	27,955.87	28,794.54	29,658.37
H04	22,731.49	23,410.35	24,116.05	24,838.50	25,581.07	27,073.10	27,885.29	28,721.86	29,583.50	30,471.01
H05	23,356.70	24,055.69	24,778.17	25,520.74	26,285.08	27,818.17	28,652.71	29,512.30	30,397.67	31,309.61
H06	23,997.02	24,717.81	25,460.37	26,223.08	27,010.92	28,586.33	29,443.91	30,327.21	31,237.03	32,174.15
H07	24,655.79	25,395.01	26,157.69	26,943.87	27,750.11	29,368.64	30,249.71	31,157.20	32,091.89	33,054.67
H08	25,332.99	26,094.02	26,876.83	27,683.07	28,512.84	30,175.83	31,081.12	32,013.56	32,973.97	33,963.18
H09	26,032.00	26,811.43	27,616.03	28,444.10	29,295.61	31,004.28	31,934.40	32,892.43	33,879.21	34,895.57
H10	26,747.73	27,548.99	28,375.35	29,226.89	30,103.56	31,859.35	32,815.13	33,799.60	34,813.58	35,857.98
H11	27,481.94	28,308.29	29,156.49	30,029.81	30,933.33	32,737.50	33,719.64	34,731.21	35,773.15	36,846.35
H12	28,239.58	29,087.76	29,959.42	30,857.88	31,784.83	33,638.71	34,647.86	35,687.29	36,757.89	37,860.64
H13	29,012.34	29,887.33	30,780.77	31,706.05	32,656.46	34,561.15	35,597.99	36,665.92	37,765.89	38,898.86
H14	29,811.89	30,705.32	31,628.95	32,576.04	33,554.94	35,512.02	36,577.40	37,674.72	38,804.98	39,969.11
H15	30,633.27	31,551.84	32,498.90	33,476.17	34,475.21	36,485.96	37,580.56	38,707.97	39,869.20	41,065.30
H16	31,474.71	32,420.14	33,392.34	34,389.71	35,422.27	37,488.29	38,612.94	39,771.34	40,964.48	42,193.41
H17	32,341.34	33,311.87	34,312.63	35,340.14	36,401.20	38,524.29	39,680.04	40,870.43	42,096.55	43,359.46
H18	33,229.74	34,228.79	35,252.97	36,310.68	37,401.90	39,583.36	40,770.88	41,993.99	43,253.80	44,551.43
H19	34,145.00	35,165.81	36,221.84	37,309.73	38,429.42	40,670.83	41,890.96	43,147.67	44,442.11	45,775.37
H20	35,083.68	36,136.37	37,220.88	38,337.26	39,485.48	41,788.47	43,042.12	44,333.37	45,663.39	47,033.30
H21	36,050.86	37,132.06	38,243.37	39,391.60	40,575.01	42,941.56	44,229.79	45,556.71	46,923.38	48,331.11
H22	37,043.19	38,151.19	39,296.07	40,474.46	41,689.74	44,121.28	45,444.93	46,808.29	48,212.52	49,658.90
H23	38,057.32	39,202.20	40,377.23	41,587.49	42,834.61	45,332.93	46,692.92	48,093.71	49,536.52	51,022.62
H24	39,103.28	40,280.02	41,488.56	42,732.35	44,013.01	46,580.05	47,977.46	49,416.79	50,899.29	52,426.29
H25	40,181.10	41,387.98	42,630.10	43,907.39	45,223.25	47,860.90	49,296.72	50,775.62	52,298.91	53,867.85
H26	41,285.77	42,526.16	43,800.13	45,114.29	46,467.00	49,177.21	50,652.51	52,172.10	53,737.26	55,349.37
H27	42,423.93	43,692.82	45,005.33	46,356.38	47,745.99	50,530.78	52,046.69	53,608.08	55,216.35	56,872.83
H28	43,588.89	44,896.38	46,240.71	47,628.65	49,058.47	51,919.83	53,477.43	55,081.77	56,734.21	58,436.25
H29	44,787.41	46,130.08	47,516.33	48,937.77	50,407.85	53,347.88	54,948.32	56,596.77	58,294.66	60,043.50
H30	46,019.43	47,398.99	48,820.44	50,285.46	51,794.09	54,814.97	56,459.43	58,153.22	59,897.80	61,694.74
H31	47,283.32	48,703.11	50,163.11	51,670.06	53,218.90	56,322.90	58,012.58	59,752.97	61,545.56	63,391.92
H32	48,584.10	50,040.75	51,544.35	53,091.49	54,682.24	57,871.58	59,607.72	61,395.98	63,237.85	65,134.99
H33	49,921.74	51,418.62	52,957.38	54,551.52	56,184.17	59,461.09	61,244.95	63,082.30	64,974.72	66,923.98
H34	51,294.57	52,831.68	54,417.39	56,050.06	57,729.65	61,096.75	62,929.66	64,817.52	66,762.05	68,764.94
H35	52,705.98	54,285.00	55,914.29	57,590.51	59,318.70	62,778.48	64,661.83	66,601.67	68,599.74	70,657.72
H36	54,152.55	55,778.52	57,453.08	59,172.90	60,949.71	64,504.61	66,439.74	68,432.94	70,485.93	72,600.48
H37	55,641.06	57,308.92	59,032.08	60,800.53	62,625.95	66,278.61	68,266.96	70,314.99	72,424.45	74,597.15
H38	57,173.13	58,886.26	60,654.68	62,471.74	64,349.13	68,102.30	70,145.35	72,249.72	74,417.21	76,649.72
H39	58,745.47	60,508.85	62,325.88	64,191.53	66,115.89	69,972.09	72,071.28	74,233.40	76,460.40	78,754.18
H40	60,359.67	62,170.02	64,034.00	65,956.61	67,937.95	71,900.45	74,057.45	76,279.17	78,567.54	80,924.58

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT C (Continued)										
PHYSICIAN H SCHEDULE TABLE										
Effective October 1, 2027										
Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
H01	20,288.10	20,895.31	21,520.15	22,165.73	22,830.71	24,162.33	24,887.20	25,633.80	26,402.81	27,194.91
H02	22,607.86	23,281.94	23,980.68	24,700.57	25,443.30	26,927.28	27,735.08	28,567.13	29,424.17	30,306.91
H03	23,227.38	23,919.10	24,642.45	25,379.92	26,143.80	27,668.64	28,498.68	29,353.66	30,234.26	31,141.29
H04	23,868.07	24,580.87	25,321.86	26,080.42	26,860.13	28,426.76	29,279.56	30,157.95	31,062.68	31,994.57
H05	24,524.53	25,258.47	26,017.08	26,796.77	27,599.33	29,209.07	30,085.34	30,987.91	31,917.55	32,875.09
H06	25,196.87	25,953.70	26,733.39	27,534.24	28,361.46	30,015.64	30,916.11	31,843.57	32,798.88	33,782.86
H07	25,888.59	26,664.77	27,465.57	28,291.06	29,137.62	30,837.08	31,762.19	32,715.06	33,696.49	34,707.41
H08	26,599.64	27,398.72	28,220.67	29,067.23	29,938.48	31,684.62	32,635.17	33,614.24	34,622.67	35,661.34
H09	27,333.60	28,152.01	28,996.84	29,866.31	30,760.38	32,554.49	33,531.12	34,537.05	35,573.18	36,640.35
H10	28,085.12	28,926.44	29,794.12	30,688.24	31,608.74	33,452.33	34,455.89	35,489.58	36,554.26	37,650.88
H11	28,856.03	29,723.71	30,614.31	31,531.30	32,480.00	34,374.38	35,405.63	36,467.77	37,561.81	38,688.66
H12	29,651.56	30,542.14	31,457.39	32,400.77	33,374.08	35,320.64	36,380.25	37,471.65	38,595.78	39,753.68
H13	30,462.95	31,381.70	32,319.81	33,291.35	34,289.28	36,289.20	37,377.88	38,499.22	39,654.18	40,843.80
H14	31,302.48	32,240.58	33,210.39	34,204.84	35,232.69	37,287.62	38,406.27	39,558.46	40,745.23	41,967.57
H15	32,164.94	33,129.43	34,123.84	35,149.98	36,198.97	38,310.26	39,459.58	40,643.37	41,862.66	43,118.57
H16	33,048.45	34,041.15	35,061.96	36,109.19	37,193.39	39,362.71	40,543.59	41,759.90	43,012.70	44,303.09
H17	33,958.41	34,977.46	36,028.26	37,107.14	38,221.25	40,450.51	41,664.04	42,913.95	44,201.38	45,527.44
H18	34,891.22	35,940.23	37,015.62	38,126.21	39,272.00	41,562.53	42,809.42	44,093.69	45,416.48	46,779.00
H19	35,852.25	36,924.11	38,032.93	39,175.22	40,350.89	42,704.37	43,985.51	45,305.06	46,664.21	48,064.13
H20	36,837.87	37,943.18	39,081.92	40,254.12	41,459.76	43,877.89	45,194.22	46,550.04	47,946.56	49,384.96
H21	37,853.41	38,988.66	40,155.53	41,361.18	42,603.76	45,088.64	46,441.28	47,834.55	49,269.55	50,747.66
H22	38,895.35	40,058.75	41,260.87	42,498.18	43,774.22	46,327.34	47,717.18	49,148.71	50,623.15	52,141.85
H23	39,960.19	41,162.31	42,396.09	43,666.87	44,976.34	47,599.58	49,027.57	50,498.40	52,013.35	53,573.75
H24	41,058.44	42,294.02	43,562.99	44,868.96	46,213.66	48,909.06	50,376.33	51,887.63	53,444.26	55,047.60
H25	42,190.16	43,457.38	44,761.60	46,102.76	47,484.41	50,253.95	51,761.55	53,314.40	54,913.86	56,561.25
H26	43,350.05	44,652.47	45,990.14	47,370.00	48,790.35	51,636.07	53,185.14	54,780.71	56,424.13	58,116.84
H27	44,545.13	45,877.46	47,255.59	48,674.20	50,133.29	53,057.32	54,649.03	56,288.48	57,977.17	59,716.47
H28	45,768.33	47,141.20	48,552.75	50,010.08	51,511.40	54,515.82	56,151.31	57,835.86	59,570.92	61,358.07
H29	47,026.78	48,436.58	49,892.14	51,384.66	52,928.25	56,015.28	57,695.73	59,426.61	61,209.39	63,045.68
H30	48,320.40	49,768.94	51,261.46	52,799.73	54,383.79	57,555.71	59,282.40	61,060.88	62,892.69	64,779.48
H31	49,647.48	51,138.27	52,671.26	54,253.57	55,879.85	59,139.05	60,913.20	62,740.62	64,622.84	66,561.52
H32	51,013.30	52,542.78	54,121.57	55,746.06	57,416.35	60,765.16	62,588.11	64,465.78	66,399.74	68,391.74
H33	52,417.83	53,989.55	55,605.24	57,279.10	58,993.38	62,434.14	64,307.20	66,236.41	68,223.45	70,270.19
H34	53,859.30	55,473.27	57,138.26	58,852.56	60,616.13	64,151.58	66,076.14	68,058.40	70,100.15	72,203.18
H35	55,341.28	56,999.25	58,710.00	60,470.04	62,284.64	65,917.41	67,894.92	69,931.76	72,029.72	74,190.60
H36	56,860.18	58,567.44	60,325.74	62,131.55	63,997.20	67,729.84	69,761.72	71,854.59	74,010.23	76,230.50
H37	58,423.11	60,174.36	61,983.68	63,840.56	65,757.24	69,592.54	71,680.32	73,830.74	76,045.68	78,327.01
H38	60,031.79	61,830.57	63,687.41	65,595.33	67,566.58	71,507.42	73,652.63	75,862.21	78,138.07	80,482.21
H39	61,682.74	63,534.29	65,442.18	67,401.10	69,421.68	73,470.70	75,674.84	77,945.07	80,283.42	82,691.89
H40	63,377.65	65,278.52	67,235.70	69,254.45	71,334.85	75,495.47	77,760.32	80,093.12	82,495.92	84,970.81

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE MENTAL HEALTH PSYCHIATRISTS/
DENTAL PROFESSIONALS UNIT

THIS AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING, made and entered into this 29th day of September 2026,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to
as "County"),

AND

Union of American Physicians & Dentists
(hereinafter referred to as "UAPD").

WHEREAS, on the 25th day of June 2024, the County Board of Supervisors approved a Memorandum of Understanding between the County and UAPD (hereinafter referred to as the "parties") regarding the Mental Health Psychiatrists/Dental Professionals Employee Representation Unit for a five year term beginning October 1, 2022, and ending September 30, 2027; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the Memorandum of Understanding Article 7 as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Delete Article 7 - Salaries in its entirety and replace it with the following:

Ratification Payment

- \$5,000 effective upon notification of positive ratification of contract
- \$2,000 ratification payment effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payment or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

Fiscal Integrity:

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.
- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.
- This provision shall sunset on September 30, 2027.

Preventive Measures:

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- Cancelling non-essential contract under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

Joint Labor Management Financial Committee (JLMFC) – CCU Member Unions:

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided on and prior to each quarterly meeting.

The parties agree that the materials, discussion, and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union), the CCU Chairperson, CCU staff, and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the Memorandum of Understanding on September 30, 2027.

Section 1. Recommended Salary Adjustments

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

approximately 2.0 percent (8 levels) effective October 1, 2026

approximately 5.0 percent (20 levels) effective October 1, 2027

Mental Health Psychiatrist:

Effective January 1, 2025, the compensation for Mental Health Psychiatrist (Item No.4735) shall be as provided for in the Physicians Pay Plan when the Board adopts and implements the salaries applicable to employees in the Unit on the dates and in the manner indicated.

The salaries shall be based on range D15 as provided for in Attachment A of this Memorandum of Understanding.

A. Salary upon initial appointment

Original appointment shall be at the rate designated as the first step, except in the case of transfer, demotion, promotion, or special step placement. This will establish a step anniversary date pursuant to Section 6.08.270 of the County Code.

B. Step Advancement under Schedule D

Mental Health Psychiatrists eligible to receive step advances will be advanced one (1) step within the applicable range upon completion of one (1) year of service, and upon certification by the department head (or their designate) that the physician has met performance standards as agreed upon by the County and the Union. Step advancement will continue until the employee has reached the top of the range.

C. Revision to Schedule D

Effective January 1, 2019, the Physician Pay Plan will be condensed, current steps one (1) through ten (10) will be removed, making current steps 11 through 20, the new steps one (1) through ten (10).

Under the condensed Physician Pay Plan, incumbent Mental Health Psychiatrist will be placed on the closest step of the appropriate Grid Level (D14) that does not constitute a decrease in pay.

D. California Advancing and Innovating Medi-Cal (CalAIM) Payment Reform

To enhance DMH's potential for revenue under the CalAIM Payment Reform; the parties agree that Mental Health Psychiatrists (Item No. 4735) in clinical staff assignments will adhere to industry standards requiring that 60% of their work hours be spent on direct patient services.

The parties further agree that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4751	DENTAL HYGIENIST	CURRENT	NMUO	98D	6017.73	8796.45
		10/01/2026	NMUO	99A	6137.00	8971.00
		10/01/2027	NMUO	100K	6447.55	9425.00
4767	DENTAL SPECIALIST-GENERAL	CURRENT	N42	D04		
		10/01/2026	N42	D04		
		10/01/2027	N42	D04		
4767	DENTAL SPECIALIST-MAXILLOFACIAL	CURRENT	N42	D28		
		10/01/2026	N42	D28		
		10/01/2027	N42	D28		
4763	DENTIST	CURRENT	N42	D02		
		10/01/2026	N42	D02		
		10/01/2027	N42	D02		
4735	MENTAL HEALTH PSYCHIATRIST	CURRENT	N42	D15		
		10/01/2026	N42	D15		
		10/01/2027	N42	D15		
4736	RELIEF MENTAL HEALTH PSYCHIATRIST	CURRENT		FH		291.09
		10/01/2026		FH		296.91
		10/01/2027		FH		311.76
4764	RELIEF DENTIST	CURRENT	N44			
		10/01/2026	N44			
		10/01/2027	N44			
4766	SENIOR DENTIST	CURRENT	N42	D04		
		10/01/2026	N42	D04		
		10/01/2027	N42	D04		

4772 VISITING DENTIST	CURRENT	FS	333.26
	10/01/2026	FS	339.93
	10/01/2027	FS	356.93
4773 VISITING DENTIST	CURRENT	FD	666.35
	10/01/2026	FD	679.68
	10/01/2027	FD	713.66

Dental Professionals

- a. Effective January 1, 2025, the compensation for Dentist (Item No. 4763), Senior Dentist (Item No. 4766), and Dental Specialist (Item No. 4767) shall be as provided for in the Physician Pay Plan when the Board adopts and implements the salaries applicable to employees in the Unit on the dates and in the matter indicated. The identified Dental Professionals will be compensated as follows:
 - i. Dentist salaries shall be based on range D02 as provided for in Attachment A of this Memorandum of Understanding.
 - ii. Senior Dentist (Item No. 4766) salaries shall be based on range D04 as provided for in Attachment A of this Memorandum of Understanding.
 - iii. Dental Specialist – Oral Maxillofacial Surgery (Item No. 4767) salaries shall be based on D28 as provided for in Attachment A of this Memorandum of Understanding.
 - iv. All other Dental Specialist – General (Item No. 4767) (Dental Public Health, Endodontics, Oral Pathology, Pedodontics, Periodontics, Prosthodontics, and Orthodontics) salaries shall be based on D04 of this Memorandum of Understanding.

b. Schedule D Adjustment – Salary Transition

Effective January 1, 2025, incumbent Dental Professionals who were employed by the County effective January 1, 2023, and earlier, shall be placed on the nearest step of the identified D schedule that does not result in a reduction in base salary. “Base Salary” is defined as grid salary exclusive of any bonuses.

c. Step Advancement under Schedule D

Dental professionals eligible to receive step advances will be advanced one (1) step within the applicable range upon completion of one (1) year of service, and upon certification by the department head (or their designate) that the physician has met performance standards as agreed upon by the County and the Union. Step advancement will continue until the employee has reached the top of the range.

Dental Hygienist

- a. Full-time permanent Dental Hygienist (Item No. 4751) in this Unit who are below the top step of their respective salary ranges and who are eligible for 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 (1) month prior to the employee’s step advance anniversary date and within a period which does not exceed one (1) 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 their department head in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

- c. Effective January 1, 2025, Dental Hygienist shall receive three (3) additional half steps (approximately 2.75%). For an employee to be eligible for each half step, they must have been on the top step for a year and received a competent or better on their most recent performance evaluation.

Grievances arising out of this Section shall be processed as follows:

- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and

the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their 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 their designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration.

The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 2. Salaries

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

Section 3. DMH D-Schedule Review

DMH and UAPD in a spirit of collaboration, agree that a recruitment and retention data review should be undertaken no sooner than two (2) years after the Board adopts this current [2022-2027] MOU. This review, a joint effort, shall be conducted by a committee comprising of DMH and UAPD representatives, as well as representatives from CEO Employee Relations.

After the review, the committee, if supported by data, shall report its preliminary findings to the CEO Employee Relations division. This division, in its commitment to fairness, will then authorize the negotiation over Mental Health Psychiatrist D-schedule adjustments. Further, a CEO Employee Relations representative will actively participate in discussions with the parties to ensure a balanced and equitable outcome determining if any D-schedule adjustment should occur before the next regular negotiation cycle or prior to the contract end term date.

2. The parties further agree to amend the compensation tables referenced in Attachments A, B, C, and D of the Memorandum of Understanding to reflect the salary adjustments contained in this Amendment No. 1, as follows:
 - i. Physician D Schedule Table for 2026 -2027 (Attachment A);
 - ii. Physician P Schedule Table for 2026-2027 (Attachment B);
 - iii. Physician H Schedule Table for 2026-2027 (Attachment C); and
 - iv. Physician J Schedules Table for 2026 – 2027 (Attachment D)

3. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided for in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

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.

UNION OF AMERICAN
PHYSICIANS AND DENTISTS

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By



CHRISTOPHER IGE
Regional Administrator

By

Joseph M.
Nicchitta

Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:49:13
-07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

ATTACHMENT A										
PHYSICIAN D SCHEDULE TABLE										
Effective October 1, 2026										
Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
D01	14,312.59	14,740.96	15,181.76	15,637.20	16,106.32	17,045.73	17,557.10	18,083.81	18,626.32	19,185.12
D02	15,949.10	16,424.65	16,917.59	17,425.45	17,949.42	18,996.31	19,566.19	20,153.18	20,757.79	21,380.53
D03	16,386.16	16,874.14	17,384.45	17,904.70	18,443.60	19,519.32	20,104.89	20,708.05	21,329.29	21,969.16
D04	16,838.14	17,341.00	17,863.74	18,398.89	18,948.94	20,054.15	20,655.77	21,275.45	21,913.70	22,571.12
D05	17,301.26	17,819.03	18,354.20	18,904.25	19,470.43	20,606.05	21,224.23	21,860.96	22,516.79	23,192.30
D06	17,775.57	18,309.49	18,859.53	19,424.50	20,008.09	21,175.06	21,810.30	22,464.60	23,138.54	23,832.70
D07	18,263.55	18,811.12	19,376.07	19,958.42	20,555.64	21,754.55	22,407.19	23,079.41	23,771.77	24,484.94
D08	18,765.18	19,328.90	19,908.76	20,505.98	21,120.62	22,352.47	23,023.05	23,713.75	24,425.16	25,157.91
D09	19,282.96	19,860.32	20,456.32	21,069.70	21,700.45	22,966.13	23,655.11	24,364.76	25,095.71	25,848.57
D10	19,813.13	20,406.66	21,018.78	21,649.55	22,298.93	23,599.52	24,307.50	25,036.74	25,787.84	26,561.47
D11	20,356.99	20,969.10	21,597.40	22,244.30	22,913.58	24,250.00	24,977.51	25,726.82	26,498.63	27,293.59
D12	20,918.21	21,546.49	22,192.16	22,857.69	23,544.32	24,917.56	25,665.08	26,435.03	27,228.07	28,044.92
D13	21,490.62	22,138.76	22,800.57	23,485.96	24,189.97	25,600.85	26,368.88	27,159.94	27,974.73	28,813.97
D14	22,082.88	22,744.68	23,428.85	24,130.40	24,855.51	26,305.20	27,094.37	27,907.20	28,744.43	29,606.75
D15	22,691.31	23,371.73	24,073.26	24,797.16	25,537.19	27,026.64	27,837.45	28,672.57	29,532.74	30,418.74
D16	23,314.60	24,014.92	24,735.07	25,473.86	26,238.72	27,769.10	28,602.18	29,460.25	30,344.06	31,254.38
D17	23,956.55	24,675.46	25,416.76	26,177.88	26,963.85	28,536.51	29,392.62	30,274.39	31,182.63	32,118.12
D18	24,614.62	25,354.66	26,113.31	26,896.80	27,705.11	29,321.01	30,200.65	31,106.66	32,039.85	33,001.06
D19	25,292.59	26,048.75	26,830.99	27,636.84	28,466.24	30,126.54	31,030.34	31,961.24	32,920.08	33,907.68
D20	25,987.91	26,767.68	27,571.02	28,397.97	29,248.50	30,954.42	31,883.05	32,839.53	33,824.73	34,839.48
D21	26,704.34	27,505.23	28,328.42	29,178.96	30,055.56	31,808.56	32,762.81	33,745.71	34,758.06	35,800.82
D22	27,439.40	28,260.14	29,108.20	29,981.08	30,881.29	32,682.43	33,662.91	34,672.81	35,712.98	36,784.37
D23	28,190.61	29,038.67	29,909.06	30,805.55	31,729.34	33,579.95	34,587.35	35,624.97	36,693.72	37,794.53
D24	28,965.39	29,837.05	30,732.27	31,653.59	32,602.23	34,503.74	35,538.86	36,605.03	37,703.18	38,834.29
D25	29,763.78	30,657.76	31,577.85	32,523.99	33,498.70	35,452.52	36,516.09	37,611.57	38,739.93	39,902.11
D26	30,582.05	31,500.86	32,444.54	33,417.99	34,420.00	36,427.56	37,520.38	38,646.00	39,805.38	40,999.53
D27	31,425.13	32,365.05	33,337.28	34,338.06	35,367.40	37,430.21	38,553.10	39,709.69	40,901.00	42,128.02
D28	32,288.07	33,256.58	34,252.38	35,280.48	36,339.61	38,459.13	39,612.91	40,801.31	42,025.34	43,286.11
D29	33,175.86	34,170.43	35,197.28	36,250.20	37,339.15	39,516.95	40,702.46	41,923.53	43,181.23	44,476.67
D30	34,088.47	35,110.36	36,163.29	37,248.49	38,365.99	40,603.68	41,821.80	43,076.46	44,368.74	45,699.81
D31	35,024.68	36,076.38	37,157.86	38,274.12	39,421.41	41,720.67	42,972.28	44,261.46	45,589.30	46,956.98
D32	35,988.22	37,067.22	38,181.00	39,327.03	40,505.36	42,867.84	44,153.87	45,478.50	46,842.85	48,248.14
D33	36,979.07	38,087.87	39,227.69	40,408.53	41,617.90	44,045.25	45,366.63	46,727.63	48,129.42	49,573.32
D34	37,995.98	39,134.58	40,309.18	41,518.56	42,762.70	45,256.85	46,614.56	48,012.98	49,453.37	50,936.99
D35	39,041.47	40,211.11	41,417.99	42,659.64	43,939.78	46,502.58	47,897.65	49,334.57	50,814.62	52,339.05
D36	40,113.00	41,317.42	42,557.84	43,831.78	45,147.93	47,781.19	49,214.62	50,691.07	52,211.80	53,778.13
D37	41,215.60	42,451.05	43,727.47	45,037.43	46,389.59	49,095.27	50,568.12	52,085.18	53,647.74	55,257.15
D38	42,350.47	43,619.45	44,929.39	46,275.36	47,666.02	50,446.15	51,959.52	53,518.31	55,123.86	56,777.57
D39	43,515.16	44,821.37	46,167.32	47,549.28	48,974.73	51,831.18	53,386.13	54,987.70	56,637.33	58,336.43
D40	44,710.87	46,051.87	47,432.59	48,856.75	50,324.41	53,259.59	54,857.37	56,503.09	58,198.18	59,944.13

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT A (Continued)										
PHYSICIAN D SCHEDULE TABLE										
Effective October 1, 2027										
Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
D01	15,028.22	15,478.01	15,940.85	16,419.06	16,911.64	17,898.02	18,434.96	18,988.00	19,557.64	20,144.38
D02	16,746.56	17,245.88	17,763.47	18,296.72	18,846.89	19,946.13	20,544.50	21,160.84	21,795.68	22,449.56
D03	17,205.47	17,717.85	18,253.67	18,799.94	19,365.78	20,495.29	21,110.13	21,743.45	22,395.75	23,067.62
D04	17,680.05	18,208.05	18,756.93	19,318.83	19,896.39	21,056.86	21,688.56	22,339.22	23,009.39	23,699.68
D05	18,166.32	18,709.98	19,271.91	19,849.46	20,443.95	21,636.35	22,285.44	22,954.01	23,642.63	24,351.92
D06	18,664.35	19,224.96	19,802.51	20,395.73	21,008.49	22,233.81	22,900.82	23,587.83	24,295.47	25,024.34
D07	19,176.73	19,751.68	20,344.87	20,956.34	21,583.42	22,842.28	23,527.55	24,233.38	24,960.36	25,709.19
D08	19,703.44	20,295.35	20,904.20	21,531.28	22,176.65	23,470.09	24,174.20	24,899.44	25,646.42	26,415.81
D09	20,247.11	20,853.34	21,479.14	22,123.19	22,785.47	24,114.44	24,837.87	25,583.00	26,350.50	27,141.00
D10	20,803.79	21,426.99	22,069.72	22,732.03	23,413.88	24,779.50	25,522.88	26,288.58	27,077.23	27,889.54
D11	21,374.84	22,017.56	22,677.27	23,356.52	24,059.26	25,462.50	26,226.39	27,013.16	27,823.56	28,658.27
D12	21,964.12	22,623.81	23,301.77	24,000.57	24,721.54	26,163.44	26,948.33	27,756.78	28,589.47	29,447.17
D13	22,565.15	23,245.70	23,940.60	24,660.26	25,399.47	26,880.89	27,687.32	28,517.94	29,373.47	30,254.67
D14	23,187.02	23,881.91	24,600.29	25,336.92	26,098.29	27,620.46	28,449.09	29,302.56	30,181.65	31,087.09
D15	23,825.88	24,540.32	25,276.92	26,037.02	26,814.05	28,377.97	29,229.32	30,106.20	31,009.38	31,939.68
D16	24,480.33	25,215.67	25,971.82	26,747.55	27,550.66	29,157.56	30,032.29	30,933.26	31,861.26	32,817.10
D17	25,154.38	25,909.23	26,687.60	27,486.77	28,312.04	29,963.34	30,862.25	31,788.11	32,741.76	33,724.03
D18	25,845.35	26,622.39	27,418.98	28,241.64	29,090.37	30,787.06	31,710.68	32,661.99	33,641.84	34,651.11
D19	26,557.22	27,351.19	28,172.54	29,018.68	29,889.55	31,632.87	32,581.86	33,559.30	34,566.08	35,603.06
D20	27,287.31	28,106.06	28,949.57	29,817.87	30,710.93	32,502.14	33,477.20	34,481.51	35,515.97	36,581.45
D21	28,039.56	28,880.49	29,744.84	30,637.91	31,558.34	33,398.99	34,400.95	35,433.00	36,495.96	37,590.86
D22	28,811.37	29,673.15	30,563.61	31,480.13	32,425.35	34,316.55	35,346.06	36,406.45	37,498.63	38,623.59
D23	29,600.14	30,490.60	31,404.51	32,345.83	33,315.81	35,258.95	36,316.72	37,406.22	38,528.41	39,684.26
D24	30,413.66	31,328.90	32,268.88	33,236.27	34,232.34	36,228.93	37,315.80	38,435.28	39,588.34	40,776.00
D25	31,251.97	32,190.65	33,156.74	34,150.19	35,173.64	37,225.15	38,341.89	39,492.15	40,676.93	41,897.22
D26	32,111.15	33,075.90	34,066.77	35,088.89	36,141.00	38,248.94	39,396.40	40,578.30	41,795.65	43,049.51
D27	32,996.39	33,983.30	35,004.14	36,054.96	37,135.77	39,301.72	40,480.76	41,695.17	42,946.05	44,234.42
D28	33,902.47	34,919.41	35,965.00	37,044.50	38,156.59	40,382.09	41,593.56	42,841.38	44,126.61	45,450.42
D29	34,834.65	35,878.95	36,957.14	38,062.71	39,206.11	41,492.80	42,737.58	44,019.71	45,340.29	46,700.50
D30	35,792.89	36,865.88	37,971.45	39,110.91	40,284.29	42,633.86	43,912.89	45,230.28	46,587.18	47,984.80
D31	36,775.91	37,880.20	39,015.75	40,187.83	41,392.48	43,806.70	45,120.89	46,474.53	47,868.77	49,304.83
D32	37,787.63	38,920.58	40,090.05	41,293.38	42,530.63	45,011.23	46,361.56	47,752.43	49,184.99	50,660.55
D33	38,828.02	39,992.26	41,189.07	42,428.96	43,698.80	46,247.51	47,634.96	49,064.01	50,535.89	52,051.99
D34	39,895.78	41,091.31	42,324.64	43,594.49	44,900.84	47,519.69	48,945.29	50,413.63	51,926.04	53,483.84
D35	40,993.54	42,221.67	43,488.89	44,792.62	46,136.77	48,827.71	50,292.53	51,801.30	53,355.35	54,956.00
D36	42,118.65	43,383.29	44,685.73	46,023.37	47,405.33	50,170.25	51,675.35	53,225.62	54,822.39	56,467.04
D37	43,276.38	44,573.60	45,913.84	47,289.30	48,709.07	51,550.03	53,096.53	54,689.44	56,330.13	58,020.01
D38	44,467.99	45,800.42	47,175.86	48,589.13	50,049.32	52,968.46	54,557.50	56,194.23	57,880.05	59,616.45
D39	45,690.92	47,062.44	48,475.69	49,926.74	51,423.47	54,422.74	56,055.44	57,737.09	59,469.20	61,253.25
D40	46,946.41	48,354.46	49,804.22	51,299.59	52,840.63	55,922.57	57,600.24	59,328.24	61,108.09	62,941.34

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT B
PHYSICIAN P SCHEDULE TABLE
See Section 6.08.200 B

Monthly Rates
Effective October 1, 2026

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	10,647.21	10,939.01	11,240.74	11,548.66	11,867.77	12,194.32	12,528.32	12,873.50	13,228.62	13,591.18	13,967.41	14,349.83	N/A
2	11,867.77	12,194.32	12,528.32	12,872.28	13,228.62	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,885.54
3	12,194.32	12,528.32	12,872.28	13,228.62	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	17,350.92
4	12,528.32	12,872.28	13,228.62	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,826.76
5	12,872.28	13,228.62	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	18,315.74
6	13,228.62	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,820.42
7	13,588.71	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	19,338.22
8	13,967.41	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,869.14
9	14,347.36	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	20,414.47
10	14,742.19	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,978.15
11	15,150.71	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	21,553.62
12	15,566.65	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	22,147.46
13	15,993.80	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,757.02
14	16,434.59	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	23,383.62
15	16,885.31	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	24,025.97
16	17,348.47	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	23,382.91	24,686.63
17	17,826.48	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	23,382.91	24,026.09	25,365.69
18	18,316.95	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	23,382.91	24,026.09	24,686.63	26,063.08
19	18,819.82	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	23,382.91	24,026.09	24,686.63	25,367.08	26,781.47
20	19,336.34	19,870.25	20,415.33	20,977.81	21,555.18	22,148.70	22,757.11	23,382.91	24,026.09	24,686.63	25,367.08	26,066.13	27,519.48

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT B (Continued)
PHYSICIAN P SCHEDULE TABLE
See Section 6.08.200 B

Monthly Rates
Effective October 1, 2027

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	11,179.57	11,485.96	11,802.78	12,126.09	12,461.16	12,804.04	13,154.74	13,517.18	13,890.05	14,270.74	14,665.78	15,067.32	N/A
2	12,461.16	12,804.04	13,154.74	13,515.89	13,890.05	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,729.82
3	12,804.04	13,154.74	13,515.89	13,890.05	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	18,218.47
4	13,154.74	13,515.89	13,890.05	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,718.10
5	13,515.89	13,890.05	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	19,231.53
6	13,890.05	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,761.44
7	14,268.15	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	20,305.13
8	14,665.78	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,862.60
9	15,064.73	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	21,435.19
10	15,479.30	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	22,027.06
11	15,908.25	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,631.30
12	16,344.98	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	23,254.83
13	16,793.49	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,894.87
14	17,256.32	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	24,552.80
15	17,729.58	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	25,227.27
16	18,215.89	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	24,552.06	25,920.96
17	18,717.80	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	24,552.06	25,227.39	26,633.97
18	19,232.80	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	24,552.06	25,227.39	25,920.96	27,366.23
19	19,760.81	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	24,552.06	25,227.39	25,920.96	26,635.43	28,120.54
20	20,303.16	20,863.76	21,436.10	22,026.70	22,632.94	23,256.14	23,894.97	24,552.06	25,227.39	25,920.96	26,635.43	27,369.44	28,895.45

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT C										
PHYSICIAN H SCHEDULE TABLE										
Effective October 1, 2026										
Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
H01	19,322.00	19,900.30	20,495.38	21,110.22	21,743.53	23,011.74	23,702.09	24,413.14	25,145.53	25,899.91
H02	21,531.29	22,173.28	22,838.75	23,524.36	24,231.72	25,645.02	26,414.36	27,206.79	28,023.02	28,863.72
H03	22,121.32	22,780.09	23,469.01	24,171.35	24,898.86	26,351.08	27,141.60	27,955.87	28,794.54	29,658.37
H04	22,731.49	23,410.35	24,116.05	24,838.50	25,581.07	27,073.10	27,885.29	28,721.86	29,583.50	30,471.01
H05	23,356.70	24,055.69	24,778.17	25,520.74	26,285.08	27,818.17	28,652.71	29,512.30	30,397.67	31,309.61
H06	23,997.02	24,717.81	25,460.37	26,223.08	27,010.92	28,586.33	29,443.91	30,327.21	31,237.03	32,174.15
H07	24,655.79	25,395.01	26,157.69	26,943.87	27,750.11	29,368.64	30,249.71	31,157.20	32,091.89	33,054.67
H08	25,332.99	26,094.02	26,876.83	27,683.07	28,512.84	30,175.83	31,081.12	32,013.56	32,973.97	33,963.18
H09	26,032.00	26,811.43	27,616.03	28,444.10	29,295.61	31,004.28	31,934.40	32,892.43	33,879.21	34,895.57
H10	26,747.73	27,548.99	28,375.35	29,226.89	30,103.56	31,859.35	32,815.13	33,799.60	34,813.58	35,857.98
H11	27,481.94	28,308.29	29,156.49	30,029.81	30,933.33	32,737.50	33,719.64	34,731.21	35,773.15	36,846.35
H12	28,239.58	29,087.76	29,959.42	30,857.88	31,784.83	33,638.71	34,647.86	35,687.29	36,757.89	37,860.64
H13	29,012.34	29,887.33	30,780.77	31,706.05	32,656.46	34,561.15	35,597.99	36,665.92	37,765.89	38,898.86
H14	29,811.89	30,705.32	31,628.95	32,576.04	33,554.94	35,512.02	36,577.40	37,674.72	38,804.98	39,969.11
H15	30,633.27	31,551.84	32,498.90	33,476.17	34,475.21	36,485.96	37,580.56	38,707.97	39,869.20	41,065.30
H16	31,474.71	32,420.14	33,392.34	34,389.71	35,422.27	37,488.29	38,612.94	39,771.34	40,964.48	42,193.41
H17	32,341.34	33,311.87	34,312.63	35,340.14	36,401.20	38,524.29	39,680.04	40,870.43	42,096.55	43,359.46
H18	33,229.74	34,228.79	35,252.97	36,310.68	37,401.90	39,583.36	40,770.88	41,993.99	43,253.80	44,551.43
H19	34,145.00	35,165.81	36,221.84	37,309.73	38,429.42	40,670.83	41,890.96	43,147.67	44,442.11	45,775.37
H20	35,083.68	36,136.37	37,220.88	38,337.26	39,485.48	41,788.47	43,042.12	44,333.37	45,663.39	47,033.30
H21	36,050.86	37,132.06	38,243.37	39,391.60	40,575.01	42,941.56	44,229.79	45,556.71	46,923.38	48,331.11
H22	37,043.19	38,151.19	39,296.07	40,474.46	41,689.74	44,121.28	45,444.93	46,808.29	48,212.52	49,658.90
H23	38,057.32	39,202.20	40,377.23	41,587.49	42,834.61	45,332.93	46,692.92	48,093.71	49,536.52	51,022.62
H24	39,103.28	40,280.02	41,488.56	42,732.35	44,013.01	46,580.05	47,977.46	49,416.79	50,899.29	52,426.29
H25	40,181.10	41,387.98	42,630.10	43,907.39	45,223.25	47,860.90	49,296.72	50,775.62	52,298.91	53,867.85
H26	41,285.77	42,526.16	43,800.13	45,114.29	46,467.00	49,177.21	50,652.51	52,172.10	53,737.26	55,349.37
H27	42,423.93	43,692.82	45,005.33	46,356.38	47,745.99	50,530.78	52,046.69	53,608.08	55,216.35	56,872.83
H28	43,588.89	44,896.38	46,240.71	47,628.65	49,058.47	51,919.83	53,477.43	55,081.77	56,734.21	58,436.25
H29	44,787.41	46,130.08	47,516.33	48,937.77	50,407.85	53,347.88	54,948.32	56,596.77	58,294.66	60,043.50
H30	46,019.43	47,398.99	48,820.44	50,285.46	51,794.09	54,814.97	56,459.43	58,153.22	59,897.80	61,694.74
H31	47,283.32	48,703.11	50,163.11	51,670.06	53,218.90	56,322.90	58,012.58	59,752.97	61,545.56	63,391.92
H32	48,584.10	50,040.75	51,544.35	53,091.49	54,682.24	57,871.58	59,607.72	61,395.98	63,237.85	65,134.99
H33	49,921.74	51,418.62	52,957.38	54,551.52	56,184.17	59,461.09	61,244.95	63,082.30	64,974.72	66,923.98
H34	51,294.57	52,831.68	54,417.39	56,050.06	57,729.65	61,096.75	62,929.66	64,817.52	66,762.05	68,764.94
H35	52,705.98	54,285.00	55,914.29	57,590.51	59,318.70	62,778.48	64,661.83	66,601.67	68,599.74	70,657.72
H36	54,152.55	55,778.52	57,453.08	59,172.90	60,949.71	64,504.61	66,439.74	68,432.94	70,485.93	72,600.48
H37	55,641.06	57,308.92	59,032.08	60,800.53	62,625.95	66,278.61	68,266.96	70,314.99	72,424.45	74,597.15
H38	57,173.13	58,886.26	60,654.68	62,471.74	64,349.13	68,102.30	70,145.35	72,249.72	74,417.21	76,649.72
H39	58,745.47	60,508.85	62,325.88	64,191.53	66,115.89	69,972.09	72,071.28	74,233.40	76,460.40	78,754.18
H40	60,359.67	62,170.02	64,034.00	65,956.61	67,937.95	71,900.45	74,057.45	76,279.17	78,567.54	80,924.58

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT C (Continued)										
PHYSICIAN H SCHEDULE TABLE										
Effective October 1, 2027										
Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
H01	20,288.10	20,895.31	21,520.15	22,165.73	22,830.71	24,162.33	24,887.20	25,633.80	26,402.81	27,194.91
H02	22,607.86	23,281.94	23,980.68	24,700.57	25,443.30	26,927.28	27,735.08	28,567.13	29,424.17	30,306.91
H03	23,227.38	23,919.10	24,642.45	25,379.92	26,143.80	27,668.64	28,498.68	29,353.66	30,234.26	31,141.29
H04	23,868.07	24,580.87	25,321.86	26,080.42	26,860.13	28,426.76	29,279.56	30,157.95	31,062.68	31,994.57
H05	24,524.53	25,258.47	26,017.08	26,796.77	27,599.33	29,209.07	30,085.34	30,987.91	31,917.55	32,875.09
H06	25,196.87	25,953.70	26,733.39	27,534.24	28,361.46	30,015.64	30,916.11	31,843.57	32,798.88	33,782.86
H07	25,888.59	26,664.77	27,465.57	28,291.06	29,137.62	30,837.08	31,762.19	32,715.06	33,696.49	34,707.41
H08	26,599.64	27,398.72	28,220.67	29,067.23	29,938.48	31,684.62	32,635.17	33,614.24	34,622.67	35,661.34
H09	27,333.60	28,152.01	28,996.84	29,866.31	30,760.38	32,554.49	33,531.12	34,537.05	35,573.18	36,640.35
H10	28,085.12	28,926.44	29,794.12	30,688.24	31,608.74	33,452.33	34,455.89	35,489.58	36,554.26	37,650.88
H11	28,856.03	29,723.71	30,614.31	31,531.30	32,480.00	34,374.38	35,405.63	36,467.77	37,561.81	38,688.66
H12	29,651.56	30,542.14	31,457.39	32,400.77	33,374.08	35,320.64	36,380.25	37,471.65	38,595.78	39,753.68
H13	30,462.95	31,381.70	32,319.81	33,291.35	34,289.28	36,289.20	37,377.88	38,499.22	39,654.18	40,843.80
H14	31,302.48	32,240.58	33,210.39	34,204.84	35,232.69	37,287.62	38,406.27	39,558.46	40,745.23	41,967.57
H15	32,164.94	33,129.43	34,123.84	35,149.98	36,198.97	38,310.26	39,459.58	40,643.37	41,862.66	43,118.57
H16	33,048.45	34,041.15	35,061.96	36,109.19	37,193.39	39,362.71	40,543.59	41,759.90	43,012.70	44,303.09
H17	33,958.41	34,977.46	36,028.26	37,107.14	38,221.25	40,450.51	41,664.04	42,913.95	44,201.38	45,527.44
H18	34,891.22	35,940.23	37,015.62	38,126.21	39,272.00	41,562.53	42,809.42	44,093.69	45,416.48	46,779.00
H19	35,852.25	36,924.11	38,032.93	39,175.22	40,350.89	42,704.37	43,985.51	45,305.06	46,664.21	48,064.13
H20	36,837.87	37,943.18	39,081.92	40,254.12	41,459.76	43,877.89	45,194.22	46,550.04	47,946.56	49,384.96
H21	37,853.41	38,988.66	40,155.53	41,361.18	42,603.76	45,088.64	46,441.28	47,834.55	49,269.55	50,747.66
H22	38,895.35	40,058.75	41,260.87	42,498.18	43,774.22	46,327.34	47,717.18	49,148.71	50,623.15	52,141.85
H23	39,960.19	41,162.31	42,396.09	43,666.87	44,976.34	47,599.58	49,027.57	50,498.40	52,013.35	53,573.75
H24	41,058.44	42,294.02	43,562.99	44,868.96	46,213.66	48,909.06	50,376.33	51,887.63	53,444.26	55,047.60
H25	42,190.16	43,457.38	44,761.60	46,102.76	47,484.41	50,253.95	51,761.55	53,314.40	54,913.86	56,561.25
H26	43,350.05	44,652.47	45,990.14	47,370.00	48,790.35	51,636.07	53,185.14	54,780.71	56,424.13	58,116.84
H27	44,545.13	45,877.46	47,255.59	48,674.20	50,133.29	53,057.32	54,649.03	56,288.48	57,977.17	59,716.47
H28	45,768.33	47,141.20	48,552.75	50,010.08	51,511.40	54,515.82	56,151.31	57,835.86	59,570.92	61,358.07
H29	47,026.78	48,436.58	49,892.14	51,384.66	52,928.25	56,015.28	57,695.73	59,426.61	61,209.39	63,045.68
H30	48,320.40	49,768.94	51,261.46	52,799.73	54,383.79	57,555.71	59,282.40	61,060.88	62,892.69	64,779.48
H31	49,647.48	51,138.27	52,671.26	54,253.57	55,879.85	59,139.05	60,913.20	62,740.62	64,622.84	66,561.52
H32	51,013.30	52,542.78	54,121.57	55,746.06	57,416.35	60,765.16	62,588.11	64,465.78	66,399.74	68,391.74
H33	52,417.83	53,989.55	55,605.24	57,279.10	58,993.38	62,434.14	64,307.20	66,236.41	68,223.45	70,270.19
H34	53,859.30	55,473.27	57,138.26	58,852.56	60,616.13	64,151.58	66,076.14	68,058.40	70,100.15	72,203.18
H35	55,341.28	56,999.25	58,710.00	60,470.04	62,284.64	65,917.41	67,894.92	69,931.76	72,029.72	74,190.60
H36	56,860.18	58,567.44	60,325.74	62,131.55	63,997.20	67,729.84	69,761.72	71,854.59	74,010.23	76,230.50
H37	58,423.11	60,174.36	61,983.68	63,840.56	65,757.24	69,592.54	71,680.32	73,830.74	76,045.68	78,327.01
H38	60,031.79	61,830.57	63,687.41	65,595.33	67,566.58	71,507.42	73,652.63	75,862.21	78,138.07	80,482.21
H39	61,682.74	63,534.29	65,442.18	67,401.10	69,421.68	73,470.70	75,674.84	77,945.07	80,283.42	82,691.89
H40	63,377.65	65,278.52	67,235.70	69,254.45	71,334.85	75,495.47	77,760.32	80,093.12	82,495.92	84,970.81

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT D										
DENTIST J SCHEDULE TABLE										
Effective October 1, 2026										
Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
J01	123.74	127.43	131.26	135.20	139.26	147.39	151.81	156.36	161.05	165.88
J02	130.64	134.54	138.60	142.75	147.02	155.59	160.26	165.07	170.02	175.12
NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.										

ATTACHMENT D (Continued)										
DENTIST J SCHEDULE TABLE										
Effective October 1, 2027										
Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
J01	129.93	133.80	137.82	141.96	146.23	154.75	159.40	164.18	169.10	174.18
J02	137.17	141.27	145.53	149.89	154.37	163.37	168.27	173.32	178.52	183.88
NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.										

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
HEALTH INVESTIGATIVE
AND SUPPORT SERVICES UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this day of 29th
day of September 2026,

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter referred
to as "County"),

LOS ANGELES COUNTY ASSOCIATION OF
ENVIRONMENTAL HEALTH SPECIALISTS
(hereinafter referred to as "Teamsters 986
LACOA EHS")

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ARTICLE 1 RECOGNITION CLAUSESection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, Los Angeles County Association of Environmental Health Specialists (hereinafter referred to as "Teamsters 986 LACOEHS") was certified on June 26, 1990, by County's Employee Relations Commission (Employee Relations Commission Decision No. DEC-33) as the majority representative of County employees in the Health Investigative and Support Services Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes the Los Angeles County Association of Environmental Health Specialists as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management shall recognize Teamsters 986 LACOEHS as the exclusive representative of the employees in said Unit when County rules, regulations, or laws are amended and Teamsters 986 LACOEHS has shown it has met the requirements of any such new rules.

ARTICLE 2 PURPOSE

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

ARTICLE 3 IMPLEMENTATION

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

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including Title 6 of the Los Angeles County Code, required to implement the full provisions of articles;
and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

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

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2028.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding no later than July 17, 2028. Negotiations shall begin no later than August 1, 2028. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2028, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATIONSection 1. Employee Rights

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of Teamsters 986 LACOEHS and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or disability, sexual orientation, or other factors not directly related to successful performance of the employees' jobs or any other protected class in accordance with Federal or State law.

ARTICLE 7 SALARIES

Ratification Payment

\$5,000 effective upon notification of positive ratification of the contract

\$2,000 ratification payment effective October 1, 2026.

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time nit employees who are in an active pay status and are part of the nit as of the ratification date, within 45 days of receiving notice that the nit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payment or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- The County shall not have the right to forego or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.
- This provision shall sunset on September 30, 2028.

Preventive Measures

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming or project funding.
 - Cancelling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

Joint Labor Management Financial Committee (JLMFC) – CCU Member Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided on and prior to each quarterly meeting.

The parties agree that the materials, discussion, and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collection as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC, The Union's team shall include only two representatives from each

participating union), the CCU Chairperson, CCU staff, and experts selected by the CCU to include but not limited to legal, financial, and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustment

The parties jointly agree to recommend to the County Board of Supervisors that said Board adopt and implement the following general salary movement applicable to employees in this unit.

approximately 2.0% (8 levels) effective October 1, 2026; and

approximately 5.0% (20 levels) effective October 1, 2027;

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5670	ENVIRONMENTAL HEALTH SPECIALIST I	CURRENT	N4MO	83J	4772.82	5465.91
		10/01/2026	N4MO	84F	4868.00	5574.64
		10/01/2027	N4MO	86D	5114.18	5856.64
5671	ENVIRONMENTAL HEALTH SPECIALIST II	CURRENT	N2MO	97C	6167.73	7873.09
		10/01/2026	N2MO	97L	6290.64	8029.45
		10/01/2027	N2MO	99J	6608.45	8435.09

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5672	ENVIRONMENTAL HEALTH SPECIALIST III	CURRENT	NMO	100J	6431.82	8667.18
		10/01/2026	NMO	101F	6559.91	8840.09
		10/01/2027	NMO	103D	6891.27	9287.00
5673	ENVIRONMENTAL HEALTH SPECIALIST IV	CURRENT	NMO	102H	6773.45	9128.18
		10/01/2026	NMO	103E	6908.36	9310.00
		10/01/2027	NMO	105C	7257.18	9779.73
5675	ENVIRONMENTAL HEALTH STAFF SPEC	CURRENT	NMO	102H	6773.45	9128.18
		10/01/2026	NMO	103E	6908.36	9310.00
		10/01/2027	NMO	105C	7257.18	9779.73
5668	ENVIRONMENTAL HEALTH TECHNICIAN	CURRENT	NMO	82D	3900.64	5255.00
		10/01/2026	NMO	83A	3977.00	5359.00
		10/01/2027	NMO	84K	4177.64	5629.55
4846	HEALTH EDUCATION ASSISTANT	CURRENT	NMO	86L	4421.18	5958.45
		10/01/2026	NMO	87H	4509.64	6077.36
		10/01/2027	NMO	89F	4737.64	6384.64
5775	HEALTH PHYSICIST	CURRENT	NMO	104K	7185.91	9683.73
		10/01/2026	NMO	105G	7329.55	9877.18
		10/01/2027	NMO	107E	7700.36	10376.91
4382	INDUSTRIAL HYGIENIST	CURRENT	NMO	104D	7080.64	9541.91
		10/01/2026	NMO	105A	7221.00	9731.00
		10/01/2027	NMO	106K	7586.91	10224.00
5776	PRIN RADIATION PROTECTION SPEC	CURRENT	NMO	108K	8009.91	10794.27
		10/01/2026	NMO	109G	8169.55	11009.55
		10/01/2027	NMO	111E	8582.09	11565.55
5772	RADIATION PROTECTION SPECIALIST	CURRENT	N4MO	99K	7383.82	8455.73
		10/01/2026	N4MO	100G	7531.27	8624.64
		10/01/2027	N4MO	102E	7912.18	9060.82
5774	SENIOR RADIATION PROTECTION SPEC	CURRENT	NMO	103K	6993.82	9425.00
		10/01/2026	NMO	104G	7133.27	9612.82
		10/01/2027	NMO	106E	7494.18	10099.00

Section 2. Additional Compensation

The parties jointly agree to recommend to the Board of Supervisors that said Board adopt and implement the additional compensation adjustment (1/2 steps):

2.75 percent (11 levels) effective July 1, 2007; and

2.75 percent (11 levels) effective July 1, 2008,

The additional compensation (1/2 steps) will be applicable to employees who have been on the top step of the salary range for one year or more on or after July 1, 2007, and July 1, 2008, respectively.

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

Section 3. Step Advances

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

- b. If no performance review is filed as defined in Paragraph 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/their 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/their step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within 30 days effective to his/her/their 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/their 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/their designated representative who shall respond to the grievance within ten days. Appeal from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluation which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4. Flexible Hire Rates

- a. Persons appointed to the position of Environmental Health Specialist II (Item No. 5671) shall be placed on the second step of the salary range in accordance with Note 2 of the Los Angeles County Code.
- b. Persons appointed to the position of Environmental Health Specialist I (Item No. 5670) shall be placed on the fourth step of the salary range in accordance with Note 4, Title 6, Division 2, Chapter 6.28, Section 6.28.050-25 of the Los Angeles County Code.

- c. Persons appointed to the position of Radiation Protection Specialist (Item No. 5772) shall be placed on a two-step salary range in accordance with Note 4, Title 6, Division 2, Chapter 6.28.050-25 of the Los Angeles County Code.

ARTICLE 8 EMPLOYEE BENEFITS

Effective January 1, 2012, 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, in effect and as mandated by applicable law, shall apply to employees in this Unit.

Prior to January 1, 2012, the parties adhered to the provisions of the Fringe Benefits MOU between the County of Los Angeles and Service Employees International Union (SEIU) Local 721.

Integrated Bargaining

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits between the County of Los Angeles and the Coalition of County Unions in effect during the term of this agreement shall apply to employees in this bargaining unit.

ARTICLE 9 OVERTIMESection 1. Compensation

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

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

The County will pay employees for any overtime worked at a rate of one and one-half (1.5) times his/her/their regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. Effective October 1, 2013, an employee may accrue compensatory time off in lieu of pay at a rate of one and one-half (1.5) hours for each hour of overtime to a maximum of 64 hours worked (64 hours worked at one and one half hours (1.5) equates to a total of 96 hours of compensatory overtime). The employee may request this option before the employee works the overtime.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. Compensatory time accumulated by employees not used during the calendar year in which it is earned may be carried over one additional calendar year during which it must be taken.

Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. 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 1983-1985 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or

compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 10 PERSONNEL FILES

An employee, or his/her/their 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/their work performance or conduct if such statement is to be placed in his/her/their personnel file.

The employee shall acknowledge that he/she/they has read such material by affixing his/her/their signature on the copy to be filed, with the understanding that such signature merely signifies that he/she/they 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/their 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, indicated in Article 25, Section 7, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, indicated in Article 25, Section 7, 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/their personnel file, an employee may request and have any written warnings issued more than one year prior removed from his/her/their personnel file except as such may be a part of an official permanent record. Management shall respond to request to remove the written warning within ten (10) business days of the request.

An employee on reviewing his/her/their personnel file, may request and have any written reprimand(s) issued more than two (2) years prior removed from his/her/their personnel file except as such may be a part of an official permanent record. Management shall respond to a request to remove the written reprimand within ten (10) business days of the request.

ARTICLE 11 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

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

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies, the departmental payroll clerk may arrange with the Auditor-Controller for the employee to pick up his/her/their supplemental or corrected check at the Auditor's public counter.

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

Section 2. Overpayments

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

ARTICLE 12 SPECIAL PAY PRACTICESSection 1. Standby Pay

Any permanent, full-time employees who are assigned regularly scheduled periods of standby service at off-duty times pursuant to Section 6.10.120 of the Los Angeles County Code, shall receive two dollars (\$2.00) per hour bonus (no cap).

Effective October 1, 2017, the one dollar and fifty cents (\$1.50) per hour standby rate will be increased by 5%.

For the purposes of this section standby is defined as an assignment requiring an employee to remain available to immediately report to work in the event they are called. Employees assigned to standby shall:

- 1) Immediately respond to management calls or report to identified location;
- 2) Remain reachable (telephone, paging device, email, etc.);
- 3) Remain within a specified distance (as defined by management).

No employee shall be paid for standby and call-back simultaneously.

Section 2. Call Back

Whenever an employee is unexpectedly ordered by his/her/their Department Head or designated management representative to return to work following the termination of his/her/their normal work shift or normal workweek and departure from his/her/their work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half (1.5) of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 9, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial 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/her/their 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 3. Environmental Health License

Effective January 1, 2019, employees holding the classification of Environmental Health Specialist II (Item No. 5671), Environmental Health Specialist III (Item No. 5672), Environmental Health Specialist IV (Item No. 5673), Environmental Health Staff Specialist (Item No. 5675), or Industrial Hygienist (Item No. 4832), shall be entitled to a lump sum payment of one hundred thirty-six dollars (\$136.00), for the renewal of his/her/their California State License as Registered Environmental Health Specialist (REHS). Such payment shall be made between January 1 and January 15 and appear on the employee's January 30th pay warrant.

It is the intent of the parties that said payment is for the reimbursement of eligible classifications REHS license. As such, only those listed classifications, required to use their REHS license within the scope of their assignment, shall be entitled to the lump sum payment.

This REHS reimbursement allowance shall not constitute a base rate. This section is not subject to Article 25 – Grievance Procedure.

Section 4. Evening and Weekend Inspection Differential

A. Evening Inspections

Effective January 1, 2023, any Department of Public Health employee in the bargaining unit assigned to one of the following evening shifts (also see Article 30 – Work Schedules) shall be entitled to a one dollar (\$1.00) an hour bonus for each hour worked after 5:00 p.m., Monday through Friday.

B. Weekend Inspections

Effective January 1, 2023, any Department of Public Health employee in this bargaining unit assigned to a weekend schedule (also see Article 30 – Work Schedules) shall be entitled to a one dollar and fifty cent (\$1.50) an hour bonus for each hour worked on a Saturday, Sunday, or recognized County holiday.

Section 5. Environmental Emergency Response Team (EERT)

Effective January 1, 2023, any permanent, full-time employee selected to serve on the Environmental Emergency Response Team (formerly Strike Team) shall be entitled to an additional \$1.00 per hour assignment bonus for all hours worked.

An Environmental Health Specialist II (Item No. 5671) Environmental Health Specialist III (Item No. 5672), Environmental Health Specialist IV (Item No. 5673), and Industrial Hygienist (Item No. 4382), shall be eligible to apply for an EERT assignment, after voluntarily, competently, and successfully completing the following:

- 1) Achieving a Competent or better on previous two Performance Evaluations;
- 2) Maintaining a certificate as a Registered Environmental Health Specialist.

Employees shall not be assigned to an EERT assignment until they have successfully completed required EERT training as defined by management.

An active EERT assignment shall not exclude an employee from standby assignments. It is the intention of the parties that the maximum allowable bonus for an EERT member also assigned to standby shall be \$3.00 per hour for each hour worked.

Compensation pursuant to this section does not constitute a base rate.

ARTICLE 13 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

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

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

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or Teamsters 986 LACOEHS' 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:

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

return the employee to an assignment in his/her/their 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 classifications work, or to assign employees out-of-class for the purpose of training without any

additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request, a written confirmation of his/her/their out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 14 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head of designated management representative and the Chief Executive Office (CEO).

The Department shall notify an employee in writing of the approval or denial of his/her/their 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 CEO approval, upon his/her/their request he/she/they shall be returned to an assignment in his/her/their own classification until notified of the CEO's approval in writing.

To qualify for this additional compensation, a full-time 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/she/they 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, Out-of-Class Assignments for the same assignment.

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

ARTICLE 15 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Department of Public Health or the Department of Health Services 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 a Department of Public Health or the Department of Health Services employee who believes his/her/their position is misclassified must be submitted in writing through the employee's division. Human Resources shall in turn schedule, conduct the classification study, and report the findings to the employee's division.

Section 4. Acknowledgment and Follow-up Report

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged, and divisions will be informed as to the estimated date of completion of the studies.

Further, that this information will in turn be promptly conveyed by the divisions to employees who have requested studies on their own behalf.

It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, Human Resources will provide the employee's division with a progress report, and a follow-up report will be made each month until the study is completed. The employee's division will have the obligation of keeping the employee informed and forwarding any written objections on the part of the employee to Human Resources.

ARTICLE 16 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Teamsters 986 LACOA EHS will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond as soon as possible, but no later than 5 business days. 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 a Teamsters 986 LACOA EHS representative to the Departmental Safety Representative.

On any matter of safety or health that is not resolved by the Departmental Safety Representative within a reasonable period of time, the Teamsters 986 LACOA EHS representative may confer with the Departmental Safety Representative who will respond in writing.

If the Teamsters 986 LACOA EHS representative is not satisfied with the response of the Departmental Safety Representative, the Teamsters 986 LACOA EHS representative may consult with the Chief Executive Office, Risk Management, or his/her/their designated representative. The representative of this branch shall investigate the matter and advise the Department Head and Teamsters 986 LACOA EHS of his/her/their findings in the case and his/her/their recommendation, if any.

If Teamsters 986 LACOEHS is not satisfied with the response of the Chief Executive Office, Risk Management, the issue may be taken within thirty (30) days to arbitration as set forth in Article 25. During such thirty (30) days consultation between the department head and Teamsters 986 LACOEHS will take place.

It is understood and agreed that Teamsters 986 LACOEHS reserves its rights under Article 28 Grievances-General in Character, in cases where Teamsters 986 LACOEHS does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 2. First Aid Kits

The Departmental Safety Representative or appropriate representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Section 3.

Management and Teamsters 986 LACOEHS mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4. Safety Committee

At the request of Teamsters 986 LACOEHS, representatives of Department Management will meet monthly with the Programs Health Investigative Employees Health and Safety Committee to consult concerning specific inquiries or suggestions and to exchange information related to:

- a. the prevention of occupational disease and/or injury
- b. the provision of training
- c. personal safety devices or articles of protective apparel necessary
to protect the health and safety of the employees
- d. exposure to communicable disease
- e. ergonomics

The agenda of a monthly meeting will be limited to safety and health issues of one Health Services Programs organizational unit. Members of the committee and the Management representatives will mutually agree on agenda items in advance of scheduling a meeting.

The Programs Health Investigative Employees Health and Safety Committee will be comprised of up to five employee representatives designated by Teamsters 986 LACOEHS as well as one Teamsters 986 staff representative.

Management's Committee will be comprised of up to six Management representatives. Additional Teamsters 986 LACOEHS staff representatives and representatives of CEO Employee Relations may attend such meetings on occasion.

The Committees may meet for up to two hours per month on County time and shall maintain minutes of each meeting. Minutes shall be maintained in a file for a period of two years.

Section 5. Badges

As provided under Section 5.64 of the County Code, management shall issue badges to those employees whom management has determined need badges to perform their official duties.

Section 6. Blood Borne Pathogens

Employees requiring information regarding blood borne pathogens exposure or related issues may reference/contact and/or the facility/department resources: Infection Control Policies and Procedures, the Infection Control Coordinator, Employee Health, the Department of Public Health, and/or the Center for Disease Control and Prevention (via phone at 1(888) 232-3228 or via web at www.cdc.gov).

ARTICLE 17 TRANSFERS AND PROMOTIONSSection 1. Voluntary Transfers

Management agrees to provide a uniform procedure for the consideration of employees' request to transfer at the time vacancies are to be filled. All vacancies will be posted on the Transfer Opportunities website (<https://hr.lacounty.gov>)

It is understood that the request is for an available, vacant funded position in the same classification. The Department will consider the request when filling vacancies.

A. Intra-Departmental Transfer

An intra-departmental transfer refers to a transfer within a County Department.

Any employee covered by this bargaining unit who wishes to transfer from one work location to another work location may submit a dated, written request for such a transfer to the management of the facility to which they desire a transfer.

The selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies.

B. Inter-Departmental Transfer

An inter-departmental transfer refers to a transfer from one County Department to another County Department (e.g. from DHS to DPH or from DHS to DPH).

Any employee covered by this bargaining unit who wishes to transfer from one County Department to another may submit a dated, written request for such a transfer to the management of the facility to which they desire a transfer.

The selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies.

Section 2. DPH Environmental Health

Employees desiring to transfer shall submit a written request identifying up to four (4) areas of interest to the DPH Human Resources Manager or their designee and to the Director of Environmental Health Services.

These written requests will be maintained in an active file within the Human Resources office for a period of three (3) months. Teamsters 986 LACOEHS will encourage employees to update their requests regularly.

Employees desiring to keep their individual request active beyond the above time limit must submit a new written request.

Each January, April, July, and October, management will review requests for transfer and attempt to accommodate employee preferences. Transfers will be made based on the needs of the service.

A. Eligibility

In order to be eligible for transfer, an employee must:

1. Indicate in writing their desire for a transfer and the reason for the request. A resume of their training and experience shall be attached to the request.

2. Complete two (2) years of service in a full-time, permanent capacity in the current assignment. Unpaid leave shall not be counted as time served; however, exemptions may be granted, depending on management's needs or other considerations.
3. Have a rating of "Competent" or better on the most recent Performance Evaluation.
4. Not be subject to disciplinary action at the time of consideration for transfer.

B. Selection Process and Notice to the Employee:

Before seeking candidates from promotional lists or new hires, Management agrees to give serious consideration to each transfer request. All pertinent factors will be considered to evaluate the request, including but not limited to: seniority, length of time in a particular assignment, special skills, or employee hardship. Final approval will be based on the needs of the service.

Upon review of all transfer requests, management shall give written notice to all requesting parties as to the approval/denial of a transfer request. Notices of denial shall provide an explanation to include determining factors not satisfied by the requesting party. This article in no way is intended to limit Management's authority to make appointments.

Section 3. Management Initiated Transfers

- A. In the case of a Management initiated transfer of an employee that is based upon the needs of the service, Management shall give at least ten (10) business days

written notice to the affected employee, unless an emergent situation necessitates an immediate transfer. In the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.

Section 4. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 5. Promotional Opportunities

Management will post promotional opportunities bulletins on facility bulletin board or boards designated expressly for this purpose. Management shall inform Teamsters 986 LACOA EHS of each worksite's bulletin board location. Copies of transfer eligibility lists and notices of approval/denial shall also be provided to Teamsters 986 LACOA EHS.

Section 6.

Environmental Health Specialist I (Item No. 5670) and Environmental Health Specialist II (Item No. 5671) are paired classes. Management will, within Civil Service Rules, promptly promote employees who have successfully completed all the requirements from EHS I to EHS II.

ARTICLE 18 LEAVES OF ABSENCESection 1. Pregnancy Leave

Departmental management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her/them from performing the duties of her/their position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Executive Officer and by the department head.

Upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her/them from performing the duties of her/their position as certified by her/their primary care giver (physician, nurse practitioner, or nurse mid-wife), may use sick leave benefits for which she/they is/are otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday, or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 2. Educational Leave

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

Section 3. Medical Leave

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

Section 4. Family Leave

- A. Employees covered by this MOU are subject to the provisions of the California Family Rights Act of 1993 and the Federal Family and Medical Leave Act of 1993, as amended, the California Fair Employment and Housing Act (FEHA) and Pregnancy Disability Leave (PDL).

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

- B. Within sixty (60) days of implementation of this MOU, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

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

Section 5. Jury Duty and Witness Leave

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

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

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

Section 6. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examination, and leave for school or child day care program activities.

ARTICLE 19 EMPLOYEE ORGANIZATION LEAVE

Subject to Civil Service Rules and subject to staffing requirements of the department, leaves of absence shall be granted to accept Teamsters 986 LACOA EHS employment.

The employee must be an elected or appointed official or full-time representative of Teamsters 986 LACOA EHS with a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Teamsters 986 LACOA EHS business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

ARTICLE 20 CONTINUING EDUCATION

Section 1.

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

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

Section 2.

County Management supports the establishment of a Labor Management Committee to provide a forum to meet and exchange information on professional educational requirements. Areas of discussion may include, but not be limited to:

1. Employee attendance to classes, conferences, workshops seminars during regular working hours
2. Temporary flexible work schedules
3. Continuing Education hours
4. Reimbursement for License and/or Certificate renewals as directed or required by the employee's classification.

- A. The Labor Management Committee shall meet monthly on a date and at a time agreed to by Management and the Union. The meetings will be held during working hours without loss of compensation.
- B. If a meeting must be canceled or postponed by either party, every effort will be made to reschedule the meeting at a date/time mutually agreed by the parties.
- C. Said committee shall consist of three members appointed by the Union, a Teamster 986 LACOEHS representative, and three members appointed by the County.

ARTICLE 21 EMPLOYEE PARKING

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

County management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employee's work location for day, evening, and night shift personnel.

ARTICLE 22 LEGAL REPRESENTATION

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

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

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

ARTICLE 23 BULLETIN BOARDS

Adequate bulletin board space will be provided for use by Teamsters 986 LACOA EHS. All notices will be posted by authorized representative(s), bear the signature of a registered official of Teamsters 986 LACOA EHS, and a copy will be provided to a management representative as designated by the Director. The Union will not post information that is defamatory, derogatory or obscene. The written material will be restricted to the following matters:

- a) meeting notices;
- b) committee reports;
- c) appointments;
- d) elections and results;
- e) bylaws and or extracts from official Union publications;
- f) any other material jointly authorized and initialed by Union representative(s) and management.

ARTICLE 24 EMPLOYEE LISTS

The County will furnish Teamsters 986 LACOA EHS with a semi-monthly list of employees/separations. The list shall contain the name, employee number, item step, salary rate, classification title, item number, item sub, department, work location, latest hire date, job appointment date, work phone number, home phone number, personal (when available) and work cell phone number, home address, personal (when available) and work email address of employees who are covered by this Memorandum of Understanding. The semi-monthly list shall also contain information which includes the names and effective date of the employees leaving this Bargaining Unit. The County will furnish the Union with a semi-monthly list of employees who are in a no-pay status.

Additional lists may be furnished when requested by Teamsters 986 LACOA EHS no more than four times a year, it being understood that Teamsters 986 LACOA EHS shall pay to the County the cost of preparation of such additional lists at the rate to be determined by County's Auditor-Controller.

Management will make available to each new employee entering the Unit a card furnished by Teamsters 986 LACOA EHS written as follows:

Teamsters 986 LACOA EHS has been certified as your majority representative. Teamsters 986 LACOA EHS is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join Teamsters 986 LACOA EHS see your Grievance Committee person or Teamsters 986 LACOA EHS representative where you work.

New Employee Orientation

As part of the onboarding process, the County and Teamsters 986 LACOA EHS have agreed on a process to make sure all new employees are informed about Teamsters 986 LACOA EHS and their memorandum of understanding (MOU) that covers the terms and conditions of employment. The new employee shall be informed that Teamsters 986 LACOA EHS is the recognized employee organization for their classification.

The County shall provide Teamsters 986 LACOA EHS written notice of new employee orientation at least ten (10) business days prior to the event, except that a shorter notice may be provided in specific instances where there is an urgent need critical to the County's operation that was not reasonably foreseeable.

Representatives of Teamsters 986 LACOA EHS shall be permitted to make a presentation and present written materials, during a portion of the orientation. During this meeting, Teamsters 986 LACOA EHS shall be permitted to communicate directly with newly hired employees in the bargaining unit for up to 30 minutes on paid time.

If the County has not conducted a new employee orientation within 30 days of a newly hired employee's start date, Teamsters 986 LACOA EHS shall be permitted to schedule a meeting at the worksite during employment hours, during which newly hired employees

shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. During the meeting, Teamsters 986 LACOEHS shall be permitted to communicate directly with newly hired employees in the bargaining unit for up to 30 minutes on paid time. Additional time may be granted, by mutual agreement between the Union and designated departmental management, on a case-by-case basis.

Teamsters 986 LACOEHS may request meeting space for this new employee orientation presentation.

This article shall be subject to advisory arbitration.

ARTICLE 25 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, or employees, concerning the interpretation or application of the provisions of the Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her/their immediate supervisor.
2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. Teamsters 986 LACOA EHS agrees to encourage an employee to discuss his/her/their complaint with his/her/their immediate supervisor.
2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her/their at a mutually satisfactory time.

3. Teamsters 986 LACOEHS agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested. If the grievance is returned to the employee, management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7 Step 1 of this grievance procedure.
4. Department Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her/their grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If any employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her/their written grievance, and to represent him/her/them in formal grievance meetings. The employee has the right to be present in meetings at step one of the grievance procedure. The employee may be required by either party to be present in meetings at subsequent steps of the grievance procedure.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her/their immediate supervisor to absent himself/herself/themselves from his/her/their duties to attend a grievance meeting.
3. An employee may represent his/her/their grievance to Management on County time. In scheduling time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department.

Section 6. The Parties' Rights and Restrictions

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. Only County employees in this Unit or authorized Teamsters 986 LACOEHS representatives as specified in Article 28, Teamsters 986 LACOEHS may be selected by an employee to represent him/her/them in formal grievance meetings.
3. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 28, Teamsters 986 LACOEHS representative.
4. 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.
5. Management shall notify Teamsters 986 LACOEHS of any grievance involving the terms and conditions of this Memorandum of Understanding.
6. If the certified employee representative elects to attend any formal grievance meeting, he/she/they must inform departmental management prior to such meeting. The department may also designate a management representative to be present at such meeting.

Section 7. Procedures

1. Informal Complaint

- A. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his/her/their knowledge of such occurrence, an employee should discuss his/her/their complaint in a meeting with his/her/their immediate supervisor.
- B. Within ten business days from the day of the discussion with the employee, the immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1. First Level Management

- A. Within ten business days from receipt or failure to receive the supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three copies of the grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she/they requests from his/her/their departmental management. The employee shall submit two copies to first level management and retain the third copy.
- B. Within ten business days the first level management shall give his/her/their decision and cite the basis for his/her/their decision, in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten business days from his/her/their receipt of the first level management's written decision and using the returned original copy of the grievance form, the employee may appeal to the designated management representative. The management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her/them.
- B. Within ten business days from the receipt of the grievance, the management representative shall give a written decision, citing the basis for his/her/their decision, to the employee using the original copy of the grievance.

Step 3. Upper-Level Management

- A. Within ten business days from his/her/their receipt of the decision at level two, the employee may appeal to the upper-level management using the original copy of the grievance.
- B. Within ten business days from the receipt of the employee's grievance, the upper-level management 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, citing the basis for his/her/their decision, to the employee or his/her/their Teamsters 986 LACOEHS Representative.

- C. If the upper-level management fails to give a decision within the specified time limit, Teamsters 986 LACOA EHS shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8, hereafter, the written decision of the upper-level management shall be final.

Section 8. Arbitration

- 1. Within 30 business days from the receipt of the written decision of the upper-level management, Teamsters 986 LACOA EHS 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/their 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 said Civil Service Commission for which said Commission has established

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

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

D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify Teamsters 986 LACOA EHS within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event Teamsters 986 LACOA EHS 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 Executive Officer and to the County Department Head or Officer affected, which request shall:

- A. Set forth the specific issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her/them pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that the Commission provide the parties with a panel of five names from which the parties will select an arbitrator by alternately striking one name each from the panel until there is one arbitrator remaining who will be deemed to be the mutually acceptable arbitrator and be appointed as above.
4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar 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 Teamsters 986 LACOEHS 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 Teamsters 986 LACOEHS 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 Teamsters 986 LACOEHS. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

Teamsters 986 LACOEHS 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	Non-Discrimination
Implementation	Safety and Health
Term	Authorized Agents
Renegotiation	Provisions of Law

It is mutually agreed by the parties that Article 22, Legal Representation, will not be subject to either binding or advisory arbitration.

ARTICLE 26 EXPEDITED ARBITRATION

1. This is an alternative to the procedure set forth in Section 8, Arbitration, of Article 25, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her/their 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 Executive Office or any other County department, agency or commission, unless the arbitrator, in his/her/their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and Teamsters 986 LACOEHS will meet and attempt to implement the procedure within sixty (60) business days from the implementation of this Memorandum of Understanding.

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

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

B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel, and 3) there will be no post hearing briefs.

6. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her/their selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon Teamsters 986 LACOA EHS. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition	Safety and Health
Non-Discrimination	Payroll Deductions and Dues
Implementation	Leaves of Absence for Teamsters
Term	986 LACOEHS Business
Renegotiation	Authorized Agents
Provisions of Law	

ARTICLE 27 Teamsters 986 LACOA EHS REPRESENTATIVE/STEWARDS

Section 1. Teamsters LACOA EHS Representatives/Stewards

It is agreed and understood by the parties of this Memorandum of Understanding that Teamsters 986 LACOA EHS may designate Teamsters 986 LACOA EHS representatives/stewards to represent employees in the investigation of and processing of grievances subject to the following rules and procedures:

- a. Within 90 days of Board of Supervisors adoption of this MOU, Teamsters 986 LACOA EHS may select a reasonable number of Teamsters 986 LACOA EHS representative/stewards.
- b. On an annual basis, but no later than July 1 of each calendar year, Teamsters 986 LACOA EHS shall furnish to each department head an updated list of employees who have been selected as Teamsters 986 representatives/stewards. The written list shall identify the employee's name, classification, and assigned work areas.

The list shall be kept current by Teamsters 986 LACOA EHS at all times. A current copy shall also be filed with CEO Employee Relations.

- c. Teamsters 986 LACOA EHS will designate as a Teamsters 986 LACOA EHS representative/steward only employees who have passed an initial probation period and have been designated as permanent county employees.
- d. Teamsters 986 LACOA EHS representative/stewards will be permitted reasonable time off without loss of pay for the investigation of and processing of formal grievances.

- e. When leaving their work locations to transact such investigations or processing grievances, LACOEHS representatives/stewards shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business.

Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the LACOEHS representative/steward will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturdays, Sundays, and holidays, after the time of the LACOEHS representative's/steward's request unless otherwise mutually agreed to.

- f. Only that amount of time necessary to bring about prompt disposition of the matter will be utilized.

Section 2. Handling Grievances

- a. When requested by an employee, a Teamsters 986 LACOEHS representative/steward with permission of his/her/their supervisor, may investigate any alleged grievance in his/her/their assigned work area and assist in its presentation at a mutually agreeable time.
- b. After notifying and receiving approval of his/her/their immediate supervisor, a Teamsters 986 LACOEHS representative/steward may be allowed reasonable time off during working hours without loss of time or pay to process such grievances.

Such notification shall include the nature of his/her/their business for which time off is requested and the estimated time of his/her/their absence. The immediate supervisor will authorize the Teamsters 986 LACOEHS representative/steward to leave his/her/their work to process such a grievance unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the Teamsters 986 LACOEHS representative/steward of the reasons for the denial and establish an alternate time when the Teamsters 986 LACOEHS representative/steward can reasonably be expected to be released from his/her/their work assignment. The Teamsters 986 LACOEHS representative/steward shall notify his/her/their supervisor upon his/her/their return to work.

- c. When a Teamsters 986 LACOEHS representative/steward desires to contact an employee at his/her/their work location, the Teamsters 986 LACOEHS representative/steward shall first contact the immediate supervisor of that employee, advise him/her/them of the nature of this business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the Teamsters 986 LACOEHS representative/steward when he/she/they can reasonably expect to contact the employee.
- d. A Teamsters 986 LACOEHS representative/steward interview or discussion with an employee on County time will be handled expeditiously so as not to unduly interrupt work operation.

- e. The time authorized for a Teamsters 986 LACOEHS representative/steward to handle an employee's grievance will be recorded by the Teamsters 986 LACOEHS representative/steward on forms made available by his/her/their department. The original of the form will be forwarded to the department's personnel office, and a copy retained by the Teamsters 986 LACOEHS representative/steward.
- f. Teamsters 986 LACOEHS agrees that a representative/steward shall not log compensatory time or premium time for the time spent performing any function of a Teamsters 986 LACOEHS representative/steward.

ARTICLE 28 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Teamsters 986 LACOA EHS 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 Teamsters 986 LACOA EHS has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Teamsters 986 LACOA EHS may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer. Such written request shall be submitted within (30) business days from the occurrence of the matter on which a complaint is based or within (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Teamsters 986 LACOEHS shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her/their authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to Teamsters 986 LACOEHS in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 25, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 25, 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 25 of this Memorandum of Understanding.

Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a

significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 25 hereof.

ARTICLE 29 WORK ACCESS

Authorized Teamsters 986 LACOA EHS representatives/stewards may be given access to work locations during working hours to conduct Teamsters 986 LACOA EHS grievance investigations and observe working conditions. Teamsters 986 LACOA EHS representatives/stewards desiring access to a work location hereunder shall state the purpose of his/her/their visit and request the Department Head's or his/her/their designee's authorization a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Teamsters 986 LACOA EHS agrees that, during the visit, its representatives will not interfere with operations of a department, or the work duties of any employee, or any facility thereof.

Teamsters 986 LACOA EHS shall give to all Department Heads with employees in this Unit and the Chief Executive Office of the County of Los Angeles an updated list upon contract ratification, and no later than July 1 of each calendar year thereafter, of all authorized representatives/stewards, which list shall be kept current by Teamsters 986 LACOA EHS. Access to work locations will only be granted to representatives/stewards on the current list.

ARTICLE 30 WORK SCHEDULES

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

Section 1. Work Week

For the purposes of work schedules, the standard work week for employees in this unit is 40 hours in a seven consecutive day period, typically worked in five (5) consecutive eight (8) hour workdays, except as defined by Management and as provided in Article 12 – Special Pay Practices. Pursuant to Fair Labor Standards Act regulations once established the work week may not be changed indiscriminately to avoid payment of overtime.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 3), employees' work schedules shall not be changed without notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without notice to the employee at least fifteen (15) workdays prior to the date the change is to be effective.

Section 3. Emergencies

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

Section 4.

Prior to implementing alternative work schedules, including but not limited to four (4) ten (10) hour workdays per week, Management will consult with Teamsters 986 LACOA EHS.

Section 5.

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day- 40 hour week schedule. Management will respond to an employee's request within 20 business 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.

It is understood that non-exempt employees will not be eligible to request the nine (9) day- 80-hour two-week work schedule.

ARTICLE 31 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise Teamsters 986 LACOA EHS of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Executive Officer, the Employee Relations Division will arrange to meet with representatives of Teamsters 986 LACOA EHS to advise them of this action within five (5) days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 32 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

The County will honor employee authorizations for dues deductions as required by provisions of the Government code.

Each pay period, Teamsters 986 LACOEHS, or its authorized agent, shall provide the County with an “authorized deduction report” which includes names of bargaining unit members who have authorized deduction of Union dues and other proper deductions, and the aggregated amount to be deducted.

The County shall make the dues and other applicable deductions from the employee’s paychecks and remit such deductions to the Teamsters 986 LACOEHS or their authorized agent via Electronic Funds Transfer (EFT) once per pay period with the corresponding deduction report.

A. Implementation

The effective date of deducting Union dues shall be the first pay period following thirty (30) working days of employment or the pay period this Article become implemented for current employees, whichever is later.

Section 2. Security Clause

Any employee in this unit who has authorized Teamsters 986 LACOEHS 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 deductions made by the County during the term

of this agreement; provided, however that any employee in the unit may terminate such Teamsters 986 LACOA EHS dues by notifying Teamsters 986 LACOA EHS of their termination of dues deductions.

The Union will provide the County's Auditor–Controller with the appropriate documentation to process these dues cancellations within ten (10) business days of employee termination notification.

Section 3. Indemnification Clause

Teamsters 986 LACOA EHS 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. Teamsters 986 LACOA EHS certifies that it currently has and will maintain on file individual employee authorizations for all payroll deduction requests made to the County Auditor-Controller.

List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary classification, and work location of all employees who enter the Bargaining Unit and are subject to this agreement.

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

ARTICLE 33 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means, and personnel by which the County's operations are to be conducted, to reorganize any County department during the term of this agreement; however, management shall at the earliest time possible meet and confer with Teamsters 986 LACOEHS the impact of any decision to reorganize when such issues are not covered by Civil Service Rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 34 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 Teamsters 986 LACOEHS nor Management nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 35 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by Teamsters 986 LACOEHS, 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 Teamsters 986 LACOEHS fails to exercise good faith in halting the work interruption, Teamsters 986 LACOEHS 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 36 FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement between parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. It is agreed and understood that each party hereto waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

With respect to other matters within the scope of negotiations, negotiations may be required within the term of this agreement as provided in the Section below:

Section 1.

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

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting employees in the Unit.

Where Management finds it necessary to make such changes, it shall notify the Union indicating the proposed change prior to its implementation.

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

The phrase “significantly large number” shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Environmental Health Specialist II and Environmental Health Specialist III.

Any agreement from such a negotiation shall be executed in writing by all parties, hereto, and if required, approved, and implemented by the County’s Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreements may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed changes are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 2.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 3.

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

- 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 enforcements of all its terms and provisions.

ARTICLE 37 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 Executive Officer or his/her/their duly authorized representative (Address: 500 West Temple, #774-A, Los Angeles, California 90012; Telephone: (213) 974-1101), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Los Angeles County Association of Environmental Health Specialists (Teamsters 986 LACOEHS), shall be the Chairperson of the Board of LACOEHS or duly Authorized representative (Address: Teamsters 986 LACOEHS Chairperson, c/o California Teamsters Local 986, 9900 Flower St., Bellflower, CA 90706, Telephone: (562) 595-4518).

ARTICLE 38 PROVISIONS OF LAW

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

ARTICLE 39 JOINT LABOR-MANAGEMENT COMMITTEE

During the term of this agreement a Joint Labor/Management Advisory Committee shall be formed to discuss Environmental Health issues. The reports of this committee shall be advisory in nature and shall not be binding on any of the parties. Said committee shall consist of four members appointed by Teamsters 986 LACOA EHS as well as the Teamsters 986 staff representative and four members appointed by the County; a representative from CEO Employee Relations may attend such meetings on occasion. Employees shall be released to attend committee meetings on County time.

The committee meet every other month, for a period not to exceed two hours; one hour of which may be used for the purposes of a management/union caucus.

By mutual consent, the parties may meet more frequently, and additional issues of concern may be studied by this committee.

A. Safety and Health Joint Labor Management Committee

Effective January 1, 2023, the parties mutually agree the Safety Committee referenced in Article 16 – Section 4, of the MOU, shall meet every other month, for a period not to exceed two hours; one of which may be used for the purposes of a management/union caucus, alternate to the JLM referenced above.

ARTICLE 40 ENHANCED VOLUNTARY TIME OFF (EVTO)Program Description:

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

Program Requirements:

Implementation of the provisions of the Enhanced Voluntary Time-Off Program within each department shall be subject to prior authorization by the Chief Executive Officer. The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of Enhanced Voluntary Time-Off Program.

- EVTO shall be available to employees only upon Board approval.
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her/their designee.
- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his/her/their EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:

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

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

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

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

An employee may take a total of one year of EVTO with the following parameters:

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

After the first 60 days of EVTO, the 60 day EVTO benefit guarantees will not apply.

Retirement service credit will not accrue during this period.

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

FLSA Exempt employees must request EVTO in full workday increments.

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

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

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

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

EVTO will be actively encouraged by Management and Teamsters 986 LACOEHS in order to achieve savings.

Special Unpaid Voluntary Time-Off

(60-Day Program)

Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit
 Contributions Step Advance
 Retirement Service
 Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement
 Leave Witness
 Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

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

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

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

ARTICLE 41 ANNUAL VEHICLE MAINTENANCE

Effective January 1, 2023, Department of Public Health (DPH) employees covered by this MOU who perform full-time field work and are certified mileage permittees shall receive up to four (4) hours of County time per contract year for the purpose of personal vehicle maintenance. Said four (4) hours must be requested in writing, and in advance of use of this time. It is understood by the parties that management must approve this time for an employee's leave to be covered by this article.

Mileage permittees who are required to operate a personal vehicle as a condition of employment who are involved in an accident and sustain vehicle damage during work hours will be granted up to two (2) hours of additional time to address the issue. Covered incidents include, but are not limited to, flat tires, repair estimates, damage from road hazards, and accidents involving other vehicles. Employees shall provide documentation of repairs, services, or work orders to management in a timely manner and include such documentation with their time sheet submission.

No request shall be unreasonably denied.

There shall be no carry over of time.

Section 2. Reservation and Use of DPH Pool Vehicle Pilot Program

DPH agrees to establish a pilot program to evaluate the effectiveness, cost, and utilization of limited departmental pool vehicle access for designated classifications whose duties require field travel. The pilot program is intended to commence July 1, 2026 and is intended

to continue through September 30, 2028, unless modified, extended, or discontinued based on operational or budgetary considerations.

During the pilot period, DPH will review program costs and utilization at the conclusion of each fiscal year to assess program outcomes and inform any appropriate adjustments or future decisions regarding continuation of the pilot. DPH may suspend or discontinue the pilot prior to the sunset date if unforeseen budget impacts arise or if budgetary constraints require the sale, reduction, or reallocation of available pool vehicles.

DPH may, at its sole discretion, make departmental pool vehicles available on a limited, first-come, first-served basis to Environmental Health Technician (Item No. 5668), EHS I (Item No. 5670), EHS II (Item No. 5671), EHS III (Item No. 5672), EHS IV (Item No. 5673), EHSS (Item No. 5675), Industrial Hygienist (Item No. 4382), Principal Radiation Protection Specialist (Item No. 5776), Radiation Protection Specialist (Item No. 5772), and Senior Radiation Protection Specialist (Item No 5774) who are certified mileage permittees, when an employee is unable to operate their personal vehicle due to maintenance or repair and travel is an essential job responsibility. Pool vehicles shall not be used as a permanent replacement for, or alternative to, an employee's personal vehicle.

Employees must request and receive supervisory approval in advance of reserving and checking out a DPH pool vehicle. Approval may be granted on a case-by-case basis and shall be limited to situations in which an employee's personal vehicle is unavailable due to maintenance or repair. Availability of a DPH pool vehicle is not guaranteed and shall be

determined based on operational need, vehicle availability, and supervisory approval. Nothing in this provision shall be construed to create a right or entitlement to the use of a pool vehicle.

Supervisory determination regarding employee eligibility, approval, reservation, or checkout of a pool vehicle shall be final and shall not be subject to Article 25 - Grievance Procedure.

DPH pool vehicles shall be loaned one day at a time. Employees are responsible for arranging pickup of the vehicle prior to the start of their shift and returning the vehicle to the designated County location at the end of each shift. Employees shall not take pool vehicles home, retain vehicles overnight, use vehicles for personal purposes, or travel outside of Los Angeles County.

Time associated with pickup or drop-off of a pool vehicle shall not constitute compensable overtime and shall not result in additional compensation. Employees shall not receive mileage reimbursement for the pickup or drop-off of pool vehicles.

Management reserves the right to establish, modify, or discontinue procedures related to pool vehicle reservation, checkout, and use, consistent with departmental and County guidelines.

This provision applies only to DPH pool vehicles and does not extend to, modify, or create obligations related to Countywide fleet and/or pool vehicle programs.

ARTICLE 42 TELEWORKSection 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to an employee. Employee requests to telework are subject to the approval of management. The department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the Teleworker of the department at any time. If a telework assignment is terminated by management, the teleworker shall be given a reason.

Section 3. Expand Telework Opportunities

Departments will make efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, the department will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all materials and equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a management responsibility.

ARTICLE 43 DIGNITY AND PROFESSIONALISM IN THE WORKPLACE

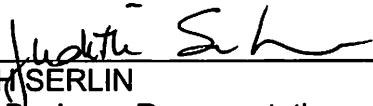
Teamsters 986 LACOA EHS and management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members. Labor and management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

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

LOS ANGELES COUNTY ASSOCIATION
ENVIRONMENTAL HEALTH
SPECIALISTS
(Teamsters 986 LACOAHS)

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By



JUDITH SERLIN
Senior Business Representative

By Joseph M.
Nicchitta

Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:49:43
-07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

By



CARLOS RUBIO
Senior Business Representative

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this day of 29th of
September 2026,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to
as "County"),

AND

International Union of Operating Engineers, Local
501, AFL-CIO (hereinafter referred to as "Union").

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ARTICLE 1 RECOGNITIONSection 1. General

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, International Union of Operating Engineer, Local 501, AFL-CIO, was certified on October 2, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-9-69) as the majority representative of County employees in the Plant Operating Engineers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Union as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in ARTICLE 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

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

ARTICLE 2 PURPOSE

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

ARTICLE 3 IMPLEMENTATION

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

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the County Code, required to implement the full provisions of ARTICLES; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

Such implementation shall be effective as of date of adoption by County's Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum of Understanding not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in ARTICLE 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at Midnight on September 30, 2028.

It is expressly understood that all ARTICLES in this Memorandum of Understanding shall expire and otherwise be fully terminated at Midnight on September 30, 2028, except that ARTICLE 4, Term; ARTICLE 1, Recognition; ARTICLE 7, Salaries; and ARTICLE 22, Grievance Procedure shall continue in effect until such time as a successor Memorandum of Understanding is negotiated between the parties.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period April 15, 2028 through May 15, 2028 its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding, with the exception of salary proposals which shall be presented no later than June 1, 2028.

Negotiations shall begin no later than thirty (30) days after such receipt of notice and proposals. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the International Union of Operating Engineers, Local 501 and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliations, disability status, or other factors not directly related to the successful performance of the job.

ARTICLE 7

SALARIES

Section 1.

Ratification Payments

- \$5,000 effective upon ratification of the contract
- \$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

- 2.0% COLA effective October 1, 2026 or first pay period following Board adoption, whichever is later.
- 5.0% COLA effective October 1, 2027

A. Salaries

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7180	ASSISTANT DAM OPERATOR	CURRENT	NO	91K	5051.27	6447.55
		10/01/2026	NO	92G	5152.36	6576.09
		10/01/2027	NO	94E	5412.45	6908.36
7222	ASST WASTEWATER TREATMENT PLANT OPR	CURRENT	NO	90D	4844.00	6183.09
		10/01/2026	NO	91A	4940.00	6306.00
		10/01/2027	NO	92K	5190.55	6624.64
7183	DAM OPERATOR	CURRENT		F		7212.81
		10/01/2026		F		7357.07
		10/01/2027		F		7724.92
7197	STATIONARY ENGINEER I	CURRENT		F		8169.00
		10/01/2026		F		8332.38
		10/01/2027		F		8749.00
7198	STATIONARY ENGINEER II	CURRENT		F		8831.32
		10/01/2026		F		9007.95
		10/01/2027		F		9458.35
7196	STATIONARY ENGINEER APP(1ST YEAR)	CURRENT		F		5519.62
		10/01/2026		F		5630.01
		10/01/2027		F		5911.51
7196	STATIONARY ENGINEER APP(2ND YEAR)	CURRENT		F		6402.72
		10/01/2026		F		6530.77
		10/01/2027		F		6857.31
7196	STATIONARY ENGINEER APP(3RD YEAR)	CURRENT		F		7285.90
		10/01/2026		F		7431.62
		10/01/2027		F		7803.20
7196	STATIONARY ENGINEER APP(4TH YEAR)	CURRENT		F		8169.00
		10/01/2026		F		8332.38
		10/01/2027		F		8749.00
7200	STATIONARY ENGINEER CONTROLS SPEC	CURRENT		F		9383.30
		10/01/2026		F		9570.97
		10/01/2027		F		10049.52

7193 STATIONARY ENGINEER HELPER	CURRENT	NO	89D	4714.18	6017.73
	10/01/2026	NO	90A	4808.00	6137.00
	10/01/2027	NO	91K	5051.27	6447.55
7194 SUPVG STATIONARY ENGINEER HELPER	CURRENT	NO	94D	5399.09	6891.27
	10/01/2026	NO	95A	5506.00	7028.00
	10/01/2027	NO	96K	5784.64	7383.82
7224 WASTEWATER TREATMENT PLANT OPERATOR	CURRENT		F		8831.32
	10/01/2026		F		9007.95
	10/01/2027		F		9458.35

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.
- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

Joint Labor Management Financial Committee (JLMFC) – CCU Member Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided on and prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating Union, the CCU Chairperson, CCU staff and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the Memorandum of Understanding on September 30, 2028.

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

B. If no performance review is filed as defined in Section 2.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 Section 2.A. above, the employee may request their Department Head in writing to issue a performance evaluation. The Department Head shall issue a performance evaluation within five (5) days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

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

1. Where no performance evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such performance evaluation within ten (10) days after the grievance is filed with the Department of Human Resources the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to their step advance anniversary date.
2. Where the Department Head issues a performance evaluation upon request of the Department of Human Resources and said performance evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to their step advance anniversary date.
3. Grievance based on an improvement needed performance evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days.

Appeals from a Department Head decision shall be processed in accordance with Civil Service Commission Rules.

- D. During the term of this agreement should any changes be made in the existing categories of performance evaluation which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of performance evaluations.

Section 3.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and mutually agreed to by the parties.

Further, the parties agree that said salaries were negotiated in compliance with Government Code Section 53248 and determined independently of race, gender, age, or national origin. To the extent that the County has any legal duty to determine the comparability of the value of work performed by an employee or group of employees covered by this agreement, the parties agree that the County has performed such duty. It is intended that disputes arising out of the interpretation of this ARTICLE shall be subject to the provisions of ARTICLE 26, Full Understanding, Modifications, Waiver.

ARTICLE 8 SPECIAL PAY PRACTICESSection 1. Call Back

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

- B. If an employee is unexpectedly called in within two (2) hours before the start of the regularly scheduled shift, it shall be considered an early shift start and not a call back. The employee shall be permitted, if work is available in the employee's classification, to work to the end of the regularly scheduled shift. The employee shall be given the option to work eight (8) hours rather than to end of shift but must inform supervision of their decision upon reporting to work.

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

Compensation for such a call back shall be a minimum payment equivalent to four (4) hours of premium overtime pay.

Section 2. Shift Differential

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

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

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

A night shift is a shift at least five eighths of which fall between the hours of 9 p.m. and 8 a.m.

Effective October 1, 2018, all employees in the Unit assigned to a regularly established evening shift shall be paid at the rate of one dollar and 25 cents (\$1.25) above the established rate for the classification.

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

Effective October 1, 2018, all employees in the Unit assigned to a regularly established night shift shall be paid at the rate of one dollar and 35 cents (\$1.35) above the established rate for the classification.

A night shift is a shift at least five eighths of which fall between the hours of 9 p.m. and 8 a.m.

Section 3. Standby Pay

Effective July 1, 2001, all employees in the Unit who are assigned regularly scheduled periods of authorized standby service during off-duty hours shall be paid additional compensation at the rate of seventy-five cents (\$0.75) per hour for each hour of such standby service not to exceed two hundred dollars (\$200.00) a month. Employees residing at their work site are excluded from this provision.

Effective July 1, 2016, all employees of the Department of Health Services, Internal Services Department, and the Department of Public Works in the Unit who are assigned regularly scheduled periods of authorized standby service during off duty hours shall be paid additional compensation at the rate of seventy-five cents (\$0.75) per hour for each hour of such standby service not to exceed three hundred dollars (\$300.00) a month. Employees residing at their work site are excluded from this provision.

Section 4. Relief Engineer Bonus

Effective July 1, 2001, any Stationary Engineer assigned as relief engineer shall be paid at the rate of ninety cents (\$0.90) per hour above the established rate for the class for actual hours worked.

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

Effective July 1, 2016, any stationary engineer assigned as relief engineer shall be paid at the rate of one dollar fifty cents (\$1.50) per hour above the established rate for the class for actual hours worked.

Section 5. Wastewater Treatment Plant Operator Relief Bonus

Effective July 1, 2001, a permanent full-time employee in the class of Wastewater Treatment Plant Operator (#7224) assigned as a relief Wastewater Treatment Plant Operator shall be paid at the rate of ninety cents (\$0.90) per hour above the established rate for the class for actual hours worked in relief.

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

Section 6. Manpower Shortage Payment for Accumulated Holiday Leave

The parties agree that when the Chief Executive Officer determines that a critical manpower shortage of Stationary Engineers exists in the Power Plant Division, Stationary Engineers assigned to said Division shall be compensated for accumulated holiday leave at the straight time rate established for their class in ARTICLE 7 of this agreement.

Section 7. Compensation for Holidays Worked

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

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

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

Section 8. Miscellaneous

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

Section 9. Relief Dam Operator Compensation

- A. Effective July 1, 2001, whenever any employee of the Public Works Department is assigned by the Department Head as a relief operator at a County Flood Control dam and, as part of such assignment, is required to remain on immediate call at a dam site beyond their regular workday, they shall receive, in lieu of overtime or compensation provided in the County Code, a forty five dollars (\$45.00) payment for each twenty-four (24) hour period that they are on duty and/or engaged to wait at such remote County property.

Such payment shall not be made unless such employee remains on immediate call for the entire twenty-four (24) hour period for work at a site which is not the employee's regular assignment. In case such employee is relieved due to personal emergency, the employee will receive the forty-five dollars (\$45.00) payment if they have completed more than half of the twenty-four (24) hour assignment.

- B. The parties mutually agree that during the term of this Memorandum of Understanding, persons employed in the County Department of Public Works who are assigned as Relief Dam Operators and are required to remain on a dam site

for periods of twenty-four (24) hours or longer shall, in addition to the compensation provided in Section 9-A, receive additional compensation as determined by the following:

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

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

3. Two (2) hours of each twenty-four (24) hour period shall be for three (3) designated meal periods consisting of one (1) hour meal period and (2) two half ($\frac{1}{2}$ -) hour meal periods and shall not constitute time worked unless a meal period is interrupted by work requirements. Any meal period interrupted by work assignments shall be counted as work time. Any meal period counted as work time shall be compensated for in the manner required by the Fair Labor Standards Act.

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

Section 10. Cogeneration - Hydroelectric Operation/Maintenance Bonus

- A. The parties agree jointly to recommend to the County's Board of Supervisors that effective July 1, 2001, all employees in the Unit who are assigned cogeneration or hydroelectric operating/maintenance duties shall be paid additional compensation at the rate of one dollar and fifty cents (\$1.50) per hour for each hour of such duties.
- B. The parties agree jointly to recommend to the County's Board of Supervisors that effective January 1, 2016, all employees in the Unit who are assigned cogeneration operating/maintenance duties shall be paid additional compensation at the rate of two dollars (\$2.00) per hour for each hour of such duties.
- C. The parties agree jointly to recommend to the County's Board of Supervisors that effective January 1, 2016, Dam Operators and Assistance Dam Operators shall be paid additional compensation at the rate of three dollars (\$3.00) per hour for each hour the Operators are assigned to Hydroelectric Operations while the hydroelectric generator is in service and for each hour when duties are performed when the hydroelectric generator is not service.

Section 11. Meal Pay

Effective January 1, 2007, upon Management's approval, an employee in a post shift assignment who is required to remain on duty to cover an additional unscheduled shift of four (4) or more hours will receive compensation for a meal, not to exceed fifteen dollars (\$15.00)

Section 12. Assignment of Additional Responsibilities

Any permanent full-time employee shall be entitled to additional compensation of five percent (5%) above the established base rate for their classification for the performance of additional responsibilities which are assigned or approved by the Department Head and approved by the Chief Executive Office.

This additional compensation shall begin on the first (1st) day additional responsibilities are performed and shall end on the day the additional responsibilities are no longer performed. In no event shall an employee receive compensation pursuant to this Section and receive the Out- of- Class Bonus pursuant to Article 10, Out-of-Class Assignments for the same assignments.

Section 13. Professional License Re-imbursement Internal Services Department (ISD)

- A. Effective October 1, 2018, Internal Services Department shall reimburse the following classifications renewing professional licenses listed below:

- 7198 Stationary Engineer II
- 7200 Stationary Engineer Controls Specialist
- 7224 Wastewater Treatment Plant Operator

Professional Licenses:

Wastewater Treatment Plant Operator Grades I, II, III, IV, & V

Drinking Water Operator Certification Renewal

City of Los Angeles Department of Building and Safety
Unlimited Steam Engineer License

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

- B: Effective October 1, 2022, Public Works shall reimburse the following classifications renewing professional licenses listed below:

- 7198 Stationary Engineer II
- 7200 Stationary Engineer Controls Specialist
- 7224 Wastewater Treatment Plant Operator

Professional Licenses:

Wastewater Treatment Plant Operator Grades I, II, III, IV, & V

Drinking Water Operator Certification Renewal

City of Los Angeles Department of Building and Safety Unlimited Steam Engineer License

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

Section 14. Public Works – Handling of Hazardous Chemicals

Effective October 1, 2023, any permanent full-time employee who is assigned by Management to handle specific hazardous chemicals with a health classification of at least class three (3) (high toxicity) or higher, (select disinfectants, biocides, corrosive inhibitors, and de-scalers), is eligible for a monthly bonus of one hundred dollars (\$100.00).

ARTICLE 9OVERTIMESection 1.Compensation

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

- A. The County will pay overtime for all hours worked in excess of forty (40) in one (1) 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 their regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Section 2.Distribution of Overtime

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

Section 3. Management Authority

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

Section 4.

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

ARTICLE 10 OUT-OF-CLASS ASSIGNMENTSSection 1. Definitions

- A. For the purpose of this ARTICLE, an out-of-class assignment is the full-time performance of all the significant duties of an allocated funded position in a one (1) class by an individual in another class.
- B. The amount of the bonus shall be two (2) 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 five percent (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 twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:
1. appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date the request for relief, no bonus under this ARTICLE is to be paid; or

2. return the employee to an assignment in their own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this ARTICLE is to be paid; or
3. pay the employee the bonus. The bonus is paid from the date of request for relief, they perform the out-of-class assignment and terminates when the Conditions of this ARTICLE are no longer met.

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

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

Section 3. Special Provisions

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

- B. Nothing in this ARTICLE shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
- C. It is agreed that the provisions of this ARTICLE will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request, a written confirmation of their out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

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

ARTICLE 12 LEAVES OF ABSENCESection 1. Pregnancy Leave

The parties agree that Departmental Management shall grant leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents them from performing the duties of their positions. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Executive Office and by the Department Head.

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

Section 2. Military Leave

The provision of the LA Angeles County Code Section 6.20.080(c) and applicable law, shall apply to the employees in the bargaining unit covered by Memorandum of Understanding.

Section 3. Jury Duty

During the time an employee is actually reporting to the court for jury duty and following receipt of Certificate of "Jury Service" (Jury Form 4), the Department Head or their designee will convert the employee's unusual shift to a regular five (5) day, Monday through Friday, day shift basis.

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

Section 4. Witness Leave

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

Section 5. Coalition of County Unions (CCU) Fringe Benefits

Provisions for the following leaves can be found in the CCU Fringe Benefits Memorandum of Understanding:

- Sick Leave
- Bereavement leave
- Family Medical Leave
- Injury Leave

Section 6. Employee Organization Leave

Upon written request of the Union to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave, one (1) employee in the bargaining unit, where conditions permit, may be a leave of absence without pay in accordance with Civil Service Rules. Said leave of absence shall not exceed thirty (30) days, unless mutually agreed upon by both parties. Leaves shall be primarily for the purposes of conducting Union Business with the County of Los Angeles. Except by mutual consent, no more than one (1) employee shall be on such leave from any given Department.

The provisions of this Article do not apply to probationary and temporary employees.

ARTICLE 13 PAYROLL DEDUCTIONS AND DUESSection 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 on the Union submitted certified list of dues paying members. In the event of additions or subcontractors to the Union certified list, the Union shall submit either a new Union certified list or by an amendment to the current Union certified list.

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.

The amount of the dues shall be determined by Union, and the County shall implement any change in the first (1st) pay period which commences thirty (30) days after the County receives written notice of the change from the Union.

Section 2. List of New Employee/Separations

Each Department with employees in this Unit will furnish the Union with a list of new employees/separations. The list shall contain the name, date of hire into the Unit, salary, classification, and work location and personal address, personal email, and personal phone number (to the extent this information is kept on file) of all employees who enter the bargaining unit and are subject to this agreement. Such list shall include new hires, returnees from unpaid leaves, and employees promoted, demoted or transferred into the

bargaining unit. The list shall also contain information which includes the names and effective dates of employees leaving this bargaining unit.

Section 3. Indemnification Clause

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

Section 4. Medical Trust

CCU has established a trust (the "CCU Trust") for the purposes of providing certain post-retirement health benefits through a retiree medical expense reimbursement plan ("Plan") to certain employees represented by CCU and their tax dependents. If the County agrees to participate in the CCU Trust and Plan by facilitating the transfer of mandatory employee salary-deduction contributions to the CCU Trust pursuant to the terms of the 2018 CCU Fringe Benefit Memorandum of Understanding ("Fringe MOU") and pursuant to an agreement with the trustees for the CCU Trust addressing administrative issues ("Special Agreement"), then BU 401 authorizes the County to permit the trustee (or its agent or delegate) to access the County's payroll system to (i) deduct twenty-five dollars (\$25) on a pre-tax basis from the paychecks of employees represented by BU 401 who are designated below as eligible to contribute to the CCU Trust and Plan ("Eligible Employees") and (ii) mandatorily contribute those deducted amounts to the CCU Trust on behalf of those Eligible Employees ("Mandatory Contributions").

Individual employees shall not have the ability to opt in or out of these Mandatory Contributions. Such Mandatory Contributions shall be made in accordance with and subject to the Fringe MOU and the Special Agreement. Any payroll deductions made pursuant to this Memorandum of Understanding shall begin as soon as practicable, but no earlier than six (6) months after both the Special Agreement and Fringe MOU have been executed and shall continue until modified by a new or amended BU 401 Memorandum of Understanding.

For purposes of Mandatory Contributions to the CCU Trust, BU 401 designates the following as Eligible Employees: full-time, permanent or recurrent employees represented by BU 401 and who are first hired by the County on and after July 1, 2014.

The paystub for each Eligible Employee shall include a description of the deduction as required by the California Labor Code.

This Article will become effective upon mutual agreement between the Parties.

ARTICLE 14 UNIFORMS

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

A. Sheriff's Department:

Where Management requires employees in the Unit to wear specific and distinctive uniforms, such uniforms will be provided by Management as an initial issuance of five (5) shirts, five (5) trousers, and one (1) jacket. Management agrees to replace annually up to five (5) shirts and five (5) trousers. Upon Management approval, jackets will be replaced as necessary due to wear, fit, or condition.

B. Department of Public Works:

With Management approval, employees represented by MOU 401 may receive reimbursement for the purchase of work boots. Reimbursement amount shall not exceed one hundred and fifty dollars (\$150.00) per pair of boots.

Reimbursement is contingent upon suitability and job-appropriateness of the work boots, which will be solely determined by the supervisor in consideration of operational needs, and safety standards which includes, but is not limited to departmental policy, rules, and regulations, such as those established by the American National Standards Institute, American Society of Testing and Materials, and Cal/OSHA.

Replacement of safety work boots will be provided on an as needed basis based upon Management approval.

ARTICLE 15 SPECIAL PROVISIONS

A. (1) The County agrees to maintain a minimum 154 position workforce comprised of not less than the following:

- (a) 18 Stationary Engineer Helpers; 9 in Health Services; 8 in Internal Services; 1 in the Sheriff's Department.
- (b) 1 Stationary Engineer I in the Department of Public Works.
- (c) 127 Stationary Engineer II; 57 in Health Services; 45 in Internal Services; 24 in the Sheriff's Department; 1 in the Department of Public Works.
- (d) 8 Stationary Engineer Control Specialist; 5 in Internal Services; 2 in Health Services; 1 in the Sheriff's Dept.

This workforce is to operate and perform normal maintenance at the facilities listed in paragraph C below. Not more than three (3) of the Stationary Engineer II positions may be filled at the Stationary Engineer I level.

(2) The Department of Public Works will maintain the following number of funded positions for the duration of this Memorandum of Understanding:

Item 7180 - Assistant Dam Operator - 11 positions

Item 7183 - Dam Operator - 10 positions

B. The parties agree that should the County open, close, modify or convert any power plant facility or Flood Control Dam during the term of this Agreement; they shall negotiate on appropriate staffing to modify paragraph A above. If agreement on staffing is not reached within a reasonable period of time, Management will establish the staffing pattern it considers appropriate, subject to the grievance procedure, ARTICLE 22 of this agreement.

C. Facilities in place and operating on the effective date of this agreement:

1. Health Services -

Harbor General Hospital Plant

Olive View Hospital Plant

LAC/USC Medical Center – all buildings comprising of five (5) zones and LAC/USC Medical Center Plant

Rancho Los Amigos Hospital Steam and refrigeration Plant

2. Internal Services -

Central Heating and Refrigeration Plant

Dorothy Kirby Center Plant

Los Padrinos Juvenile Hall Plant

Martin Luther King, Jr. /Drew General Hospital Plant

Peter Pitchess Power Plant

Public Social Services Plant

Barry J. Nidorf Juvenile Hall Plant

3. Sheriff's Department -

Century Regional Detention Facility (CRDF)

Twin Towers Center Plant

Men's Central Jail (MCJ)

North County Correctional Facility

D. It is agreed that the filling of positions in paragraph A above is subject to the ability of the County to recruit competent employees. To this end, the Union agrees to assist the County by referring competent prospective employees.

E. Examinations

The parties agree that vacancies occurring in classes in the Plant Operating Group represented by a Certified Bargaining Unit shall be filled by examination in accordance with applicable Civil Service Rules and that said examination shall be on either an Open Competitive or an Interdepartmental basis.

F. Promotions

The parties agree that any Stationary Engineer I employed by the Internal Services Department pursuant to paragraph A above must qualify for promotion to the class of Stationary Engineer II within six (6) months after meeting any minimum experience requirements.

G. Apprenticeship & Training

The parties agree jointly to recommend to County's Board of Supervisors that the County through the Department of Human Resources contract for apprentice and

journeyman training with the Southern California Operating and Maintenance Engineer, Local 501 Apprenticeship Training Trust Fund commencing July 1, 1984. Effective July 1, 2001, the contract amount shall not exceed one hundred and thirty-five (\$135.00) per journeyman Stationary Engineer II employee per year, based on the Stationary Engineer II Position count in Section A. of the ARTICLE as of July 1. Effective July 1, 2002, the contract amount for apprentice and journeyman training shall not exceed one hundred and sixty-six dollars and forty cents (\$166.40) per journeyman Stationary Engineer II employee per year in accordance with the aforementioned conditions. In consideration, the County shall be made available fifty (50) apprentice training slots and as many journeyman training slots as are available, on a first come first serve basis.

The parties further agree that the County is to be the sole determinant as to the number of apprentices employed by the County.

1. Apprentices will be required to remain in good standing (coursework and on-the-job training) in accordance with the State of California, Department of Industrial Relations (DIR), Division of Apprenticeship Standards (DAS) and the Operating & Maintenance Engineers Apprenticeship & Training Trust Fund for Southern California Apprenticeship Program and successfully:
 - Complete the Operating & Maintenance Engineers Apprenticeship & Training Trust Fund for Southern California Apprenticeship Program as per the Operating & Maintenance Engineers Apprenticeship & Training Trust Fund for Southern California Apprentice Agreement and Apprenticeship Standards;

- Attain a Certificate of Completion from the State of California, Division of Apprenticeship Standards;
 - Attain the Environmental Protection Agency (EPA) 608 Universal Certification, before the completion of the Operating & Maintenance Engineers Apprenticeship & Training Trust Fund for Southern California Apprenticeship Program; and
 - Attain an Unlimited Steam Engineer's License issued by the City of Los Angeles' Department of Building and Safety before the completion of the Operating & Maintenance Engineers Apprenticeship & Training Trust Fund for Southern California Apprenticeship Program.
 - The Unlimited Steam Engineer's License and Environmental Protection Agency (EPA) 608 Universal Certification requirements are outside of the scope of the approved Apprenticeship Standards.
2. International Union of Operating Engineers, Local 501, Apprenticeship Program Coordinator or designee shall notify the appropriate County Department's Human Resources Manager or designee and County Department's Apprentice Coordinator, in writing, when a County apprentice has successfully advanced to the next step (e.g., 1st year, 2nd year, etc.) and of the coursework completed every semester in the Apprenticeship Program. If an apprentice is not in good standing (coursework and on-the-job training) at any point of the Apprenticeship Program, the International Union of Operating Engineers, Local 501, Apprenticeship Program Coordinator or designee shall notify, in writing, the appropriate County

Department's Human Resources Manager or designee and County Department's Apprentice Coordinator as soon as possible.

3. Los Angeles County Civil Service Rules shall be applicable to the MOU 401 Operating & Maintenance Engineers Apprenticeship & Training Trust Fund for Southern California Apprenticeship Program.

ARTICLE 16 SAFETYSection 1. Parties' Responsibilities

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

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

If the Steward is not satisfied with the response of the Safety Officer, a Local 501 Business Representative may consult with the Chief of the Workers' Compensation & Occupational Health Branch of the Department of Personnel or their designate. A representative of such Branch shall investigate the matter and advise the Department Head and Local 501 of their findings and recommendations, if any.

Section 2. Protective Clothing

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

B. Safety Committee

The parties agree that upon Local 501's request to the Department's Director, there shall be a Safety Committee created for that Department. The Safety Committee shall be comprised of two (2) representatives designated by Local 501, and two (2) Management representatives designated by the Department's Director or their designee.

The Committee shall have meetings on an as needed basis. Any member of the Committee may call meetings of the Committee upon notifying the other Committee members three (3) calendar weeks in advance.

The Committee shall have the authority to:

- (a) Develop its own internal procedures.
- (b) Meet on County time to review, assess, and prepare recommendations regarding:
 - i. Departmental safety policies and procedures.
 - ii. Department-issued personal protective equipment (PPE).
 - iii. Incidents or situations involving the Department's employee(s)' health or safety.
- (c) Make recommendations to the Department's Director on these matters.
- (d) Request the Department to conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

Section 3.

Management and Local 501 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Management shall acknowledge that no person operating any steam boiler or engine under a license required by LAMC Section 97.0201 shall be absent for more than ten (10) consecutive minutes while the steam boiler or engine is in operation, without leaving a licensed person in charge; nor shall any person, firm or corporation in control of the operation cause or permit the licensed person to be absent except as provided. Whenever any steam boiler or steam engine is operated within sight of the person having charge of the boiler or engine, or where the person has unobstructed access, the operation shall be deemed to comply with the requirements of this Section. (LAMC SEC. 97.0207 Steam boiler Licensed Engineer to be in charge.)

Section 4.

Management shall provide for adequate staffing so that employees in this Unit are not required, on a regular basis, to be scheduled more than one (1) shift in a twenty-four (24) hour period. Exceptions to this provision shall be made where necessary because of rotation of shifts or assignments of Relief Maintenance Engineers. Vacation times shall be scheduled in accordance with ARTICLE 18, Section K to avoid safety and health impact. Management shall fill behind any unscheduled absences due to illness or injury which can

be expected to exceed thirty (30) calendar days with temporary qualified employees as soon as possible.

Section 5. Safe and Adequate Parking

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

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

ARTICLE 17 TRANSFER

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

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

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

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

The foregoing language shall not supersede and/or replace the provisions of ARTICLE 15, Special Provisions, Section E, Examinations, of the Memorandum of Understanding.

D. Involuntary Transfer

When it becomes necessary to transfer an employee on an involuntary basis, the Department will make every effort to give the employee at least (ten)10 business days' written notice, prior to implementation date. Such notice may be waived by mutual agreement of both parties, confirmed in writing.

ARTICLE 18 WORK SCHEDULES AND RULES

- A. Work schedules are defined as an employee's assigned hours of the day, days per week and/or their shift rotation schedule.
- B. The workweek shall consist of five (5) consecutive workdays and two (2) days of rest exclusive of holidays, except for employees working a rotating shift schedule which shall average five (5) workdays and at least two (2) consecutive rest days per week exclusive of holiday.
- C. Eight (8) consecutive hours exclusive of standby time and an unpaid meal period of at least thirty (30) minutes for non-post positions shall constitute a day's work.
- D. Notification to affected employees of changes in work schedules shall be made at least five (5) working days in advance except for emergencies, or to meet unusual operational requirements, or by mutual agreement of both parties. Where changes in work schedule are made without the requisite five (5) working days' notice, excluding changes to meet emergencies and/or unusual operational requirements, employees will be compensated at the overtime rate defined in ARTICLE 9, Overtime, of this Memorandum of Understanding for all time worked on the new schedule during the five (5)-working-day notice period. Relief assignments and apprentices are not included in this Understanding. Work schedule changes shall not be made for disciplinary purposes.

Emergency, as used herein, is defined to mean an occurrence of a serious nature, developing unexpectedly, or requiring immediate action to protect life, safety, or health.

- E. Work schedules showing work shifts for the period January 15 of one year through January 14 of the following year, shall be posted on Bulletin Boards prior to the preceding December 1 and shall remain posted throughout the life of the schedule. Any modifications to work schedules shall immediately replace the current posting on Bulletin Boards.
- F. Eight (8) consecutive hours of work shall constitute the workday for post position employees. Whenever possible, the meal period shall be scheduled at the middle of the shift. Post position employees will be permitted time to eat on shift when conditions permit.
- G. When work can be interrupted, there may be a rest period which shall be taken at a time and place and in a manner determined by the employee's immediate supervisor. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours' work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure. Nor may it be regarded as accumulative if not taken. This Section shall not apply to post positions.

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

If an early shift is required to provide relief on Flood Control District dams, such employee shall be allowed to work to the end of this normal shift and shall be compensated in accordance with ARTICLE 9, Overtime.

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

1. Where Management is able to demonstrate a good faith effort to assign such duties to an available post position employee as referenced in Paragraph I above.
2. Where Management and the Union specifically agree otherwise.

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

- K. It is agreed that vacation schedules will be established on the basis of a ten (10) man vacation selection list exclusive of supervisors for each area. The names on this list will be rotated annually (e.g., #1 on the Vacation Selection List during the current year will be on the bottom of the list the following year; #2 will move up to #1, etc.). New employees will be added to the bottom of the list as they become eligible for vacation. Employees may exchange their place on the list during the current year, but this exchange will not affect their position on the list the following year. Employees may take a split vacation but choice for scheduling such a vacation from the Vacation Selection List will apply to the first part of the vacation only. Split vacations will be considered two (2) periods of time off. The first choice will be selected as indicated above. After all, first choice selections are made, the second choice, if any, will be made in the same numerical order.
- L. The standard work schedule in the Internal Services Department Power Plant Section shall be a rotating shift schedule.

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

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

2. No changes in vacation schedules are required except with the consent of all parties involved including Management.
3. All members of a crew must be agreeable to the change and must have resolved all shift assignments. For purposes of this Section, a crew is defined as all the employees assigned to operate a power plant or a section of power plant.
4. Unless the request for straight shift assignment is approved, Management shall consult with the employee representative on the impact of the request.
5. Approved requests for straight shift assignments shall be implemented at a mutually agreeable date and time. Approvals shall be valid for one (1) year and shall not be withheld upon request for renewal except as provided for in this Section.
6. The parties agree that if shift coverage and schedules cannot be maintained on a voluntary basis, Management shall consult with the employee representative prior to taking any action, time permitting.
7. Management shall consult with the employee representative prior to implementing changes in schedules caused by operational changes.

8. Stationary Engineers who routinely work on unsupervised straight shifts, in a facility where an unsupervised shift is the norm, may be required to work, for purposes of training and evaluation, at least five (5) but not more than ten (10) days in each twelve (12) month period on a normally supervised shift and that any other qualified Stationary Engineer employed in that same facility maybe assigned to the unsupervised shift for the duration of such training and evaluation.
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- M. In the scheduling of shifts and workweeks for Employees covered by this Memorandum of Understanding, Management agrees to abide by all the laws and protections accorded under the Fair Labor Standards Act, 29 U.S.C. 201, et seq.

ARTICLE 19 WORK ACCESS

A Business Representative of the Union shall have access to the County's facilities during working hours only for the purpose of investigating matters arising out of the application of this Memorandum of Understanding. They shall request authorization for the visit by contacting the Department Head or their designated representative two (2) hours prior to the visit. A shorter notification period may prove acceptable by mutual agreement between the parties.

The Union shall give to all Department or district Heads with employees in this Unit and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list.

ARTICLE 20 STEWARDS

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a maximum of twenty-five (25) Union Stewards. In instances where the absence of an employee for purposes described in this ARTICLE would create a hardship upon the County, the Union Business Representative shall be privileged to act on their behalf.

Additional Stewards may be approved by mutual agreement between the Department or district Head and the Union. The Union shall give each Department Head having employees in the Unit a written list of the names of employees selected as Stewards, which list shall be kept current by the Union. An alternate Steward may be appointed to function in the absence of the regular Steward.

The Union agrees that whenever investigation or the processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about prompt disposition of the matter will be utilized. Stewards desiring to leave their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform them of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. In this event, their release from work shall be made as soon as practical.

Prior to entering another work location, the Steward shall inform the supervisor in said work location of their presence. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be informed when the employee will be made available.

The Steward shall perform the aforementioned duties without loss of pay.

ARTICLE 21 BULLETIN BOARDS

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

- A. Union recreational, social and related news bulletins;
- B. Scheduled Union meetings;
- C. Information concerning Union elections or the results thereof;
- D. Reports of official business of Union including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the Department or District Head.

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

In cases where Union represents more than one (1) representation unit at a work location, the space described above will become the bulletin board space for all employees represented by Union at that work location.

Any work schedule revisions shall be posted on the bulletin Boards within twenty-four (24) hours or as soon as reasonable possible. All work schedules posted at the worksite shall include all zone, remote locations, or other such similar definition.

ARTICLE 22 GRIEVANCE PROCEDURESection 1. Purpose

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

Section 2. Definition

- A. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and their immediate supervisor.
- B. "Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.
- C. Grievance forms shall mean those forms now in use by various Departments except that such forms may be amended by mutual agreement of the parties.

Section 3. Responsibilities

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

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

- C. Department Management has the responsibility to:
 - 1. Inform an employee of any limitation of the Department's authority to fully resolve the grievance; and

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

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

Section 4. Waivers and Time Limits

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

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

- C. If an employee fails to appeal from one (1) level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

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

Section 5. Employee Rights and Restrictions

- A. The employee has the right to the assistance of a representative in the preparation of their written grievance and to represent him in formal grievance meetings.

- B. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent themselves from their duties to attend a grievance meeting.

- C. An employee may represent their grievance to Management on County time. In scheduling time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the Department.

Section 6. The Parties' Rights and Restrictions

- A. Only a person selected by the employee and made known to Management twenty-four (24) hours prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
- B. If the employee elects to be represented in a formal grievance meeting, the Department may designate a Management representative to be present at such meeting.
- C. The Union has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
- D. If the certified employee representative elects to attend any formal grievance meeting, they must inform Department Management prior to such meeting. The Department may also designate a Management representative to be present at such meeting.

Section 7. Procedure

A. Informal Complaint

1. Within ten (10) business days from the occurrence of the matter on which complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee should discuss their complaint in a meeting with their immediate supervisor. If the employee elects to have a representative attend such meeting, the supervisor may elect to have another Management representative present.
2. Within ten (10) business days from the date of such discussion, the immediate supervisor shall verbally reply to the employee's complaint.

B. Grievance

Step 1. Supervisor

1. Within ten (10) business days from receipt or failure to receive the supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three (3) copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from their Departmental Management. The employee shall submit two (2) copies to their immediate supervisor and retain the third (3rd) copy.
2. Within ten (10) business days, the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance.

Step 2. Management Representative

1. Within ten (10) business days from their request of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the designated Management representative. The Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by them.

2. Within ten (10) business days from receipt of the grievance, the Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

1. Within ten (10) business days from their receipt of the decision at step two, the employee may appeal to the Department Head using the original copy of the grievance.

2. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or their designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

3. If the Department Head or is designated representative fails to give a decision at the third (3rd) level within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
4. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the Department Head or their designated representative shall be final except for those matters which may be submitted for hearing under provisions adopted by the Los Angeles County Civil Service Commission.

Section 8. Arbitration

- A. Within thirty (30) days from the receipt of the written decision of the Department Head or their designated representative, the Union may request that the grievance be submitted to arbitration as provided hereinafter.
- B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

1. The interpretation, application, merits, or legality of any state or local law or ordinance adopted by County's Board of Supervisors unless the arbitrator, in their discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;
2. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission including, but not limited to discharges, reductions, suspensions, transfers, classification actions, performance evaluations and similar matters within the jurisdiction of said Civil Service Commission; nor
3. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Department of Personnel, or any other County Department, agency or commission unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. Grievance on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

- C. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, they 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 Executive Officer and to the County Department Head or officer affected, which request shall:
1. Set forth the specific grievances as originally filed and processed through the grievance procedure;
 2. State with particularity those portions of the grievance which have not been satisfactorily resolved by said Department Head in their written decision resulting from Step 3 of the grievance procedure and concerning which arbitration is requested; and
 3. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievances as provided for herein.

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

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

Payroll Deductions and Dues

Recognition

Implementation

Term

Renegotiation

Special Provisions

Authorized Agents

Provisions of Law

¹ Footnote: Grievance suspensions with five (5) days or less are filed with the Employee Relations Commission, six 6 days or more are appealed at Civil Service Commission.

ARTICLE 23 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 501 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the right of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Where Local 501 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 501 may request in writing that a meeting be held with the authorized representatives of the County who have the authority to make effective recommendations for the resolution of the matter. Such a written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within fifteen (15) business days of receipt of the request for such a meeting, Management's designee(s) and Local 501's representative(s) will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 501 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter.

For purposes of this provision, Management's principal representative(s) shall mean County Department or district Head(s) or their authorized representative(s) including the Chief Executive Officer or their 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 ARTICLE 22, Section 8, Paragraph B, Subsection 2, the disagreement may be submitted to arbitration in accordance with the provisions of ARTICLE 22, Section 8 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 22 of this Memorandum of Understanding. Instead, this ARTICLE is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in ARTICLE 22 hereof.

ARTICLE 24 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 22, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - a. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in their 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 Executive Office, or any other County Department, agency, or Commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - d. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- a. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by the party on its behalf, including but not limited to witness fees.
- b. The parties agree that: 1) no stenographic record of the hearing will be made; 2) there will be no representation by outside counsel; and 3) there will be no post hearing briefs.
- c. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one (1) day.
- d. 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.
- e. 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.
- f. 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.

5. 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

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

Payroll Deductions and Dues

Leaves of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 25 JOINT LABOR-MANAGEMENT COMMITTEESection A.

The parties agree to establish a Joint Labor/Management Committee (JLMC) to meet on the issues affecting employee relations of the Unit.

The committee shall be limited to a total of ten (10) members, unless the parties agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members shall be appointed by Local 501.

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

Section B.

Joint Labor/Management Committee shall discuss classification issues during the term of this Agreement. Local 501 shall forward a written request directly to Chief Executive Officer and/or its designee to initiate discussion of classification matters. The Union shall include an agenda, which identifies the classification(s) at issue, ten (10) business days prior to a JLMC meeting date.

Section C. Department of Public Works

Management to discuss developing a security training program for Dam Operators at the jobsite.

Section D. Department of Health Services

The parties agree to meet and discuss Harbor-UCLA issues as they develop during the construction phase of new hospital and facilities and its impact upon members of this bargaining unit.

Section D. shall sunset upon expiration of this 2025-2028 MOU agreement.

ARTICLE 26 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agreed that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

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

- E. It is expressly understood that all ARTICLES in this Memorandum of Understanding shall expire and otherwise be fully terminated at Midnight on September 30, 2028, except that ARTICLE 4, Term; ARTICLE 5, Recognition; ARTICLE 7, Salaries; and ARTICLE 22, Grievance Procedure shall continue in effect until such time as a successor Memorandum of Understanding is negotiated between the parties.

ARTICLE 27 NO STRIKE

The parties to this Memorandum of Understanding recognize their mutual responsibility to provide uninterrupted public services; therefore, the County shall not lock out employees and the Union shall not cause, or sanction strikes or picketing. Should picketing be occasioned by persons or organizations other than the Union party to this Memorandum of Understanding, employees may not refuse to cross such picket line unless Operating Engineers Local 501 specifically sanctioned, endorsed, and approved such action. If Operating Engineers Local 501 sanctions, endorses, or approves such action, the County is free to pursue its legal remedies.

ARTICLE 28 MANAGEMENT RIGHTS

It is understood and agreed that Management reserves and retains all its inherent managerial rights, powers, functions and authorities, as defined in Section 5 of the Employee Relations Ordinance of the County of Los Angeles, which Management had prior to entering in this Memorandum of Understanding, unless and only to the extent that the provisions of this Memorandum of Understanding specifically curtail or limit such rights, powers, and authority, subject to the right of an employee to grieve the practical consequences of a Management Rights' decision on wages, hours, and other terms and conditions of employment.

ARTICLE 29 OBLIGATION TO SUPPORT

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

ARTICLE 30 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or their duly authorized representative (Address: 500 West Temple Street, Room 782, Los Angeles, California, 90012; Telephone: (213) 974-1101), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. The Union's principal authorized agent shall be the Business Manager of Local 501 or their duly authorized representative (Address: 2405 West Third Street, Los Angeles, California 90057; Telephone: (213) 385-1561).

ARTICLE 31 PROVISIONS OF LAW

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

ARTICLE 32 EMPLOYEE RIGHTS

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 33 EMPLOYEE LISTSSection 1.

Management will provide the Union with a list of all employees in the Unit within thirty (30) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than four (4) month intervals when requested by the Union at a reasonable cost determined by the Office of the Auditor-Controller.

Section 2.

Upon request of the Union, on a bi-annual basis, the following Departments as referenced in Article 15, Special Provisions: (Health Services, ISD, Public Works, and Sheriff) shall provide a list of encumbered items with employee name, item number, and employee number indicated for each position by Departmental Facility.

ARTICLE 34 CLASSIFICATION/COMPENSATION STUDY

The parties mutually agree to the performance of a classification/compensation study for the following classifications:

1. Assistant Dam Operator
2. Assistant Wastewater Treatment Plant Operator
3. Dam Operator
4. Stationary Engineer I
5. Stationary Engineer II
6. Stationary Engineer Apprentice (1st year)
7. Stationary Engineer Apprentice (2nd year)
8. Stationary Engineer Apprentice (3rd year)
9. Stationary Engineer Apprentice (4th year)
10. Stationary Engineer Control Specialist
11. Stationary Engineer Helper
12. Wastewater Treatment Plant Operator

Management shall provide quarterly reports to the Union on each of the aforementioned studies at the Joint Labor-Management Committee.

Upon completion, Management shall meet with the Union to consult on the impact of these studies as they affect members of the bargaining unit.

ARTICLE 35 NOTICE OF LAYOFFSection 1. Board Policy on Workforce Reductions

It is the intent of the parties during the term of this Memorandum of Understanding to comply with the June 21st and April 4th, 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 Department 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 CEO 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 Departmental Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 36 PERSONNEL FILES

An employee, or their 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. A reasonable number of employee reviews can occur on County time.

An employee shall be advised of, and entitled to read, and receive a copy if requested, any written statement by the employee's supervisor or Departmental Management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their 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 will 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 paid sick leave taken in the twelve (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on an Appraisal of Promotability or a Performance Evaluation or attached to such forms.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope, it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date that the contents of the sealed envelope will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issuance of the document(s) in the sealed envelope.

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

If the Department takes disciplinary action against an employee, the Department, upon request of the employee, will furnish the employee copies of any documents or written statements used by the Department as a basis for its action.

No non-related work material will be introduced.

ARTICLE 37 NEW EMPLOYEE ORIENTATION

Management shall provide a ten (10) days' notice of hiring a new employee from the date of hiring to I.U.O.E. Local 501 and shall provide a face-to-face meeting with authorized I.U.O.E. Local 501 Representative(s), including Union Stewards, on County time with new employee(s) for a maximum uninterrupted time of up to sixty (60) minutes and in a location away from the employee(s) work area (e.g., training area, conference room, in an empty office) and absent from other distractions, including Management, Human Resources, and other Union Representatives being present. The I.U.O.E. Local 501 Representative(s) may provide the new employee(s) any information or materials about I.U.O.E. Local 501, its programs, benefits and becoming a member and membership card.

ARTICLE 38EMPLOYEE RIGHTS CONTRACTING OUT/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.

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

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one (1) 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 39 CONSULTATION

- A. It is the intent of Los Angeles County that all work assignments requiring the skills and training of employees in this Unit shall be made to employees working under this Unit. Management will meet with the Union Representative(s) for the sole purpose of consultation when changing or reviewing job specifications or making significant changes in other working conditions of the employee in representation unit. It is understood and agreed that changes or revisions in job specifications will be accomplished in accordance with established Civil Service rules and procedures. The County shall provide the Union the opportunity to meet and consult on revised class specifications of other bargaining units if the County revises a class specification that includes examples of duties that are typically performed by employees of this bargaining unit.
- B. County of Los Angeles job classifications can be found at the following websites:
<https://lacounty.gov>
<https://www.governmentjobs.com/careers/lacounty>

ARTICLE 40 TELEWORKSection 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a Management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to any employee. Employee requests to telework are subject to the approval of Management. The Department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on the suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the Teleworker or the Department at any time. If a telework assignment is terminated by Management, the teleworker shall be given a reason.

Section 3. Expand Telework Opportunities

Departments will make reasonable efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, Departments will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared disaster or other emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by Management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a Management responsibility.

APPENDIX A

INTERNATIONAL UNION OF OPERATING ENGINEERS TRAINING AND EDUCATION CENTER

About the International Training & Education Center

Welcome to the International Training & Education Center, the largest and most comprehensive training facility for union Operating and Stationary Engineers in North America. This world- class facility was designed by a blue-ribbon panel of Local Training Coordinators and IUOE staff to develop and improve the skills of our members, instructors, and staff in order to meet the needs of our members and our industry. The training center will augment and enhance the training opportunities delivered by our local union programs and demonstrates our commitment to high-quality skills training to our signatory contractors, general contractors, and owners.

Training Center Overview

This state-of-the-art facility contains everything needed to host, support, and develop the skills of a constantly expanding and varied group of construction and maintenance professionals.

The International Training Center offers:

- 265- acre campus

- 8,120 square foot conference space with seating for up to 900 people

- 17 classrooms and labs

- 15+ pad crane field

- Simulator rooms

Heavy equipment mechanics shop

Welding bays

Central utility plant with training redundancies

227 room dormitory, fitness center, and full dining facilities

Proximity to major airports in the Houston area

Additional information regarding I.U.O.E. International Training and Education Center, access the following website:

<https://www.iuoe.org/training/international-training-and-education-center>

Local contact: Jose Barba, Business Representative
Operating Engineers, Local 501 AFL-CIO
2405 West Third St. Los Angeles, CA 90057
jbarba@local501.org

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.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 501,
AFL-CIO
AUTHORIZED REPRESENTATIVES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By



JOSE BARBA
Business Representative
I.U.O.E. Local 501

By

Joseph M.
Nicchitta

Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:50:05
-07'00'

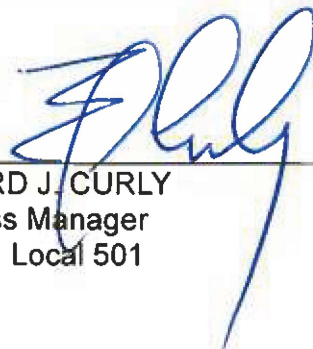
JOSEPH M. NICCHITTA
Chief Executive Officer

By



DERIC BARNES
President
I.U.O.E. Local 501

By



EDWARD J. CURLY
Business Manager
I.U.O.E. Local 501

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
AUTOMOTIVE AND EQUIPMENT MAINTENANCE
AND REPAIR EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 29th day of
September 2026,

BY AND BETWEEN

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

AND

American Federation of State, County, and
Municipal Employees Council 36, Local
119 (hereinafter referred to as "AFSCME
Local 119" or "Union").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME Local 119 was certified on February 24, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-12-69) as the majority representative of County employees in the Automotive and Equipment Maintenance and Repair Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME Local 119 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the Unit in the classifications identified in Article 6, Salaries.

Management agrees that it shall recognize AFSCME Local 119, as the exclusive representative of the employees in this Unit when County rules, regulations, or laws are amended and AFSCME Local 119 has shown it has met the requirements of any such new rules.

ARTICLE 2 NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 119 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

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

ARTICLE 3 IMPLEMENTATION

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

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the County's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

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

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event, shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at midnight on September 30, 2028.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from April 15, 2028, to May 15, 2028, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding with the exception of salary proposals which shall be presented no later than June 1, 2028. Negotiations shall begin thereafter within, but no later than, thirty (30) days from date of receipt of notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2028, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

Section 1. A.

Ratification Payments

\$5,000 effective upon ratification of the contract

\$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6041	ASST AUTOMOTIVE EQUIPMENT INSPECTOR	CURRENT	N20	87B	4690.73	5671.18
		10/01/2026	N20	87K	4784.55	5784.64
		10/01/2027	N20	89H	5026.55	6077.36
6045	AUTOMOTIVE EQUIPMENT INSPECTOR	CURRENT		F		6936.87
		10/01/2026		F		7075.61
		10/01/2027		F		7429.39

7461 BODY & FENDER MECHANIC	CURRENT		F		7111.39
	10/01/2026		F		7253.62
	10/01/2027		F		7616.30
6607 EQUIPMENT MAINTENANCE HELPER	CURRENT	N0	81K	3853.45	4916.00
	*01/01/2025	N20	81K	4066.18	4916.00
	*07/01/2025	N30	81K	4292.09	4916.00
	*07/01/2026	N40	81K	4531.82	4916.00
	10/01/2026	N40	82G	4622.18	5014.18
	10/01/2027	N40	84E	4856.00	5268.00
6610 EQUIPMENT MAINTENANCE WORKER	CURRENT	N20	88J	4904.00	5929.36
	10/01/2026	N20	89F	5001.82	6047.55
	10/01/2027	N20	91D	5255.00	6353.18
7472 FIRE EQUIPMENT MECHANIC	CURRENT		F		7835.37
	10/01/2026		F		7992.08
	10/01/2027		F		8391.68
6609 FUEL EQUIPMENT TECHNICIAN	CURRENT	N20	94J	5770.45	6976.73
	10/01/2026	N20	95F	5885.73	7115.73
	10/01/2027	N20	97D	6183.09	7475.64
6012 GARAGE ATTENDANT I	CURRENT	N0	80A	3669.00	4679.00
	*01/01/2025	N30	80A	4086.00	4679.00
	*07/01/2025	N40	80A	4313.00	4679.00
	*07/01/2026	N50	80A	4554.00	4679.00
	10/01/2026	N50	80J	4644.91	4772.82
	10/01/2027	N50	82G	4880.00	5014.18
6014 GARAGE ATTENDANT II	CURRENT	N0	82A	3872.00	4940.00
	*01/01/2025	N20	82A	4086.00	4940.00
	*07/01/2025	N30	82A	4313.00	4940.00
	*07/01/2026	N40	82A	4554.00	4940.00
	10/01/2026	N40	82J	4644.91	5038.91
	10/01/2027	N40	84G	4880.00	5294.00
7434 HEAVY STATIONARY EQUIPMENT MECHANIC	CURRENT		F		7681.00
	10/01/2026		F		7834.62
	10/01/2027		F		8226.35
7496 HELICOPTER MAINTENANCE INSPECTOR	CURRENT		F		10484.61
	10/01/2026		F		10694.30
	10/01/2027		F		11229.02
7492 HELICOPTER MECHANIC	CURRENT		F		9464.70
	10/01/2026		F		9653.99
	10/01/2027		F		10136.69
7430 POWER EQUIPMENT MECHANIC APPRENTICE	CURRENT	N30B	F		6933.62
	10/01/2026	N30B	F		7072.29
	10/01/2027	N30B	F		7425.90
7000 POWER EQUIPMENT PAINTER	CURRENT		F		6936.87
	10/01/2026		F		7075.61
	10/01/2027		F		7429.39

7433 POWER EQUIPMENT TECHNICIAN	CURRENT		F		7111.39
	10/01/2026		F		7253.62
	10/01/2027		F		7616.30
7425 POWER EQUIPMENT TECHNICIAN HELPER I	CURRENT	N20	85A	4432.00	5359.00
	10/01/2026	N20	85J	4520.73	5465.91
	10/01/2027	N20	87G	4749.36	5742.09
7427 POWER EQUIP TECHNICIAN HELPER II	CURRENT	N20	88A	4808.00	5813.00
	10/01/2026	N20	88J	4904.00	5929.36
	10/01/2027	N20	90G	5152.36	6229.18
6613 SENIOR EQUIPMENT MAINTENANCE WORKER	CURRENT	N20	92J	5465.91	6608.45
	10/01/2026	N20	93F	5574.64	6740.18
	10/01/2027	N20	95D	5856.64	7080.64
7473 SENIOR FIRE EQUIPMENT MECHANIC	CURRENT		F		8227.22
	10/01/2026		F		8391.76
	10/01/2027		F		8811.35
7494 SENIOR HELICOPTER MECHANIC	CURRENT		F		10492.83
	10/01/2026		F		10702.69
	10/01/2027		F		11237.82

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.
- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - o Limiting new non-mandatory program spending.
 - o Implementing hiring and spending freezes.
 - o Executing budget curtailments without layoffs.
 - o Delay of new County programming and project funding.
 - o Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

Joint Labor Management Financial Committee (JLMFC) – CCU Member Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided on an prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union), the CCU Chairperson, CCU staff and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial

Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within fifteen days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

B. Apprentice Rates

Persons employed in classifications shown as being compensated on Note 30B in Section 1. A. above shall be compensated at the applicable monthly rate for each interval of employment on the apprentice or trainee item listed in the attached table entitled "NOTE 30B - TABLE OF APPRENTICES RATES." Advancement to the next interval shall be contingent upon satisfactory performance of tasks and training, as defined on July 1, 1979, by the joint apprentice committee and/or other competent authority as established by the director of personnel.

NOTE 30B - TABLE OF APPRENTICE RATES

ITEM	CLASS	JOURNEY LEVEL	EFFECTIVE DATE	1 ST	2 ND	3 RD	4 TH	5 TH	6 TH	7 TH	8 TH
7430	Power Equipment Mechanic Apprentice	7,111.39		4,444.62	4,800.19	5,155.75	5,511.33	5,866.90	6,222.47	6,578.03	6,933.62
		7,253.62	10/01/26	4,533.51	4,896.20	5,258.87	5,621.55	5,984.24	6,346.92	6,709.59	7,072.29
		7,616.30	10/01/27	4,760.19	5,141.01	5,521.81	5,902.63	6,283.45	6,664.27	7,045.07	7,425.90

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) 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 their Department in writing to issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

- C. Grievances arising out of this Section shall be processed as follows:
1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step advance anniversary date.
 3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any change be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. AUTOMOTIVE APPRENTICE NOTE 30B PERCENTAGE TABLE

<u>Apprentice</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>
Power Equipment Painter Apprentice	55.0	62.5	70.0	77.5	85.0	92.5		
Power Equipment Mechanic Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5
Body & Fender Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5
Automotive Body Builder Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5

Section 4.

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

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back Pay

Whenever an employee is unexpectedly ordered by their Department Head or designated Management representative to return to work following the termination of their normal work shift and departure from their work location, the employee shall receive a payment of four (4) hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four (4) hours will be compensated for in accordance with provisions of Article 8, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four (4) 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 (2) hours earlier than their normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Standby Time

The parties jointly agree to recommend to the Board of Supervisors that effective January 1, 2016, that standby pay be one dollar fifty cents (\$1.50) per hour.

Section 3. Shift Premium

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive a per hour bonus of seventy-five cents (\$0.75) for each hour worked during said shifts.

Effective on October 1, 2017 any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive one dollar (\$1.00) for each hour worked during said shift.

Section 4. Uniforms

Where Management requires employees in the Unit to wear specific and distinctive uniforms, such uniforms will be provided by Management as an initial issue of five (5) shirts, five (5) trousers and one (1) jacket. Management agrees to replace annually up to five (5) shirts, five (5) pants, and one (1) jacket as needed.

This Section is not intended to deprive an employee of any currently approved uniform benefit.

Section 5. Field Repairs Under Snow Conditions

Persons employed by Department of Public Works who are actively engaged in the field repair of power equipment under snow conditions shall be entitled to an additional seventy-five cents (\$0.75) per hour above the hourly rate established for their classification in Article 6 of the Memorandum of Understanding.

Section 6. Public Services Duties

In recognition of their public duties and responsibilities any employee in the Fire Department in the classification of Fire Equipment Mechanic, (Item No. 7472), or Senior Fire Equipment Mechanic (Item No. 7473) who is assigned to field repair duties for a period of not less than two (2) consecutive eight (8) hour work days (which will retroactively back to the first day of the assignment), shall be entitled to additional compensation in the amount of four (4) percent above the rate for their classification established in Article 6 of the Memorandum of Understanding.

Section 7. FAA Inspection Authorization License

Effective July 1, 1990, anyone in the classification of Helicopter Mechanic (Item #7492) who possesses an Inspection Authorization license issued by the Federal Aviation Administration shall be entitled to additional compensation in the amount of five and one half (5.5) percent above the rate for their classification established in Article 6 of the Memorandum of Understanding.

Individuals receiving the FAA Inspection Authorization License Bonus shall show a valid FAA issued Inspection Authorization License within thirty (30) days of issuance/renewal.

Employees must notify Management immediately should the FAA Inspection Authorization License be revoked in the interim.

Section 8. Automotive Service Excellence Certificates

- A. The parties agree to recommend to the Board of Supervisors that effective January 1, 2001, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Technician (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in the area of gasoline engines, diesel engines, drive train, brakes, suspension & steering, electrical systems, heating, ventilation and air conditioning, preventive maintenance, engine repair, automatic transmission/transaxle, and engine performance, shall be entitled to an additional twenty-five cents (\$0.25) per hour for each such valid ASE certificate.

Employees in the classifications who possess the valid qualifying ASE certificates are eligible to receive additional compensation for either the ASE certificates for automobile or the equivalent ASE for medium/heavy trucks, but not for both.

Effective October 1, 2018, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Technician (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in the area of Light Duty Hybrid/Electric (L3), Manual Drive Train (A3), Drive Train (T3), Electronic Diesel (L2), and compressed Natural Gas (F1) shall be entitled to an additional twenty-five cents (\$0.25) per hour for each valid ASE certificate.

Effective January 1, 2016, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Mechanic Technician (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in Light Duty Hybrid/Electric (L3), and Compressed Natural Gas (F1) shall be entitled to an additional twenty-five cents (\$0.25) per hour for each valid ASE certificate.

- B. A permanent, full-time employee in the classifications of Fire Equipment Mechanic (Item 7472) and Senior Fire Equipment Mechanic (Item 7473) who possess valid Automotive Service Excellence Certificates (ASE) for medium/heavy trucks in the area of gasoline engines(T1), diesel engines(T2), drive train(T3), brakes(T4), suspension & steering(T5), electrical systems(T6), heating, ventilation, and air conditioning(T7), and preventive maintenance inspection(T8) shall be entitled to an additional twenty-five cents (\$0.25) per hour for each such valid ASE certificate.

Effective January 1, 2016, the Fire Department shall include the following Automotive Service Excellence Certificates (ASE) in the areas of Electric/Electronic System Installation & Repair (E2), and Electronic Diesel Diagnosis Specialist Certification (L2) and such Fire Department classification(s) shall be entitled to an additional twenty-five cents (\$0.25) per hour for each such valid ASE certificate.

C. Fire Dept. Master Automotive Service Excellence Certificate (ASE)

In lieu of the above provisions A and B, the classifications denoted in provision B shall be entitled to an additional two dollars (\$2.00) per hour for the ASE Certified Master Medium - Heavy Truck Certificate.

Such Fire Department classifications earning the ASE Certified Master Medium – Heavy Truck Certificate bonus shall be entitled to an additional twenty-five cents (\$0.25) per hour for each such valid ASE Automotive certificate in the areas of engine repair (A1), auto trans/axle (A2), manual drive train & axles (A3), suspension & steering (A4), brakes (A5), electrical systems (A6), heating and air conditioning (A7), and/or engine performance (A8), up to eight certificates, or two dollars (\$2.00) per hour.

Section 9. Commercial Truck Driver License Bonus

Upon implementation of this Memorandum of Understanding (MOU), notwithstanding any other provision of this agreement, persons in this bargaining unit who, with the approval of Management, possess, obtain or renew a class “A” or “B” motor vehicle license, that is not a requirement for the class in which they are employed, will receive a three percent (3%) bonus higher than that established for such classifications in Article 6, Section 1A of this Memorandum of Understanding.

Section 10. In-flight Bonus for Fire Dept. and Sheriff's Dept.

Any permanent, full-time employee in the following classifications who are assigned to, and regularly perform "in-flight" maintenance check, shall receive a five percent (5.5%) bonus:

- Item 7492 Helicopter Mechanic
- Item 7494 Senior Helicopter Mechanic
- Item 7496 Helicopter Maintenance Inspector

ARTICLE 8 OVERTIMESection 1. Compensation

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

- A. The County will pay overtime for all hours worked in excess of forty (40) in one (1) week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave, and vacation pay with the exception that those hours paid during a work week for a regular County holiday will be counted in calculating hours worked for overtime purposes.

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

- B. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of their CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- C. With the approval of departmental Management, an employee in the Bargaining Unit may elect to accrue up to fifty (50) hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half ($1 \frac{1}{2}$) hours for each hour of overtime worked. This will be used at the rate of one and one-half ($1 \frac{1}{2}$) or seventy-five (75) hours.

An employee who wants to use their accumulated compensatory time must submit a written request ten (10) working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval by departmental Management.

Management may direct an employee to use their accumulated compensatory time provided the employee is given thirty (30) days calendar notice.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, state, or federally declared emergency and/or disaster periods, unless Management approves the accrual of such overtime hours.

Section 2. Savings Clause

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

Section 3. Distribution of Overtime

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

Section 4. Management Authority

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

ARTICLE 9 EMPLOYEE BENEFITS

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

ARTICLE 10 BULLETIN BOARDS

Management will furnish AFSCME Local 119 reasonable bulletin board space in appropriate work locations. The Board shall be used only for the following subjects:

- A. AFSCME Local 119 recreational, social and related news bulletins;
- B. Scheduled AFSCME Local 119 meetings;
- C. Information concerning AFSCME Local 119 elections or the results thereof;
- D. Reports of official business of AFSCME Local 119 including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the Department or District Head.

Prior to posting, any material shall be initialed by an authorized representative of AFSCME Local 119.

In cases where AFSCME Council 36 represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by AFSCME Council 36 at that work location.

ARTICLE 11 SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. AFSCME Local 119 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisors, the employee has the right to submit the matter in writing either personally or through their Steward to the local facility Safety Officer or the Departmental Safety Officer, if there is no local safety officer.

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

If the Steward is not satisfied with the response of the Safety Officer, either an AFSCME Local 119 business agent or the Union President may consult with the Department of Human Resources Health & Wellness Manager or their designee. A representative of such branch shall investigate the matter and advise the Department Head and AFSCME Local 119 of their findings and recommendations, if any.

Section 2. First Aid Kits

The Departmental Safety Officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities. Contents of the kit will be as follows:

A. Instruments and Equipment

1. Scissors, bandage, 4", blunt end, nickel-plated - 1 each
2. Forceps, splinter, 3 ½" in length, serrated needle points - 1 each
3. Tourniquet, Type D Army - 1 each
4. Splint, inflatable, G-Splint-Arm, Curity, with Tube - 1 each
5. Blanket, rescue, 56" x 84" - 1 each
6. Cold Pak, instant - 2 each
7. Instructions, general first aid, affixed to inside of cover - 1 each

B. Dressings and Bandages

1. Eye dressing packet containing 4 sets of adhesive strips and 4 sterile pads - 1 each
2. Gauze compress, 3" x 3", 4 to a package - 1 each
3. Triangular bandage, sterile, 40" - 2 each
4. Bandage compress, 4" - 3 each
5. Bandage compress, 3" - 3 each
6. Bandage compress, 2" - 2 each
7. Adhesive bandage, 1", plastic, with Telfa pad, sterile, 16 per package - 2 each

C. Medications

1. Wound cleansing and degreasing pad, (alcohol prep pads, Webcol) 10 pads per package - 1 each
2. Sting-Kill swabs, ½ cc, sterile, 10 swabs per package - 1 each
3. Tincture green soap N.F., 10 cc vials, 3 vials per container and gauze pads, 3" x 3", sterile, 4 pads per container - 1 each

Section 3.

Management and AFSCME Local 119 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety & Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4. Safety Committee

Within sixty (60) days after the effective date of this Memorandum of Understanding, Management will meet with Union representatives to establish departmental safety committees whose sole purpose shall be to make mutual recommendations to Management concerning matters of safety in County facilities where persons covered by this agreement are assigned. Each departmental committee shall consist of two (2) Management representatives and two (2) Union representatives, the latter to be selected by the Union.

The committee shall meet quarterly unless mutually waived. Each meeting must be preceded by adequate notice of ten (10) business days and a written agenda. The meeting shall be waived if no notice and written agenda is provided by either party.

Section 5. Fire Air Operations

Personal Protective Equipment. Management agrees to issue one flight suit (Nomex pants, Nomex shirts, gloves, skull cap and Thermo Plastic Liner) and helmet to each helicopter mechanic series employee to be replaced on an as needed basis approved by Management.

ARTICLE 12 WORK SCHEDULES

Section 1. Shift, Lunch and Rest Periods

It is agreed and understood that each employee covered hereunder shall be assigned an 8-hour working shift, unless otherwise agreed to, which shall be exclusive of a 30-minute lunch period. Two 15-minute rest periods, one scheduled during each half of the assigned shift, shall be included in the 8-hour working shift. A fifteen-minute break will be allowed following two (2) hours of overtime provided work is anticipated to last for at least one additional hour following break.

Section 2. Workweek

The workweek for employees in this Unit is forty (40) hours of work in a seven-consecutive day period as defined by Management. Normally, the workweek will consist of five – 8-hour days, Monday through Friday.

Section 3. Shift Change

Except for emergencies, employees' work schedules shall not be changed without notice to the employee at least five (5) working days before the change is to be implemented. If an employee's work schedule is changed on less than twenty-four (24) hours' notice because of storm duty, the employee may be permitted, if work is available in the employee's classification, to work to the end of the employee's regularly scheduled shift. This Section is not operative if the work schedule is changed because of storm duty to a 12-hour on, 12-hour off schedule.

Section 4. Work Location

Except for emergencies, employees' permanent work location shall not be changed without notice to the employee at least ten (10) working days before the change is to be implemented. Work location means an automotive repair shop or shops at a geographic site.

Section 5. Emergencies

Nothing herein shall limit the authority of the Department or District Head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. Emergency as used herein is defined to mean an occurrence developing suddenly and unexpectedly, requiring immediate action to protect life, safety, health or property.

Section 6. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day – 80-hour two-week schedule or a four (4) day - 40-hour week schedule. Management will respond to an employee's request within fifteen (15) calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 13 OUT-OF-CLASS ASSIGNMENTSSection 1. Definitions

- A. For 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 (2) 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 five percent (5%) of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

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

Appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this Article is to be paid; return the employee to an assignment in their own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this Article is to be paid; or pay the employee the bonus.

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

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

Section 3. Special Provisions

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

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

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

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

- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this Memorandum of Understanding.

ARTICLE 14 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated Management representative and the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of their written request within forty-five (45) business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, they shall be returned to an assignment in their own classification and notified of the action in writing.

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

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two (2) standard salary schedules; or

2. Performs all the significant duties of a higher-level class for which there is no vacant funded position. The bonus shall be two (2) standard salary schedules, unless the difference between the employee's class and the higher-level class is less than two (2) standard schedules. In this case, the bonus shall be the difference between the two (2) classes.

The bonus provision in paragraph 2 above does not apply to employees on short-term higher-level assignments of two (2) weeks or less.

For employees on higher level assignments of two (2) weeks and one (1) day, the additional compensation shall begin on the first day the additional responsibilities are assigned by Management and shall end on the day the additional responsibilities are no longer performed.

In no event shall an employee receive compensation pursuant to this Section and receive out of class bonus pursuant to Article 13 for the same assignment.

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

ARTICLE 15 CHANGE OF ASSIGNMENT

Permanent full-time employees in the Unit who received at least a competent rating on their last performance evaluation and who desire to be assigned to a different work location(s) in their Department may submit a written request for such assignment listing the specific work location requested to their Department's personnel office. For purposes of this Article, each hospital in the Department of Health Services shall be a Department.

Requests submitted during the window period January 1 through January 31 will be granted priority status and will be addressed in seniority order. Requests for change of assignment submitted after January 31 shall be listed after the above requests in order of receipt. Each employee will be permitted to maintain three (3) transfer requests on file. An employee transferred in accordance with this procedure may not submit a request for another new assignment until the next window period but will not be considered for voluntary transfer until a minimum of twelve (12) months have passed since the transfer. Management will submit to AFSCME Local 119, a copy of all requests submitted during the window period.

When Management decides to fill a vacancy by transferring a current employee to such vacancy, Management shall review the requests for transfer currently on file. Management will then select one (1) of the three (3) most senior qualified employees who would not need additional training. For purposes of this Article, seniority shall be defined as the total amount of continuous service in the classification and within the Department. Management will notify AFSCME Local 119, prior to filling any vacancy where a transfer request has been made.

Management shall provide AFSCME Local 119 a list of all work locations at all facilities where work is performed by employees represented by AFSCME Local 119. During emergencies, the provisions of this Article shall be applied only to the degree practicable. When new facilities are instituted, the right to assignment changes under this Article shall be limited to the extent necessary to maintain an adequate, experienced work force in the remaining facilities.

ARTICLE 16 PERSONNEL FILES

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

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope, it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

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

Management agrees that no properly used full paid sick leave used in the twelve (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will reference on such forms.

ARTICLE 17 PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of ten percent (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 (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than fifteen percent (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 fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 18 TRAINING

Section 1.

It is the intent of Management to allow employees in this Unit to attend in-service training and job-related seminars when Management determines it is both appropriate and work load will permit.

Section 2.

During the term of this Memorandum of Understanding, the Union and departmental Management shall select one training monitor per Department for each of the following classifications in a Department: 7492 - Helicopter Mechanic, 7472 - Fire Equipment Mechanic, 7433 - Power Equipment Mechanic, and 6610 - Equipment Maintenance Worker. The training monitor is responsible for meeting quarterly with their respective departmental Management to discuss, evaluate, and monitor the training needs of Bargaining Unit employees in the classification they have been selected to monitor.

The provisions of this Section shall only apply to the departments of Fire, Health Services, Public Works, and Sheriff.

Section 3.

Directed mandatory training, excluding travel time, shall be treated as hours worked.

Section 4.

During the term of this Memorandum of Understanding, for classifications in the Fire Department identified in Article 7, Section 8. A. and B. that are eligible to take ASE exams

online, the Fire Department shall make available a testing area that meets the requirements of the National Institute for Automotive Service Excellence for remote testing. Availability of the testing area is subject to the order the request is received by the Department. Employees shall submit a written request for Management approval to reserve the testing area. Employees shall provide the Department with notice of no less than fourteen (14) calendar days and provide documentation confirming scheduling of the test and payment. Employees shall use their own benefit time for remote testing.

ARTICLE 19 TOOLS

Section 1.

Management agrees to provide all tools for the positions in the following classes:

Assistant Automotive Equipment Inspector

Automotive Equipment Inspector

Equipment Maintenance Helper

Equipment Maintenance Worker

Garage Attendant I

Garage Attendant II

Power Equipment Mechanic Helper I

Power Equipment Mechanic Helper II

Senior Equipment Maintenance Worker

Tire Repair Worker

Any tool furnished an employee by Management shall remain County property.

Section 2.

The following classes shall continue to furnish their own hand tools:

Automotive Body Builder
Automotive Body Builder Apprentice
Body and Fender Apprentice
Body and Fender Mechanic
Fire Equipment Mechanic
Heavy Stationary Equipment Mechanic
Helicopter Mechanic
Power Equipment Mechanic
Power Equipment Mechanic Apprentice
Power Equipment Painter
Power Equipment Painter Apprentice
Senior Helicopter Mechanic

Section 3.

Management shall furnish power tools, specialized tools and heavy-duty size tools.

Section 4.

Employees hired subsequent to July 1, 1976, to positions in those classifications listed in Section 2 above shall be required to furnish their own metric sized hand tools.

Employees who held permanent status in this Unit prior to July 1, 1976 shall not be required to furnish their own metric sized hand tools.

Section 5.

- A. Employees will be responsible for taking proper care of their personal tools and County tools and will be held responsible for obvious neglect or misuse.
- B. Management agrees to repair or replace personal hand tools and power tools, including personal hand tools modified with prior Management approval, which are broken or damaged in County service. Any tool replaced shall be replaced with a comparable value tool. The damaged or modified personal hand tool that is replaced shall become the property of the County.
- C. Management will replace personal hand tools lost through verified theft from County premises, provided that such loss is not caused by the employee's negligence. Verification of theft shall include at least a report filed with the appropriate law enforcement agency having jurisdiction.
- D. Claims for repair or replacement of personal hand tools submitted under Paragraph B or C of this Section will be honored only for tools which have been listed on an appropriate inventory form filed with Management. Management reserves the right to review cases where there are repeated or high frequency claims for tool repair or replacement.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and their immediate supervisor.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. AFSCME, Local 119, agrees to encourage an employee to discuss their complaint with their immediate supervisor.

The immediate supervisor will, upon request of an employee, discuss the employee's complaint with them 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 their grievance to the proper agency or authority.
3. AFSCME, Local 119, agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the Article(s) violated, and the specific remedy requested.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one (1) level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

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

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of their written grievance, and to represent the employee in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent themselves from their duties to attend a grievance meeting. The employee representative shall give their supervisor reasonable advance notice to ensure that their absence will not unduly interfere with Departmental operations.

An employee may present their 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 their rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the Department may designate a Management representative to be present at such meeting.
3. Management shall notify AFSCME, Local 119 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The AFSCME, Local 119 representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the AFSCME, Local 119 representative elects to attend any formal grievance meeting, they must inform departmental Management prior to such meeting. The Department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant.

Such witnesses may attend formal grievance hearings on paid County time.

Section 7. ProceduresStep 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee shall file a formal written grievance. Three (3) copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from their departmental Management. The employee shall submit two (2) copies to their immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten (10) business days from their receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle management step if such a step is not appropriate because of the size of their Department.

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

- B. Within ten (10) business days from receipt of the grievance the middle management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Step 3. Department Head

- A. Within ten (10) business days from their receipt of the decision resulting from the previous step, the employee may appeal to the Department Head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or their designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to the Union representative.
- C. If the Department Head or their designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or their designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or their designated representative, AFSCME, Local 119 may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by the Board of Supervisors; unless the arbitrator, in their 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 Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event AFSCME, Local 119 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected.

The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint them pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five (5) names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 21 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 20, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by the Board of Supervisors; unless the arbitrator, in their 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 their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that (1) no stenographic record of the hearing will be made, (2) there will be no representation by counsel, and (3) there will be no post hearing briefs.
- 5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one (1) 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 party’s 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

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 22 STEWARDS

It is agreed and understood by the parties to the Memorandum of Understanding that not more than one (1) Steward may be appointed for each forty (40) employees at a County facility. AFSCME Local 119 shall give each Department Head having employees in the Unit a written list of the names selected as Stewards which list shall be kept current by AFSCME Local 119.

AFSCME Local 119 agrees that whenever investigation or the processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. The President, Chief Steward or any other Steward desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform them of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Not more than one of the above listed Officers and/or Stewards shall investigate or process any grievance through the second step of the grievance procedure (Article 20).

Upon entering other work locations, the Steward shall inform the cognizant supervisor of the nature of their business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be informed when the employee will be made available.

The President, Chief Steward and Steward shall perform the aforementioned duties without loss of pay.

Properly designated Officers and Stewards of AFSCME Local 119 will not be reassigned by Management without thirty (30) calendar days' notice unless agreed to by the employee, except in case of emergency.

Any AFSCME Local 119 member holding the position of President, Vice President, and Chief Steward of AFSCME Local 119 or AFSCME District Council 36 shall be allowed reasonable time off without loss of pay to perform the responsibilities of their position.

ARTICLE 23 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME Local 119 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Within thirty (30) calendar days from the occurrence of the matter on which a complaint is based or within thirty (30) calendar days from its knowledge of such an occurrence where AFSCME Local 119 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME Local 119 may request in writing that a meeting to be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within five (5) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME Local 119 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or their authorized representative.
- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 20, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 20, of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 20, of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the right of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedure set forth in Article 20 hereof.

ARTICLE 24 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

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

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

Section 2. Security Clause

Any employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1st through September 30th, in any year of the contract 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's name, employee number, job classification, department name, and name of Union from which dues deductions are to be canceled.

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

Section 3.

A. Employee Lists

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

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

B. Indemnification Clause

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

ARTICLE 25 ACCESS TO WORK LOCATIONS

Authorized Union representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Union representatives shall comply with the regulations established in this Article, and that Union representatives shall not interfere with work operations of any Department or district of the County.

Headquarters Work Locations

When visiting any Department or district headquarters work location, Union representatives shall contact the personnel office prior to entering any work areas. The Union representative shall state the purpose of their visit, i.e., grievance investigation or observation of working conditions. The Management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the Department. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be more than twenty-four (24) hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

Field Work Locations

Union representatives desiring access to field work locations shall either telephone the appropriate Management representative responsible for the district, division or yard or shall personally contact such Management representative upon entering any work location under their supervision. The Management representative contacted may deny

access to a work location if they deems a visit at the time indicated shall interfere with the operations of the Department or district. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be more than twenty-four (24) hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

Union Representative List

The Union shall give to each Department or District Head having employees in the Unit a written list of the names of all authorized Union representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union representatives on the current list.

ARTICLE 26 ORGANIZATIONAL LEAVEEmployee Organization Leave

AFSCME, Local 119, may request up to two (2) employees in the Unit at the same time on leave of absence to work on Union business. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Union business as it is related to County functions. AFSCME Local 119 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind, unless fully reimbursed by the Union. Leaves shall generally be for a maximum of one (1) year. An individual employee's leave may be extended at the discretion of Management. Employees on such leave will have their performance evaluation reflect that they were on authorized organizational leave.

The provisions of this Article do not apply to probationary and temporary employees.

ARTICLE 27 CONTRACTING OUT

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) or of any invitation for bids, or the extension or modification or changes to any existing contract, the Department shall provide copies of all documents mentioned herein to AFSCME Local 119 and in coordination with the Chief Executive Office Employee Relations Division shall offer to meet and consult with the Union and respond to requests for information within ten (10) business days, unless mutually waived.

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 (1) 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.

The Chief Executive Office shall issue an annual reminder to all County Departments to provide notice to the Union prior to the release of a Request for Proposal (RFP) or the extension or modification of an existing contract.

ARTICLE 28 EMPLOYEE LISTSSection 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this Unit as listed in Article 6, Salaries. Such master list may be furnished by Management when requested by Local 119 no more than four (4) times a year. Local 119 is entitled to one (1) list at no charge each year of the agreement. Local 119 shall pay to the County one hundred dollars (\$100.00) for each additional master list furnished by the County. Such payment shall be due and payable within thirty (30) days from the date of billing. Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide Local 119 with the first master list without charge.

Upon Local 119's request the County will provide the master list in computer tape format following Local 119's payment to the County of an initial five hundred dollars (\$500.00) programming fee.

Section 2.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 119 which will advise such employees that AFSCME Local 119 is the certified majority representative of the Unit.

ARTICLE 29 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum of Understanding is pending before the Board of Supervisors for action, neither AFSCME Local 119 nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of the Memorandum of Understanding in its entirety.

ARTICLE 30 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 119 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME Local 119 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 119 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME Local 119 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Board of Supervisors.
- E. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 31 CONSULTATIONSection 1.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

Section 2.

Within ninety (90) days of the effective date of this Memorandum of Understanding, the Department Head or their representative shall, upon request, consult with the President and Vice President or Chief Steward and the senior steward in the affected Department regarding the implementation of other than a five-day, eight-hour workweek at selected facilities employing persons represented by AFSCME Local 119.

Subsequent consultations on this subject shall be held no more frequently than once quarterly during the term of this agreement.

ARTICLE 32 PROVISIONS OF LAW

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

ARTICLE 33 STRIKES AND LOCKOUTS

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

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

ARTICLE 34 MANAGEMENT RIGHTS

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

ARTICLE 35 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this Memorandum of Understanding 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 CEO 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 a ten (10) business day notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

Section 4. Proposition A Contracts

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

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

ARTICLE 36 NEW EMPLOYEE ORIENTATION

AFSCME Local 119 representatives shall participate in new employee orientation for the sole purpose of providing employee regarding Union membership, which include AFSCME Local 119 members.

AFSCME Local 119 shall be provided with a ten(10) days' notice to conduct a face to face meeting of authorized AFSCME Local 119 representative(s) on County time with new employee(s) for a maximum uninterrupted time of up to sixty (60) minutes at a location away from the employee(s) work area (e.g., training area, conference room, empty office) and absent other distractions, including Management, Human Resources, and other union(s) representatives being present. The AFSCME Local 119 Representative(s) may provide the new employee(s) any information and materials about AFSCME Local 119, its programs, benefits of becoming a member, and membership card.

ARTICLE 37 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or their duly authorized representative (Address: 500 West Temple Street, Room 782, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. Local 119's principal authorized agent shall be its President or their duly authorized representative (Address: 3375 East Slauson Avenue, Vernon, CA 90058 Telephone: (213) 487-9887).

ARTICLE 38 JOINT LABOR MANAGEMENT COMMITTEE (JLMC)Section 1. Purpose

The parties will establish a Joint Labor Management Committee to address issues of mutual concern, which have a substantial county wide impact on employees in this Bargaining Unit.

Section 2. Committee Membership

The Joint Labor - Management Committee shall consist of Management representatives from Health Services, ISD, Fire, Sheriffs, Public Works, the Chief Executive Office or designee and employee representatives in Bargaining Unit 421, unless otherwise agreed upon. Management representatives will be designated by the Chief Executive Office. Employee representatives will be designated by the Union. During the term of this Memorandum of Understanding, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations and commence within thirty (30) days of the ratification of this contract.

The parties agree that the Committee may make advisory recommendations to Management for consideration.

It is understood by the parties that the provisions of this Article do not waive rights provided for in the Los Angeles County Employee Relations Ordinance.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing the Unit shall be appointed by the Union.

Meeting shall be on County time for employees who are scheduled on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

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

JLMC Agenda Items:

- Contracting Services

Upon request of the Union, the Committee shall meet for the purposes of discussing contracting services, which are also performed by permanent employees whose classifications are contained in this Unit.

The Committee shall look at all benefits that can be attributed to contracting the work in. During the term of this Memorandum of Understanding, as positions are vacated, the committee will work to assure that those vacated positions are filled rather than contracting out additional work.

The County shall respond to information requests initiated by the Unit representatives to address the subject matter.

- Standby

Within thirty (30) days of the ratification of this Memorandum of Understanding, Management and Labor shall convene a BU 421 Labor Management Committee for purposes of memorializing existing Standby practices, policies, and expectations by all Departments, and subdivisions thereof, which contain Local 119 (BU 421).

Further, the Committee shall meet in good faith, at a frequency that will allow the final policies, procedures and expectations to be submitted to the applicable approving authority no later than six (6) months after the ratification of this Memorandum of Understanding.

The JLM may meet with the Departments separately or jointly, at the County's discretion.

Section 3. Fire Air Operations

Within thirty (30) days of the ratification of this Memorandum of Understanding, Management and Labor shall convene a Joint Labor Management Committee (JLMC) to explore and implement agreed upon solutions to problems of mutual concern, including, but not limited to:

- (1) Improving Health and Safety of helicopter mechanics by developing annual mandated in-service training addressing exposure reduction and hazard control.

This training will also cover proper exposure reporting and care.

An agenda shall be provided by labor in advance of the Committee meeting. The Committee members may invite those individuals who possess knowledge and/or experience with agenda items to participate in JLMC.

The Committee shall meet in good faith, at a frequency that will allow for recommendations for policies, procedures and expectations to be submitted to the applicable approving authority.

Section 4. Fire Fleet Operations

Within thirty (30) days of the ratification of this Memorandum of Understanding, Management and Labor shall convene a BU 421 Labor Management Committee to explore and implement agreed upon solution to problems of mutual concerns, including, but not limited to:

- Fleet maintenance practices and compliance with mandates
- Training
- Attendance
- Fleet Management
- Safety members of the Apparatus Committee
- CEQER
- Department to request attendance of County Counsel
- Department Safety Officer

A good faith effort will be made to develop and implement agreed upon solutions. Labor shall submit an agenda in advance of the meeting. Either party may invite subject matter experts to participate at the JLMC.

Section 5. Public Works

Within thirty (30) days of the ratification of this Memorandum of Understanding, Management and Labor shall convene a BU 421 Labor Management Committee to explore and implement agreed upon solution to problems of mutual concerns, including, but not limited to:

- Training
- PPE and hazardous exposure
- Tooling

ARTICLE 39 CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 119 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit. All matters affecting employee relations, including those that are not subject to negotiations are subject to consultation prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

ARTICLE 40 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 20, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 20, Section 8, can be submitted to grievance mediation. Both AFSCME Local 119 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 119 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practical consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made; there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 119 and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal and/or concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provision of this Article shall not be subject to arbitration.

ARTICLE 41 SUPERVISORY DUTIES

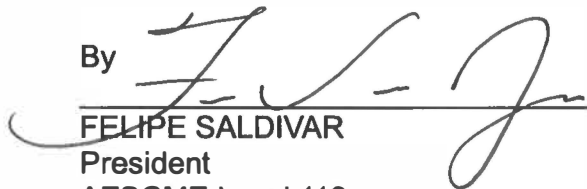
Employees of this Unit will not be assigned to perform any supervisory duties as defined by County Code Section 5.04.030 (R).

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

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 36, LOCAL 119

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By



FELIPE SALDIVAR
President
AFSCME Local 119

By Joseph M.
Nicchitta

Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:50:29
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JOSEPH M. NICCHITTA
Chief Executive Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

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

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 29th day of
September 2026,

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., and 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, the California Association of Professional Employees (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 the County 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 County 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 of Understanding which do not require specific approval by the County Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum of Understanding not requiring approval by the County 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 October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2028.

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 1 through May 15, 2028, 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 1, 2028. 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 September 30, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equitably to all employees covered herein, without preference or discrimination on the basis of race, color, ethnicity, family status, sexual orientation, gender identity, age, national origin, political or religious opinions or affiliations, individuals with disability status, or any other protected category as defined by applicable federal or state laws.

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by their Department Head or designated Management representative to return to work following the termination of their normal work shift or normal workweek and departure from their work location, the employee shall receive a minimum payment of four (4) hours pay at the rate of time and one-half (1½). Work performed in excess of four (4) 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 (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half (1½) 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 (2) hours earlier than their 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 they are 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 fifty cents (\$.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 Executive Officer shall authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of their 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 (FLSA).

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 they are employed, and who is required by Management to use the knowledge and skills acquired from such license in their 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 thirty (30) days of initial registration or renewal.

Re-opener will be in January 2011 to discuss this Section.

Effective October 1, 2022, a permanent full-time employee in the Department of Public Works who is employed in a non-registered architect or landscape architect classifications (architectural assistant, or architectural associate) represented by Bargaining Unit 501,

and who obtains or renews a California State License as a Registered Architect or Landscape Architect that is not a requirement of the class in which they are employed, and who is required by Management to use the knowledge and skills acquired from such license in their assignment, is eligible for reimbursement for the specific fees paid to either obtain or renew such California State License.

Section 8. Professional License Bonus

Effective April 1, 2007, any Associate Civil Engineer or Civil Engineer in the Unit who is licensed as a Structural Engineer from the State of California and who is assigned by Management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Structural Engineer, will be paid a five and one-half percent (5.5%) bonus.

Effective April 1, 2007, any Associate Civil Engineer or Civil Engineer who holds a valid license as a Land Surveyor, and who is assigned by Management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Land Surveyor, will be paid a five and one-half (5.5%) percent Land Surveyor License Bonus.

Effective April 1, 2007, any Civil Engineer Assistant, Senior Civil Engineering Assistant or Principal Civil Engineer Assistant, who holds a State of California Traffic Engineer license and who is assigned by Management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Traffic Engineer, will be paid a two and three-quarters percent (2.75%) Traffic Engineer License Bonus.

Effective October 1, 2022, any Civil Engineering Assistant, Senior Civil Engineering Assistant or Principal Civil Engineering Assistant who holds a valid license as a Land Surveyor, and who is assigned by Management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Land Surveyor, will be paid a five and one-half (5.5%) percent Land Surveyor License Bonus.

Section 9. Certified Access Specialist

Effective January 1, 2016, any permanent full-time Building Engineering Inspector, Senior Building Engineering Inspector, District Building and Safety Engineering Associate, Supervising Building and Safety Engineering Specialist, Associate Civil Engineer, Civil Engineer, Senior Civil Engineer, Head Building Inspector, Building Inspector I, Building Inspector II, Building Inspector III, and Building Inspector IV who holds a State of California Certified Access Specialist certification and who is assigned by Management to duties requiring the knowledge and skills acquired from such certification in their assignment, is eligible for a monthly bonus of \$250.00.

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 Executive Office.

The Department shall notify an employee in writing of the approval or denial of their written request within forty-five (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 CEO approval, upon their request they shall be returned to an assignment in their own classification until notified of the CEO'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 (2) 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 (2) standard salary schedules, unless the difference between the employee's class and the higher-level class is less than two (2) standard salary schedules. In this case, the bonus shall be the difference between the two (2) 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 they qualify 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 23, Out-of-Class Assignments for the same assignment.

Section 11. License Certification Bonus for Engineering Series

Effective March 1, 2019, any permanent full-time Civil Engineering Assistant, Senior Civil Engineering Assistant, Principal Civil Engineering Assistant, Associate Civil Engineer, and Civil Engineer, who holds a Building Plans Examiner Certification and who is assigned by Management to duties requiring the knowledge and skills acquired from such certification in their assignment, is eligible for a monthly bonus of \$250.00.

Effective March 1, 2019, any permanent full-time Electrical Engineering Assistant, Senior Electrical Engineering Assistant, Principal Electrical Engineering Assistant, Associate Electrical Engineer, and Electrical Engineer, who holds an Electrical Plans Examiner Certification and who is assigned by Management to duties requiring the knowledge and skills acquired from such certification in their assignment, is eligible for a monthly bonus of \$250.00.

Effective March 1, 2019, any permanent full-time Mechanical Engineering Assistant, Senior Mechanical Engineering Assistant, Principal Mechanical Engineering Assistant, Associate Mechanical Engineer, and Mechanical Engineer, who holds a Mechanical

and/or Plumbing Plans Examiner certification and who is assigned by Management to duties requiring the knowledge and skills acquired from such certification in their assignment, is eligible for a monthly bonus of \$250.00.

Section 12. Registration/License Bonus

Effective March 1, 2019, any permanent full time employee in a classification not requiring registration or license who attains a registration or license required in a higher classification in the classification series is eligible to receive a monthly bonus of \$250.00 until such time as the employee is promoted to the classification that requires the employee's registration or license, not to exceed eighteen (18) months from the date of registration or license.

Section 13. Registration License Bonus

Any permanent full-time employee in a classification not requiring registration or license who attains a registration or license required in a higher classification in the classification series is eligible to receive a monthly bonus of \$250.00 until such time as the employee is promoted to the classification that requires the employee's registration or license.

Section 14. Geotechnical License Bonus

Effective March 1, 2019, any permanent full-time Associate Civil Engineer, Civil Engineer, and Senior Civil Engineer who is assigned to Geotech Division by Management to duties requiring the knowledge and skill characterized by the license shall receive a five and one-half percent (5.5%) monthly bonus.

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

ARTICLE 8 SALARIES

Ratification Payments

\$5,000 effective upon ratification of the contract

\$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as commitment for future practice as it relates to the ratification payments or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.
- The union shall not have the right to meet and confer and/or meet and consult on the decision.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- This provision shall sunset on September 30, 2028
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Joint Labor Management Financial Committee (JLMFC) – Employee Organization Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures. The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the Coalition of County Unions (CCU) member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include

only two representatives from each participating union), the CCU Chairperson, CCU staff and experts selected by the CCU to include, but not limited to, legal, financial, and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within fifteen (15) days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustment

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.

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:

Cost of Living Adjustments (COLAs)

Approximately 2.0% (8 levels) effective October 1, 2026

Approximately 5.0% (20 levels) effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4032	ARCHITECT	CURRENT	NO	115A	9471.00	12089.00
		10/01/2026	NO	115J	9660.09	12330.45
		10/01/2027	NO	117G	10149.00	12954.45
4022	ARCHITECTURAL ASSISTANT	CURRENT	NO	100E	6368.91	8129.36
		10/01/2026	NO	101B	6495.18	8290.64
		10/01/2027	NO	102L	6823.36	8709.73
4026	ARCHITECTURAL ASSOCIATE	CURRENT	NO	109A	8049.00	10274.00
		10/01/2026	NO	109J	8209.73	10479.82
		10/01/2027	NO	111G	8624.64	11009.55
4205	ASST ENVIRONMENTAL ENGINEERING SPEC	CURRENT	NO	98J	6092.27	7776.73
		10/01/2026	NO	99F	6213.82	7931.73
		10/01/2027	NO	101D	6527.55	8331.91
3526	ASST TELECOM SYSTEMS ENGINEER	CURRENT	N20	103L	7401.91	8949.18
		10/01/2026	N20	104H	7549.82	9128.18
		10/01/2027	N20	106F	7931.73	9589.18
3433	ASSOCIATE CIVIL ENGINEER	CURRENT	NO	115A	9471.00	12089.00
		10/01/2026	NO	115J	9660.09	12330.45
		10/01/2027	NO	117G	10149.00	12954.45
3495	ASSOCIATE ELECTRICAL ENGINEER	CURRENT	NO	115A	9471.00	12089.00
		10/01/2026	NO	115J	9660.09	12330.45
		10/01/2027	NO	117G	10149.00	12954.45
3549	ASSOCIATE MECHANICAL ENGINEER	CURRENT	NO	115A	9471.00	12089.00
		10/01/2026	NO	115J	9660.09	12330.45
		10/01/2027	NO	117G	10149.00	12954.45
3584	ASSOCIATE STRUCTURAL ENGINEER	CURRENT	NO	117A	9999.00	12763.00
		10/01/2026	NO	117J	10199.00	13018.27
		10/01/2027	NO	119G	10715.18	13677.36
3573	BIOMEDICAL ENGINEER	CURRENT	NO	112L	8949.18	11423.18
		10/01/2026	NO	113H	9128.18	11651.45
		10/01/2027	NO	115F	9589.18	12239.91
4139	CAPITAL PROJECTS MGMT ASSISTANT,PW	CURRENT	N20	102H	7150.82	8645.91
		10/01/2026	N20	103E	7293.36	8818.27
		10/01/2027	N20	105C	7662.18	9264.00

4140 CAPITAL PROJECTS MGMT ASSOCIATE,PW	CURRENT	NO	115A	9471.00	12089.00
	10/01/2026	NO	115J	9660.09	12330.45
	10/01/2027	NO	117G	10149.00	12954.45
3435 CIVIL ENGINEER	CURRENT	NO	119A	10557.00	13475.00
	10/01/2026	NO	119J	10767.91	13744.82
	10/01/2027	NO	121G	11311.91	14440.27
3424 CIVIL ENGINEERING ASSISTANT	CURRENT	N130	102H	7150.82	8645.91
	10/01/2026	N130	103E	7293.36	8818.27
	10/01/2027	N130	105C	7662.18	9264.00
3422 CIVIL ENGINEERING STUDENT	CURRENT		F		4138.18
	10/01/2026		F		4220.94
	10/01/2027		F		4431.99
3525 COMMUNICATIONS ENGINEER,SHERIFF	CURRENT	N30	110G	9356.00	10715.18
	10/01/2026	N30	111D	9541.91	10928.27
	10/01/2027	N30	113B	10024.00	11479.64
3496 ELECTRICAL ENGINEER	CURRENT	NO	119A	10557.00	13475.00
	10/01/2026	NO	119J	10767.91	13744.82
	10/01/2027	NO	121G	11311.91	14440.27
3482 ELECTRICAL ENGINEERING ASSISTANT	CURRENT	N130	102H	7150.82	8645.91
	10/01/2026	N130	103E	7293.36	8818.27
	10/01/2027	N130	105C	7662.18	9264.00
4371 ENGINEERING GEOLOGIST	CURRENT	N30	114L	10531.27	12059.64
	10/01/2026	N30	115H	10741.55	12300.27
	10/01/2027	N30	117F	11284.09	12922.55
4362 ENGINEERING GEOLOGY ASSISTANT	CURRENT	NO	104H	7150.82	9128.18
	10/01/2026	NO	105E	7293.36	9310.00
	10/01/2027	NO	107C	7662.18	9779.73
3834 ENGINEERING PROGRAMMER-ANALYST	CURRENT	NO	106E	7494.18	9565.55
	10/01/2026	NO	107B	7643.09	9755.36
	10/01/2027	NO	108L	8029.45	10249.00
4206 ENVIRONMENTAL ENGINEERING SPEC	CURRENT	NO	104J	7168.36	9150.64
	10/01/2026	NO	105F	7311.45	9333.00
	10/01/2027	NO	107D	7681.27	9804.09
4051 LANDSCAPE ARCHITECT	CURRENT	NO	109K	8229.82	10505.55
	10/01/2026	NO	110G	8393.82	10715.18
	10/01/2027	NO	112E	8818.27	11256.27
3551 MECHANICAL ENGINEER	CURRENT	NO	119A	10557.00	13475.00
	10/01/2026	NO	119J	10767.91	13744.82
	10/01/2027	NO	121G	11311.91	14440.27
3542 MECHANICAL ENGINEERING ASSISTANT	CURRENT	N130	103A	7221.00	8731.00
	10/01/2026	N130	103J	7365.73	8905.55
	10/01/2027	N130	105G	7738.55	9356.00

3430 PRINCIPAL CIVIL ENGINEERING ASST	CURRENT	NO	108H	7970.82	10174.00
	10/01/2026	NO	109E	8129.36	10376.91
	10/01/2027	NO	111C	8539.55	10901.18
3486 PRIN ELECTRICAL ENGINEERING ASST	CURRENT	NO	108H	7970.82	10174.00
	10/01/2026	NO	109E	8129.36	10376.91
	10/01/2027	NO	111C	8539.55	10901.18
4368 PRINCIPAL ENGINEERING GEOLOGY ASST	CURRENT	NO	110H	8414.45	10741.55
	10/01/2026	NO	111E	8582.09	10955.36
	10/01/2027	NO	113C	9015.91	11508.27
3548 PRIN MECHANICAL ENGINEERING ASST	CURRENT	NO	108H	7970.82	10174.00
	10/01/2026	NO	109E	8129.36	10376.91
	10/01/2027	NO	111C	8539.55	10901.18
4024 SENIOR ARCHITECTURAL ASSISTANT	CURRENT	NO	102E	6723.55	8582.09
	10/01/2026	NO	103B	6857.09	8752.82
	10/01/2027	NO	104L	7203.45	9195.55
3527 SENIOR ASST TELECOM SYSTEM ENGINEER	CURRENT	NO	107L	7814.91	9974.64
	10/01/2026	NO	108H	7970.82	10174.00
	10/01/2027	NO	110F	8373.18	10688.82
3428 SENIOR CIVIL ENGINEERING ASSISTANT	CURRENT	NO	104H	7150.82	9128.18
	10/01/2026	NO	105E	7293.36	9310.00
	10/01/2027	NO	107C	7662.18	9779.73
3484 SENIOR ELECTRICAL ENGINEERING ASST	CURRENT	NO	104H	7150.82	9128.18
	10/01/2026	NO	105E	7293.36	9310.00
	10/01/2027	NO	107C	7662.18	9779.73
4364 SENIOR ENGINEERING GEOLOGY ASST	CURRENT	NO	106H	7549.82	9636.45
	10/01/2026	NO	107E	7700.36	9828.45
	10/01/2027	NO	109C	8089.18	10325.45
3838 SENIOR ENGINEERING PROG-ANALYST	CURRENT	NO	110J	8435.09	10767.91
	10/01/2026	NO	111F	8603.36	10982.45
	10/01/2027	NO	113D	9038.36	11536.91
4207 SR ENVIRONMENTAL ENGINEERING SPEC	CURRENT	NO	107J	7776.73	9925.91
	10/01/2026	NO	108F	7931.73	10124.00
	10/01/2027	NO	110D	8331.91	10636.09
3546 SENIOR MECHANICAL ENGINEERING ASST	CURRENT	NO	104H	7150.82	9128.18
	10/01/2026	NO	105E	7293.36	9310.00
	10/01/2027	NO	107C	7662.18	9779.73
3529 SENIOR TELECOM SYSTEMS ENGINEER	CURRENT	N40	116G	11622.82	12607.55
	10/01/2026	N40	117D	11854.09	12858.73
	10/01/2027	N40	119B	12452.09	13508.73
3586 STRUCTURAL ENGINEER	CURRENT	NO	121A	11145.00	14227.00
	10/01/2026	NO	121J	11367.55	14511.36
	10/01/2027	NO	123G	11942.18	15245.27

3531 TELECOMMUNICATIONS SYS CONSULT ENGR	CURRENT	N40	120L	13082.09	14192.36
	10/01/2026	N40	121H	13343.73	14475.82
	10/01/2027	N40	123F	14019.18	15207.73
3528 TELECOMMUNICATIONS SYSTEMS ENGINEER	CURRENT	N40	114G	11009.55	11942.18
	10/01/2026	N40	115D	11228.45	12179.55
	10/01/2027	N40	117B	11795.36	12794.91
3517 TELECOMMUNICATIONS SYS ENGRG AID	CURRENT	NO	94J	5465.91	6976.73
	10/01/2026	NO	95F	5574.64	7115.73
	10/01/2027	NO	97D	5856.64	7475.64
3714 TRANSIT PROGRAMS SPECIALIST	CURRENT	NO	113F	9083.27	11594.18
	10/01/2026	NO	114C	9264.00	11824.73
	10/01/2027	NO	116A	9731.00	12421.00

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 their Department in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

- c. Grievances arising out of this Section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their 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.

ARTICLE 9 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of ten percent (10%) of base monthly pay (five percent (5%) of base monthly pay if paid twice a month) or \$100.00, 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 (2) 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 (3) 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 fifteen percent (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 fifteen percent (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 OVERTIMESection 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 (1) week. "Hours worked" will be calculated as provided for by FLSA, 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 (1½) times their regular rate of pay. Regular rate of pay shall be calculated as provided for by FLSA.

- B. An employee, except for employees in the Department of Health Services, may elect to accrue up to thirty (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 (1½) hours for each hour of overtime worked. An employee who wants to use their accumulated compensatory time must submit a written request ten (10) 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 their accumulated compensatory time provided the employee is given thirty (30) calendar days' notice.

Employees may not accrue overtime hours which are worked during a County's 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 FLSA, 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 twelve (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 forty (40) hours of work in a seven (7) 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, FLSA 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 Memorandum of Understanding shall be reincorporated into this Memorandum of Understanding 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 (1½) pay under other provisions of this Memorandum of Understanding (including time and one-half (1½) pay at the employee's option), such time shall be compensated with time and one-half (1½) 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 FLSA regulations.

- (2) To the extent such time would have qualified for straight time pay under other provisions of this Memorandum of Understanding, 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 Memorandum of Understanding 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 their 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 Memorandum of Understanding.

- E. From July 1, 1994 through June 30, 1995, the County 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 Memorandum of Understanding for overtime worked by an employee during the fire emergencies declared by the County Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the County Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the Memorandum of Understanding, 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 ($1\frac{1}{2}$) compensatory time off (CTO) under the provisions of the Memorandum of Understanding, such overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}$), unless the employee opts to receive time and one-half ($1\frac{1}{2}$) CTO.
 - B. To the extent that such time would have qualified for straight time CTO under the provisions of the Memorandum of Understanding, 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 Sections 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 Memorandum of Understanding, 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 Memorandum 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 postcard furnished by CAPE requesting that information about CAPE be sent to their 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.

Department of Public Works (DPW) Joint Labor Management Committee (JLMC) composed of DPW Director or designee, DPW Manager, two (2) employee representatives, and one (1) CAPE staff member to investigate and identify by March 2010 the number of employees by program that the Department approved an entire degree program and who already started the program by June 2009, each employee's progress in the program and remaining courses to be completed as well as the cost of completion of the program.

Re-openers will be in March 2010 & March 2011 regarding restoration and funding Tuition Reimbursement Program by Department.

ARTICLE 13 PERSONNEL FILES

An employee, or their 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 their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their 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 (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope. Electronic records should be erased or redacted upon a similar timeline to hard copies and upon written request, whichever comes first.

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

Upon adoption of this Memorandum of Understanding by the County's Board of Supervisors, an employee may request the removal of any written warnings issued more than two years prior, unless warnings are 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 (1) 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 SAFETYSection 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 Executive Office or their designee. A representative of such Division shall investigate the matter and advise the Department Head and CAPE of their 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 (2) representatives designated by the Association, and two (2) 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 (1) 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.

Section 3. Safety Equipment – Department of Public Works:

With Management's approval, employees whose classifications are contained in this Unit may receive reimbursement for the purchase of safety work boots. Reimbursement amount shall not exceed \$150.00 per pair of boots. Reimbursement is contingent upon

the suitability and job appropriateness of the safety work boots, which will be solely determined by the supervisor in consideration of operational needs, and safety standards, which includes but is not limited to Departmental policy, rules, and regulations such as those established by the American National Standards Institute, American Society of Testing and Materials, and Cal/OSHA. Replacement of safety work boots will be provided on an as needed basis based upon Management's approval.

ARTICLE 16 WORK SCHEDULESSection 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. 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 3. 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 their 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 their immediate supervisor.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss their complaint with their 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 them 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 their 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 their written grievance, and to represent them in formal grievance meetings.
2. An employee may present their grievance to Management on County time, Provided that they accomplish 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 their 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 their immediate supervisor to absent themselves from their 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 25, Association Rights, may represent them 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 their knowledge of such occurrence, an employee may discuss their complaint in a meeting with their immediate supervisor.
- B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in their absence, their 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 their knowledge of such an occurrence, an employee shall file a formal written grievance. Three (3) copies of the Departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy they request. The employee shall submit two (2) copies to their immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor or their authorized representative shall give their 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 their 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 their dissatisfaction with the answer given by their 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 their answer in writing. The employee may be accompanied by their designated representative at such a meeting.

4 Formal Complaint - Step 3, Department Head

- A. Within ten (10) business days from their 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 their 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 their 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 their authority.

Section 6. Arbitration

- 1. Within thirty (30) days from the receipt of the written decision of the Department Head, or their 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 the County Board of Supervisors, unless the arbitrator, in their 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 Executive Office or any other County department, agency or commission unless the arbitrator, in their 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 Executive 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 County's 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 County's Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition
Purpose
Implementation
Term
Renegotiation
Non-Discrimination
Safety
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.

Section 8. Grievance Mediation

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 18, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 18, Section 6, can be submitted to grievance mediation. Both CAPE and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or CAPE may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, and there will be no pre-or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, CAPE, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

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

ARTICLE 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 agreed 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 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 shall mean its Chief Executive Officer or their authorized representative, and any other

County Department Head or their authorized representative, who has authority to resolve this matter.

- C. Within thirty (30) business days after the meeting provided in Paragraph 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 Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 18 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of 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 the County Board of Supervisors; unless the arbitrator, in their 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 Executive Office, or any other County department, agency, or commission, unless the arbitrator, in their 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 ten (10) working days of their 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 County 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 County 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

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 Executive Office (CEO) 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 them 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 their 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 ASSIGNMENTSSection 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 (2) 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 five percent (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 twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

Appoint the employee according to Civil Service Rules; if the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this Article is paid;

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

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

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

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

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the Department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated 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 their out-of- class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this Memorandum of Understanding.

ARTICLE 24 PAYROLL DEDUCTION AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted in accordance with the provisions of applicable state law monthly by Management from the salary of each employee covered hereby who files with the Union 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 July 1 - July 31, annually, 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 ten (10) business days after the close of the withdrawal period.

Any attempt to cancel dues deduction submitted at any time other than the July 1 - 31 period shall not be honored, except in the case of newly-hired employees, for whom the following applies:

All newly hired employees will be offered the option at the time of hire to approve dues deduction. If a newly hired employee is offered that option within ninety (90) days prior to the next occurring July 1, the employee may not cancel dues deduction during that first July window period but may cancel dues deduction during the following July window period and thereafter. If the newly hired employee is offered that option ninety-one (91) days or longer before the next July window period, that employee may cancel dues deduction during the first July window period.

Section 3. Agency Election

If at any time during the term of this Memorandum of Understanding, thirty percent (30%) of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee 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 Memorandum of Understanding provisions of maintenance of membership set forth in Section 2 shall apply for the term of this Memorandum of Understanding.

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 (3) 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 (1) 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 their 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. 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.

H. Medical Trust

CCU has established a trust (the "CCU Trust") for the purposes of providing certain post-retirement health benefits through a retiree medical expense reimbursement plan ("Plan") to certain employees represented by CCU and their tax dependents. If the County agrees to participate in the CCU Trust and Plan by facilitating the transfer of mandatory employee salary-deduction contributions to the CCU Trust pursuant to the terms of the 2018 CCU Fringe Benefit Memorandum of Understanding ("Fringe MOU") and pursuant to an agreement with the trustees for the CCU Trust addressing administrative issues ("Special Agreement"), then BU 501 authorizes the County to permit the trustee (or its agent or delegate) to access the County's payroll system to (i) deduct \$25.00 on a pre-tax basis from the paychecks of employees represented by BU 501 who are designated below as eligible to contribute to the CCU Trust and Plan ("Eligible Employees") and (ii) mandatorily contribute those deducted amounts to the CCU Trust on behalf of those Eligible Employees ("Mandatory Contributions"). Individual employees shall not have the ability to opt in or out of these Mandatory Contributions. Such Mandatory Contributions shall be made in accordance with and subject to the

Fringe Memorandum of Understanding and the Special Agreement. Any payroll deductions made pursuant to this Memorandum of Understanding shall be begin as soon as practicable, but no earlier than six (6) months after both the Special Agreement and Fringe Memorandum of Understanding have been executed and shall continue until modified by a new or amended BU 501 Memorandum of Understanding.

For purposes of Mandatory Contributions to the CCU Trust, BU 501 designates the following as Eligible Employees: full-time, permanent or recurrent employees represented by BU 501 and who are first hired by the County on and after July 1, 2014.

The paystub for each Eligible Employee shall include a description of the deduction as required by the California Labor Code.

This Article will become effective upon mutual agreement between the Parties.

ARTICLE 25 ASSOCIATION RIGHTSSection 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 their 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.

New Employee Orientation

Management shall provide a ten (10) day notice of hiring a new employee from the date of hiring to CAPE and provide a face-to-face meeting of authorized CAPE Representative(s) on County time with the new employee(s) for a maximum uninterrupted time of up to sixty (60) minutes at a location away from the employee(s)' work area (e.g., training area, conference room, or empty office) and absent other distractions, including Management, Human Resources, and other union(s) representative(s) being present. The CAPE Representative(s) may provide the new employee(s) any information or materials about CAPE, its programs, benefits and becoming a member, and membership card.

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 their 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.

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 County's Board of Supervisors for action, neither CAPE nor Management, nor their authorized representatives, will appear before the County's Board of Supervisors or meet with members of the County's 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 County's 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 the 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 Executive Officer or their duly authorized representative (Address: Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 782, Los Angeles, California 90012; Telephone: (213) 974-4029), 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: 3018 East Colorado Boulevard, Suite 200, Pasadena, California 91107; Telephone: (626) 243-0340).

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 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to CAPE and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one Department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 31 NOTICE OF LAYOFFSection 1. Board Policy on Work Force Reductions

It is the intent of the parties during the term of this Memorandum of Understanding 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 ongoing 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 County's Board of Supervisors and/or CEO 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, Demotions, and Involuntary Transfers

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 their grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDYSection 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 their 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 ninety (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 their 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 County will furnish CAPE within thirty (30) days from the date of hiring a newly CAPE-eligible employee, or by the first pay period of the month following the date of hiring, the following information: Name, classification title, Department, division, work location, work phone, home phone, personal cell phone, personal email, and home address. CAPE reserves the right to meet with the employee to offer membership.

The information identified herein shall be provided to CAPE regarding each employee whose classification is contained in the Bargaining Unit every 120 days. The County will not furnish CAPE an individual employee's home address, home telephone, personal cellular telephone, personal email or date of birth who submitted a request to the County pursuant to Government Code Section 6254.3(c) objecting to disclosure of such information.

ARTICLE 37 JOINT LABOR-MANAGEMENT COMMITTEEPurpose

Management and Labor may institute discussion of issues at the department level that are of mutual concern including but not limited to:

- Workload/Staffing
- Recruitment/Retention
- Tuition reimbursement
- Mentoring
- Contracting Out
- Career Paths-Lateral Transfer Opportunities
- Artificial Intelligence
- Employee Lists for newly CAPE-eligible employees
- Safety
- Work Schedules/Work Assignments
- Overtime
- Surveyors- Outside Employment- Los Angeles County
- Telework

Procedures

1. Provide an agenda at least two weeks (ten (10) business days) in advance of meeting.
2. The agenda shall contain no more than two (2) items for discussion.

3. A reasonable number of County and Labor representatives with direct knowledge of agenda items may attend Labor Management Committee meetings, absent operational impact.
4. Management shall respond within fourteen (14) business days upon receiving CAPE's recommendation on a subject discussed by the Committee.
5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

ARTICLE 38 TELEWORKSection 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a Management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to any employee. Employee requests to telework are subject to the approval of Management. The Department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on the suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the Teleworker or the Department at any time. If a telework assignment is terminated by Management, the teleworker shall be given a reason.

Section 3. Expand Telework Opportunities

Departments will make reasonable efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, Departments will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared disaster or other emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by Management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a Management responsibility.

APPENDIX A

CAPE DELEGATE PROGRAM

CAPE has member employees who serve as its representatives in their workplace. CAPE and the County are interested in improving Employee Relations and have agreed to participate in a CAPE Delegate Program, which includes education training and other activities that strengthen CAPE's ability to communicate with employees in the workplace regarding employee relations matters.

CAPE shall provide CEO Employee Relations a two (2) week notice prior to release of CAPE delegate(s). CEO approval of an employee release to perform CAPE delegate duties are subject to absence of operational impact to the employee's assigned Department. Each CAPE delegate shall be released up to thirty (30) hours to perform CAPE delegate duties as described above.

The CEO will consider CAPE's request for an individual Delegate's release beyond the initial thirty (30) hours, on a case-by-case basis.

APPENDIX B

COMMUNICATION THROUGH COUNTY EMAIL

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with Bargaining Unit members through their County e-mail addresses.

This work group will complete its work between January 2023 – April 2023. The workgroup will present recommendations to the County Board of Supervisors for any policy implementation.

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

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 

LISA ANDRES
CAPE President

By Joseph M.
Nicchitta

 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:50:51
-07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

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

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 29th day of
September, 2026,

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, the California Association of Professional Employees (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 the County 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 County 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 of Understanding which do not require specific approval by the County Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum of Understanding not requiring approval by the County 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 October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2028.

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 1 through May 15, 2028, 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 1, 2028. 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 September 30, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equitably to all employees covered herein, without preference or discrimination on the basis of race, color, ethnicity, family status, sexual orientation, gender identity, age, national origin, political or religious opinions or affiliations, individuals with disability status, or any other protected category as defined by applicable federal or state law.

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by their Department Head or designated Management representative to return to work following the termination of their normal work shift or normal workweek and departure from their work location, the employee shall receive a minimum payment of four (4) hours pay at the rate of time and one-half (1½). Work performed in excess of four (4) 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 (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half (1½) 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 (2) hours earlier than their 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 they are 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 fifty cents (\$.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 Executive Officer shall authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of their 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 (FLSA).

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 502 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 they are employed, and who is required by management to use the knowledge and skills acquired from such license in their 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 thirty (30) days of initial registration or renewal.

Section 8. Professional License Bonus

Effective April 1, 2007, any Senior Civil Engineer in the Unit who is licensed as a Structural Engineer from the State of California, and who is assigned by management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Structural Engineer, will be paid a five and one-half percent (5.5%) bonus.

Effective April 1, 2007, any Senior Civil Engineer in the Unit who holds a valid license as a Land Surveyor, and who is assigned by management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Land Surveyor, will be paid a five and one-half percent (5.5%) Land Surveyor License Bonus.

Effective April 1, 2007, any Supervising Civil Engineering Assistant in the Unit who holds a State of California Traffic Engineer license and who is assigned by management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Traffic Engineer, will be paid a two and three-quarters percent (2.75%) Traffic Engineer License Bonus.

Section 9. Geotechnical License Bonus

Effective March 1, 2019, any permanent full-time Associate Civil Engineer, Civil Engineer, and Senior Civil Engineer who is assigned to Geotech Division by management duties requiring the knowledge and skill characterized by the license shall receive a five and one-half percent (5.5%) monthly bonus.

Section 10. Certified Access Specialist

Effective January 1, 2016, any permanent full-time Building Engineering Inspector, Senior Building Engineering Inspector, District Building and Safety Engineering Associate, Supervising Building and Safety Engineering Specialist, Associate Civil Engineer, Civil Engineer, Senior Civil Engineer, Head Building Inspector, Building Inspector I, Building Inspector II, Building Inspector III, and Building Inspector IV who holds a State of California Certified Access Specialist certification and who is assigned by management to duties requiring the knowledge and skills acquired from such certification in their assignment, is eligible for a monthly bonus of \$250.00.

Section 11. Registration/License Bonus

Effective March 1, 2019, any permanent full time employee in a classification not requiring registration or license who attains a registration or license required in a higher classification in the classification series is eligible to receive a monthly bonus of \$250.00 until such time as the employee is promoted to the classification that requires the employee's registration or license, not to exceed eighteen (18) months from the date of registration or license.

Any permanent full-time employee in a classification not requiring registration or license who attains a registration or license required in a higher classification in the classification series is eligible to receive a monthly bonus of \$250.00 until such time as the employee is promoted to the classification that requires the employee's registration or license.

Section 12. 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 Executive Office.

The Department shall notify an employee in writing of the approval or denial of their written request within forty-five (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 CEO approval, upon their request they shall be returned to an assignment in their own classification until notified of the CEO'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 (2) 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 (2) standard salary schedules, unless the difference between the employee's class and the higher-level class is less than

two (2) standard salary schedules. In this case, the bonus shall be the difference between the two (2) 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 they qualify 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 23, Out-of-Class Assignments for the same assignment.

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

ARTICLE 8 SALARIES

Ratification Payments

\$5,000 effective upon ratification of the contract

\$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Joint Labor Management Financial Committee (JLMFC) – Employee Organization Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union, the CCU Chairperson, CCU staff and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within fifteen (15) days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustment

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.

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:

Cost of Living Adjustments (COLAs)

Approximately 2.0% (8 levels) COLA effective October 1, 2026

Approximately 5.0% (20 levels) COLA effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4141	CAPITAL PROJECTS MANAGER,PW	CURRENT 10/01/2026 10/01/2027	NO NO NO	119A 119J 121G	10557.00 10767.91 11311.91	13475.00 13744.82 14440.27
4209	HEAD ENVIRONMENTAL ENGINEERING SPEC	CURRENT 10/01/2026 10/01/2027	NO NO NO	117J 118F 120D	10199.00 10402.64 10928.27	13018.27 13278.09 13949.91
4142	SENIOR CAPITAL PROJECTS MANAGER,PW	CURRENT 10/01/2026 10/01/2027	NO NO NO	123A 123J 125G	11766.00 12000.91 12607.55	15020.00 15320.36 16094.82
3436	SENIOR CIVIL ENGINEER	CURRENT 10/01/2026 10/01/2027	NO NO NO	123A 123J 125G	11766.00 12000.91 12607.55	15020.00 15320.36 16094.82
3497	SENIOR ELECTRICAL ENGINEER	CURRENT 10/01/2026 10/01/2027	NO NO NO	123A 123J 125G	11766.00 12000.91 12607.55	15020.00 15320.36 16094.82
3553	SENIOR MECHANICAL ENGINEER	CURRENT 10/01/2026 10/01/2027	NO NO NO	123A 123J 125G	11766.00 12000.91 12607.55	15020.00 15320.36 16094.82
3588	SENIOR STRUCTURAL ENGINEER	CURRENT 10/01/2026 10/01/2027	NO NO NO	125A 125J 127G	12421.00 12669.73 13310.91	15857.00 16174.09 16991.91
4034	SUPERVISING ARCHITECT I	CURRENT 10/01/2026 10/01/2027	NO NO NO	117A 117J 119G	9999.00 10199.00 10715.18	12763.00 13018.27 13677.36
4036	SUPERVISING ARCHITECT II	CURRENT 10/01/2026 10/01/2027	NO NO NO	121A 121J 123G	11145.00 11367.55 11942.18	14227.00 14511.36 15245.27
3432	SUPVG CIVIL ENGINEERING ASSISTANT	CURRENT 10/01/2026 10/01/2027	NO NO NO	108H 109E 111C	7970.82 8129.36 8539.55	10174.00 10376.91 10901.18
4373	SUPVG ENGINEERING GEOLOGIST II	CURRENT 10/01/2026 10/01/2027	NO NO NO	119B 119K 121H	10583.36 10794.27 11339.73	13508.73 13778.55 14475.82
4374	SUPVG ENGINEERING GEOLOGIST III	CURRENT 10/01/2026 10/01/2027	NO NO NO	123A 123J 125G	11766.00 12000.91 12607.55	15020.00 15320.36 16094.82
4208	SUPVG ENVIRON ENGINEERING SPEC	CURRENT 10/01/2026 10/01/2027	NO NO NO	113J 114F 116D	9150.64 9333.00 9804.09	11680.09 11912.82 12514.27

4053 SUPERVISING LANDSCAPE ARCHITECT I	CURRENT	NO	112K	8927.36	11395.36
	10/01/2026	NO	113G	9105.73	11622.82
	10/01/2027	NO	115E	9565.55	12209.73
4057 SUPERVISING LANDSCAPE ARCHITECT II	CURRENT	NO	115K	9683.73	12360.64
	10/01/2026	NO	116G	9877.18	12607.55
	10/01/2027	NO	118E	10376.91	13245.27
3530 SUPVG TELECOM SYSTEMS ENGINEER	CURRENT	N40	120L	13082.09	14192.36
	10/01/2026	N40	121H	13343.73	14475.82
	10/01/2027	N40	123F	14019.18	15207.73

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.
- b. If no performance review is filed as defined in Paragraph 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 their department in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

- c. Grievances arising out of this Section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service 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.

ARTICLE 9 EMPLOYEE PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of ten percent (10%) of base monthly pay (five percent (5%) of base monthly pay if paid twice a month) or \$100.00, 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 (2) 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 (3) 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 fifteen percent (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 fifteen percent (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 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County 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 (1) week. "Hours worked" will be calculated as provided for by FLSA, 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 (1½) times their regular rate of pay. Regular rate of pay shall be calculated as provided for by FLSA.

B. An employee, except for employees in the Department of Health Services, may elect to accrue up to thirty (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 (1½) hours for each hour of overtime worked.

An employee who wants to use their accumulated compensatory time must submit a written request ten (10) 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 their accumulated compensatory time provided the employee is given thirty (30) calendar days' notice.

Employees may not accrue overtime hours which are worked during a County 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 FLSA, 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 employee's credit until twelve (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 forty (40) hours of work in a seven (7) 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, FLSA 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 Memorandum of Understanding shall be reincorporated into this Memorandum of Understanding 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 (1½) pay under other provisions of this Memorandum of Understanding (including time and one-half (1½) pay at the employee's option), such time shall be compensated with time and one-half (1½) 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 FLSA regulations.
 - (2) To the extent such time would have qualified for straight time pay under other provisions of this Memorandum of Understanding, 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 Memorandum of Understanding 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 their 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 Memorandum of Understanding.
- E. From July 1, 1994, through June 30, 1995, the County 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 Memorandum of Understanding for overtime worked by an employee during the fire emergencies declared by the County Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the County Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the Memorandum of Understanding, 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 ($1\frac{1}{2}$) compensatory time off (CTO) under the provisions of the Memorandum of Understanding, such overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}$), unless the employee opts to receive time and one-half ($1\frac{1}{2}$) CTO.
 - B. To the extent that such time would have qualified for straight time CTO under the provisions of the Memorandum of Understanding, 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 Memorandum of Understanding, 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 Memorandum 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 postcard furnished by CAPE requesting that information about CAPE be sent to their 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.

Department of Public Works (DPW) Joint Labor Management Committee (JLMC) composed of DPW Director or designee, DPW Manager, two (2) employee representatives, and one (1) CAPE staff member to investigate and identify by March 2010, the number of employees by program that the Department approved an entire degree program and who already started the program by June 2009, each employee's progress in the program, and remaining courses to be completed as well as the cost of completion of the program.

Re-opener will be in March 2010 & March 2011 regarding restoration and funding Tuition Reimbursement Program by Department.

ARTICLE 13 PERSONNEL FILES

An employee, or their 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 their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their 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 (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope. Electronic records should be erased or redacted upon a similar timeline to hard copies and upon written request, whichever comes first.

On reviewing their personnel file, an employee may request and have any written warnings issued more than two (2) years prior removed from their personnel file except as such may be a part of an official permanent record. The destruction date of the contents shall be clearly marked on the face of the sealed envelope. The dates shall be two (2) years from the date of issue of the documents contained within.

Upon adoption of this Memorandum of Understanding by the County Board of Supervisors, an employee in reviewing their personnel file may request and have any written reprimands issued more than two (2) years prior removed from their 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 (1) 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 SAFETYSection 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 Executive Office or their designee. A representative of such Division shall investigate the matter and advise the Department Head and CAPE of their 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 (2) representatives designated by the Association, and two (2) 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 (1) 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.

Section 3. Safety Equipment – Department of Public Works:

With management's approval, employees whose classifications are contained in this Unit may receive reimbursement for the purchase of safety work boots. Reimbursement amount shall not exceed \$150.00 per pair of boots. Reimbursement is contingent upon the suitability and job appropriateness of the safety work boots, which will be solely determined by the supervisor in consideration of operational needs, and safety standards, which includes but is not limited to departmental policy, rules, and regulations such as those established by the American National Standards Institute, American Society of Testing and Materials, and Cal/OSHA. Replacement of safety work boots will be provided on an as needed basis based upon management's approval.

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 affected 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. 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 3. 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 their 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 their immediate supervisor.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss their complaint with their 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 them 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 their 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 their written grievance, and to represent them in formal grievance meetings.
2. An employee may present their grievance to Management on County time, Provided that they accomplish 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 their 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 their immediate supervisor to absent themselves from their 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 25, Association Rights , may represent them 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 their knowledge of such occurrence, an employee may discuss their complaint in a meeting with their immediate supervisor.
- B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in their absence, their 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 their knowledge of such an occurrence, an employee shall file a formal written grievance. Three (3) copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy they request. The employee shall submit two (2) copies to their immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor or their authorized representative shall give their 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 their 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 their dissatisfaction with the answer given by their 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 their answer in writing. The employee may be accompanied by their designated representative at such a meeting.

4. Formal Complaint - Step 3, Department Head

- A. Within ten (10) business days from their 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 their 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 their 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 their authority.

Section 6. Arbitration

- 1. Within thirty (30) days from the receipt of the written decision of the Department Head, or their 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 the County Board of Supervisors, unless the arbitrator, in their 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 Executive Office or any other County department, agency or commission unless the arbitrator, in their 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 Executive 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 County 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 County Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition

Purpose

Implementation

Term

Renegotiation

Non-Discrimination

Safety

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.

Section 8. Grievance Mediation

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 18, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 18, Section 6, can be submitted to grievance mediation. Both CAPE and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or CAPE may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, CAPE, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 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 agreed 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 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 shall mean its Chief Executive Officer or their authorized representative, and any other County Department Head or their authorized representative, who has authority to resolve this matter.

- C. Within thirty (30) business days after the meeting provided in Paragraph 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 Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 18 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of 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 the County Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in their 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 ten (10) working days of their 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 County 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 County 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

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 Executive 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 them 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 their 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 (2) 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 five percent (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 twenty (20) consecutive working days, management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules; if the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this Article is paid;

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

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

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

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

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this Article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated 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 their out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this Memorandum of Understanding.

ARTICLE 24 PAYROLL DEDUCTION AND DUESSection 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 provisions of applicable state law, monthly by Management from the salary of each employee covered hereby who files with the Union 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 July 1 - July 31, annually, 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 ten (10) business days after the close of the withdrawal period.

Any attempt to cancel dues deduction submitted at any time other than the July 1-31 period shall not be honored, except in the case of newly-hired employees, for whom the following applies:

All newly hired employees will be offered the option at the time of hire to approve dues deduction. If a newly hired employee is offered that option within ninety (90) days prior to the next occurring July 1, the employee may not cancel dues deduction during that first July window period but may cancel dues deduction during the following July window period and thereafter. If the newly hired employee is offered that option ninety-one (91) days or longer before the next July window period, that employee may cancel dues deduction during the first July window period.

Section 3. Agency Election

If at any time during the term of 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 during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee 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 Memorandum of Understanding provisions of maintenance of membership set forth in Section 2 shall apply for the term of this Memorandum of Understanding.

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 (3) 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 (1) 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 their 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. 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.

G. Medical Trust

CCU has established a trust (the "CCU Trust") for the purposes of providing certain post- retirement health benefits through a retiree medical expense reimbursement plan ("Plan") to certain employees represented by CCU and their tax dependents. If the County agrees to participate in the CCU Trust and Plan by facilitating the transfer of mandatory employee salary-deduction contributions to the CCU Trust pursuant to the terms of the 2018 CCU Fringe Benefit Memorandum of Understanding ("Fringe MOU") and pursuant to an agreement with the trustees for the CCU Trust addressing administrative issues ("Special Agreement"), then BU 502 authorizes the County to permit the trustee (or its agent or delegate) to access the County's payroll system to (i) deduct \$25.00 on a pre-tax basis from the paychecks of employees represented by BU 502 who are designated below as eligible to contribute to the CCU Trust and Plan ("Eligible Employees") and (ii) mandatorily contribute those deducted amounts to the CCU Trust on behalf of those Eligible Employees ("Mandatory Contributions").

Individual employees shall not have the ability to opt in or out of these Mandatory Contributions. Such Mandatory Contributions shall be made in accordance with and subject to the Fringe Memorandum of Understanding and the Special Agreement. Any payroll deductions made pursuant to this Memorandum of Understanding shall be begin as soon as practicable, but no earlier than six (6) months after both the Special Agreement and Fringe Memorandum of Understanding have been executed and shall continue until modified by a new or amended BU 502 Memorandum of Understanding.

For purposes of Mandatory Contributions to the CCU Trust, BU 502 designates the following as Eligible Employees: full-time, permanent or recurrent employees represented by BU 502 and who are first hired by the County on and after July 1, 2014.

The paystub for each Eligible Employee shall include a description of the deduction as required by the California Labor Code.

This Article will become effective upon mutual agreement between the Parties.

ARTICLE 25 ASSOCIATION RIGHTSSection 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 their 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.

New Employee Orientation

Management shall provide a ten (10) day notice of hiring a new employee from the date of hiring to CAPE and provide a face-to-face meeting of authorized CAPE Representative(s) on County time with the new employee(s) for a maximum uninterrupted time of up to sixty (60) minutes at a location away from the employee(s)' work area (e.g., training area, conference room, or empty office) and absent other distractions, including management, Human Resources, and other union(s) representative(s) being present. The CAPE Representative(s) may provide the new employee(s) any information or materials about CAPE, its programs, benefits and becoming a member, and membership card.

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 their 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.

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 County Board of Supervisors for action, neither CAPE nor Management, nor their authorized representatives, will appear before the County Board of Supervisors or meet with members of the County 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 County 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 the County 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 Executive Officer or their duly authorized representative (Address: Kenneth Hahn Hall of Admin. 500 West Temple Street, Room 774-A, Los Angeles, California 90012; Telephone: (213) 974-4029), 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: 3018 East Colorado Boulevard, Suite 200, Pasadena, California 91107; Telephone: (626) 243-0340).

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 30CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to CAPE and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 31 NOTICE OF LAYOFFSection 1. Board Policy on Work Force Reductions

It is the intent of the parties during the term of this Memorandum of Understanding 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 ongoing 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 County's Board of Supervisors and/or CEO 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, Demotions, and Involuntary Transfers

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 their 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 their 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 ninety (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 their 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 (1) 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 County will furnish CAPE within thirty (30) days from the date of hiring a newly CAPE-eligible employee or by the first pay period of the month following the date of hiring the following information: Name, classification title, department, division, work location, work phone, home phone, personal cell phone, personal email, and home address. CAPE reserves the right to meet with the employee to offer membership.

The information identified herein shall be provided to CAPE regarding each employee whose classification is contained in the Bargaining Unit every 120 days. The County will not furnish CAPE an individual employee's home address, home telephone, personal cellular telephone, personal email, or date of birth who submitted a request to the County pursuant to Government Code Section 6254.3(c) objecting to disclosure of such information.

ARTICLE 37 JOINT LABOR-MANAGEMENT COMMITTEEPurpose

Management and Labor may institute discussion of issues at the department level that are of mutual concern, including but not limited to:

- Workload/Staffing
- Recruitment/Retention
- Tuition reimbursement
- Mentoring
- Contracting Out
- Career Paths-Lateral Transfer Opportunity
- Artificial Intelligence
- Employee lists for newly CAPE-eligible employees
- Safety
- Work Schedules/Work Assignment
- Overtime
- Surveyors-Outside Employment-Los Angeles County
- Telework

Procedures

1. Provide an agenda at least two (2) weeks (ten (10) business days) in advance of meeting.
2. The agenda shall contain no more than two (2) items for discussion.
3. A reasonable number of County and Labor representatives with direct knowledge of agenda items may attend Labor Management Committee meetings, absent operational impact.
4. Management shall respond within fourteen (14) business days upon receiving CAPE's recommendation on a subject discussed by the Committee.
5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

ARTICLE 38 TELEWORKSection 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to any employee. Employee requests to telework are subject to the approval of management. The department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on the suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the Teleworker or the Department at any time. If a telework assignment is terminated by management, the teleworker shall be given a reason.

Section 3. Expand Telework Opportunities

Departments will make reasonable efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, departments will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared disaster or other emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a management responsibility.

APPENDIX A

CAPE DELEGATE PROGRAM

CAPE has member employees who serve as its representatives in their workplace. CAPE and the County are interested in improving Employee Relations and have agreed to participate in a CAPE Delegate Program, which includes education training and other activities that strengthen CAPE's ability to communicate with employees in the workplace regarding employee relations matters.

CAPE shall provide CEO Employee Relations a two (2) week notice prior to release of CAPE delegate(s). CEO approval of an employee release to perform CAPE delegate duties are subject to absence of operational impact to the employee's assigned Department. Each CAPE delegate shall be released up to thirty (30) hours to perform CAPE delegate duties as described above.

The CEO will consider CAPE's request for an individual delegate's release beyond the initial thirty (30) hours, on a case-by-case basis.

APPENDIX B

COMMUNICATION THROUGH COUNTY EMAIL

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with Bargaining Unit members through their County e-mail addresses.

This work group will complete its work between January 2023 – April 2023. The workgroup will present recommendations to the County Board of Supervisors for any policy implementation.

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

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 

LISA ANDRES
CAPE President

By Joseph M.
Nicchitta

 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:51:12
-07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

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

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 29th day of
September 2026,

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, California Association of Professional Employees (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 the County 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.

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, 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 October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2028.

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 1 through May 15, 2028, 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 1, 2028. 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 September 30, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equitably to all employees covered herein, without preference or discrimination on the basis of race, color, ethnicity, family status, sexual orientation, gender identity, age, national origin, political or religious opinions or affiliations, individuals with disability status, or any other protected category as defined by applicable federal or state laws.

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by their Department Head or designated Management representative to return to work following the termination of their normal work shift or normal workweek and departure from their work location, the employee shall receive a minimum payment of four (4) hours pay at the rate of time and one-half (1½). Work performed in excess of four (4) 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 (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half (1½) 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 (2) hours earlier than their 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 they are 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 fifty cents (\$.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 Executive Officer shall authorize compensation for a supervisor at a rate of one dollar (\$1.00) per month more than the base rate of their 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 (FLSA).

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 Executive Office (CEO).

The Department shall notify an employee in writing of the approval or denial of their written request within forty-five (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 CEO approval, upon their request they shall be returned to an assignment in their own classification until notified of the CEO'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 (2) 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 (2) standard salary schedules unless the difference between the employee's class and the higher-level class is less than two (2) standard salary schedules. In this case, the bonus shall be the difference between the two (2) classes.

The bonus provision of Paragraph 2. above does not apply to employees on short-term higher-level assignments of two (2) 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 they qualify 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 23, Out-Of-Class Assignments for the same assignment.

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

Section 8. American Institute of Certified Planners (AICP) Certification

Effective December 1, 2007, the parties agree that employees in the classifications listed below, employed in a full-time, permanent position, and meet the following conditions shall receive a monthly bonus of eleven (11) levels (approximately two and three-quarters percent (2.75%):

- Proof of active American Institute of Certified Planners (AICP) Certification.
- The Employee's last Performance Evaluation just be "Competent" or higher.
- New hires shall receive the bonus as long as they maintain a competent level of performance.

- New Hires must not be on an improvement plan as part of an overall Improvement Needed Performance Evaluation.

Supervising Regional Planner	4441
Regional Planner II	4440
Regional Planner I	4439
Principal Regional Planning Assistant	4435
Senior Land Division Specialist	4433
Land Division Specialist	4432
Senior Regional Planning Assistant	4431
Regional Planning Assistant II	4430
Regional Planning Assistant I	4428
Senior Planning Aid	4476
Planning Aid IV	4475
Planning Aid III	4473
Planning Aid II	4472
Planning Aid I	4471

American Institute of Certified Planners (AICP) Certification – Department of Parks and Recreation.

Effective March 1, 2019, the Department of Parks & Recreation agrees to pay an annual bonus of five hundred dollars (\$500.00) to employees in the classifications listed below, employed in a full-time permanent position, and meet the following conditions:

4108 Departmental Facilities Planner I

4112 Departmental Facilities Planner II

4103 Park Planner

4099 Park Planning Assistant

- Proof of active AICP Certification
- Employee must maintain a Performance Evaluation of an overall Competent or higher.

- Employee must not be on an improvement needed plan as part of an overall improvement needed performance evaluation.
- Employee must be in good standing.

Section 9. Certified Access Specialist

Effective January 1, 2016, any permanent full-time Building Engineering Inspector, Senior Building Engineering Inspector, District Building and Safety Engineering Associate, Supervising Building and Safety Engineering Specialist, Associate Civil Engineer, Civil Engineer, Senior Civil Engineer, Head Building Inspector, Building Inspector I, Building Inspector II, Building Inspector III, and Building Inspector IV who holds a State of California Certified Access Specialist certification and who is assigned by Management to duties requiring the knowledge and skills acquired from such certification in their assignment, is eligible for a monthly bonus of two hundred and fifty dollars (\$250.00).

Section 10. Certification Bonus for Inspection Series

Effective March 1, 2019, any permanent full-time Building Engineering Inspector with a valid certification as Building Inspector – AND – a valid certification in all the following: Electrical, Plumbing, and Mechanical Inspector from a recognized code certification organization in a code used by the County of Los Angeles and who is assigned by Management to duties requiring the knowledge skills acquired from such certification in their assignment is eligible for a monthly bonus of one hundred and fifty dollars (\$150.00).

Effective March 1, 2019, any permanent full-time Building Inspector I, Building Inspector II, or Building Inspector III with a valid certification as Building Inspector – AND – a valid certification in all of the following: Electrical, Plumbing and Mechanical Inspector from a recognized code certification organization in a code used by the County of Los Angeles and who is assigned by Management to duties requiring the knowledge skills acquired from such certification in their assignment is eligible for a monthly bonus of one hundred and fifty dollars (\$150.00).

Section 11. Reimbursement of Required Certifications

Effective March 1, 2019, any permanent full-time Survey Mapping Technician, Senior Survey Mapping Technician, Principal Survey Mapping Technician, Survey Technician I or Survey Technician II, who obtains a Land Surveyor-in-Training certificate, is eligible for a one-time bonus of five hundred dollars (\$500.00).

Effective March 1, 2019, any permanent full-time employee in the Waste Control Engineering Group with a valid UST certification from a recognized code certification organization used by the County of Los Angeles shall receive reimbursement for renewal of the certification.

Effective March 1, 2019, any permanent full-time Building Engineering Inspector Aid with a valid certification from the International Code Council (ICC) as Building Inspector - AND – a valid certification in one of the following: Electrical, Plumbing, and Mechanical Inspector from a recognized code certification organization in a code used by the County

of Los Angeles and is assigned by Management to duties requiring the knowledge and skills acquired from such certification in their assignment is eligible for a monthly bonus of one hundred and fifty dollars (\$150.00).

Effective March 1, 2019 any permanent full-time employee in the Building Engineering Inspection Series or Building Inspection Series with the following certifications assigned by Management to duties requiring the knowledge and skills acquired from such certification shall be eligible for reimbursement of renewal costs:

- ICC Building Plans Examiner
- ICC Building Plans Examiner UBC
- ICC Electrical Plans Examiner
- ICC Building Inspector
- ICC Commercial Building Inspector
- ICC Commercial Electrical Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Plumbing Inspector
- ICC Building Inspector UBC
- ICC Plumbing Inspector UPC
- ICC Mechanical Inspector UMC
- ICC Plumbing Inspector
- ICC California Combination Inspector
- ICC Mechanical Plans Examiner
- ICC Plumbing Plans Examiner

ICC California Commercial Building Inspector
ICC California Commercial Electrical Inspector
ICC California Commercial Plumbing Inspector
ICC California Commercial Combination Inspector
ICC California Residential Building Inspector
ICC California Residential Electrical Inspector
ICC California Residential Plumbing Inspector
ICC California Residential Combination Inspector
ICC Residential Electrical Inspector
ICC Mechanical Inspector
ICC Residential Building Inspector
ICC Electrical Inspector

Section 12. Surveyor's Calculator and Software- Department of Public Works

Department of Public Works employees, whose classifications fall within the Survey classification series, will be issued a Management-approved calculator and necessary software at no cost to the employee.

This equipment will remain property of the Department and will be returned once the employee's classification falls outside of the Survey classification series.

Section 13. Professional License Bonus Language

Effective April 1, 2007, any Principal Survey Mapping-Technician in the Unit who holds a valid license as a Land Surveyor, and who is assigned by Management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Land Surveyor, will be paid a five and one-half percent (5.5%) Land Surveyor License Bonus.

Effective October 1, 2022, any Survey Technician I or Survey Technician II in the Unit who holds a valid license as a Land Surveyor, and who is assigned by Management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Land Surveyor, will be paid a five and one-half percent (5.5%) Land Surveyor License Bonus.

Effective April 1, 2007, any Highway Engineering Specialist in the Unit who holds a State of California Traffic Engineer license, and who is assigned by Management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Traffic Engineer, will be paid a two and three-quarters percent (2.75%) Traffic Engineer License Bonus.

ARTICLE 8 SALARIES

Ratification Payments

- \$5,000 effective upon ratification of the contract
- \$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

- 2.0% COLA effective October 1, 2026
- 5.0% COLA effective October 1, 2027

Fiscal Integrity

1. If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Joint Labor Management Financial Committee (JLMFC) – Employee Organization Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue

(Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union, the CCU Chairperson, CCU staff, and experts selected by the CCU to include, but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustment

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.

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

Cost of Living Adjustments (COLAs)

- Approximately 2.0% (8 levels) COLA effective October 1, 2026
- Approximately 5.0% (20 levels) COLA effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4101	AIRPORT PROJECT COORDINATOR	CURRENT	NO	104A	7028.00	8971.00
		10/01/2026	NO	104J	7168.36	9150.64
		10/01/2027	NO	106G	7531.27	9612.82
2469	ASST TITLE INSTRUMENT SPECIALIST	CURRENT	NO	104C	7063.09	9015.91
		10/01/2026	NO	104L	7203.45	9195.55
		10/01/2027	NO	106J	7568.36	9660.09
3716	ASSISTANT TRANSIT ANALYST, PW	CURRENT	NO	101D	6527.55	8331.91
		10/01/2026	NO	102A	6657.00	8497.00
		10/01/2027	NO	103K	6993.82	8927.36
4171	BUILDING ENGINEERING INSPECTOR	CURRENT	NO	105A	7221.00	9218.00
		10/01/2026	NO	105J	7365.73	9402.00
		10/01/2027	NO	107G	7738.55	9877.18
4167	BUILDING ENGINEERING INSPECTOR AID	CURRENT	NO	97L	5958.45	7605.45
		10/01/2026	NO	98H	6077.36	7757.64
		10/01/2027	NO	100F	6384.64	8149.45
4169	BUILDING INSPECTOR I	CURRENT	N20	105A	7624.00	9218.00
		10/01/2026	N20	105J	7776.73	9402.00
		10/01/2027	N20	107G	8169.55	9877.18
4173	BUILDING INSPECTOR II	CURRENT	NO	109A	8049.00	10274.00
		10/01/2026	NO	109J	8209.73	10479.82
		10/01/2027	NO	111G	8624.64	11009.55
4177	BUILDING INSPECTOR III	CURRENT	NO	110A	8270.00	10557.00
		10/01/2026	NO	110J	8435.09	10767.91
		10/01/2027	NO	112G	8861.91	11311.91

4161 BUILDING PERMIT TECHNICIAN I	CURRENT	NO	87L	4542.91	5798.82
	10/01/2026	NO	88H	4633.55	5914.82
	10/01/2027	NO	90F	4868.00	6213.82
4162 BUILDING PERMIT TECHNICIAN II	CURRENT	NO	91L	5063.64	6463.27
	10/01/2026	NO	92H	5165.09	6592.27
	10/01/2027	NO	94F	5425.82	6925.45
3633 CADASTRAL ENGINEER	CURRENT	NO	109D	8109.27	10351.18
	10/01/2026	NO	110A	8270.00	10557.00
	10/01/2027	NO	111K	8688.45	11090.82
3652 CIVIL ENGINEERING TECHNICIAN	CURRENT	NO	99D	6183.09	7892.64
	10/01/2026	NO	100A	6306.00	8049.00
	10/01/2027	NO	101K	6624.64	8455.73
3570 CLINICAL LAB EQUIPMENT SPECIALIST	CURRENT	NO	106C	7457.09	9518.27
	10/01/2026	NO	106L	7605.45	9707.36
	10/01/2027	NO	108J	7990.36	10199.00
3719 COMMUNICATIONS DESIGN TECHNICIAN	CURRENT	NO	94J	5465.91	6976.73
	10/01/2026	NO	95F	5574.64	7115.73
	10/01/2027	NO	97D	5856.64	7475.64
3725 COMMUNICATIONS SERVICES ANALYST	CURRENT	NO	106F	7512.73	9589.18
	10/01/2026	NO	107C	7662.18	9779.73
	10/01/2027	NO	109A	8049.00	10274.00
3971 CONSTRUCTION COST ESTIMATOR	CURRENT	NO	104C	7063.09	9015.91
	10/01/2026	NO	104L	7203.45	9195.55
	10/01/2027	NO	106J	7568.36	9660.09
4195 CONSTRUCTION INSPECTOR	CURRENT	NO	103F	6925.45	8840.09
	10/01/2026	NO	104C	7063.09	9015.91
	10/01/2027	NO	106A	7420.00	9471.00
4108 DEPARTMENTAL FACILITIES PLANNER I	CURRENT	NO	110B	8290.64	10583.36
	10/01/2026	NO	110K	8455.73	10794.27
	10/01/2027	NO	112H	8883.73	11339.73
4112 DEPARTMENTAL FACILITIES PLANNER II	CURRENT	NO	112B	8752.82	11172.82
	10/01/2026	NO	112K	8927.36	11395.36
	10/01/2027	NO	114H	9379.00	11971.55
3604 ENGINEERING AID I	CURRENT	NDO	80J	3742.45	4520.73
	10/01/2026	NDO	81F	3816.36	4610.82
	10/01/2027	NDO	83D	4006.73	4844.00
3606 ENGINEERING AID II	CURRENT	NO	85J	4281.64	5465.91
	10/01/2026	NO	86F	4367.09	5574.64
	10/01/2027	NO	88D	4588.09	5856.64

3608 ENGINEERING AID III	CURRENT	NO	91B	4952.36	6321.73
	10/01/2026	NO	91K	5051.27	6447.55
	10/01/2027	NO	93H	5307.00	6773.45
3852 ENGINEERING TESTING AID I	CURRENT	NDO	80J	3742.45	4520.73
	10/01/2026	NDO	81F	3816.36	4610.82
	10/01/2027	NDO	83D	4006.73	4844.00
3854 ENGINEERING TESTING AID II	CURRENT	NO	85J	4281.64	5465.91
	10/01/2026	NO	86F	4367.09	5574.64
	10/01/2027	NO	88D	4588.09	5856.64
3856 ENGINEERING TESTING AID III	CURRENT	NO	91B	4952.36	6321.73
	10/01/2026	NO	91K	5051.27	6447.55
	10/01/2027	NO	93H	5307.00	6773.45
3859 ENGINEERING TESTING TECHNICIAN	CURRENT	NO	95H	5602.09	7150.82
	10/01/2026	NO	96E	5713.73	7293.36
	10/01/2027	NO	98C	6002.82	7662.18
4213 ENVIRONMENTAL PROGRAMS INSPECTOR	CURRENT	NO	105D	7275.27	9287.00
	10/01/2026	NO	106A	7420.00	9471.00
	10/01/2027	NO	107K	7795.82	9950.27
4211 ENVIRONMENTAL PROGRAMS INSP TRAINEE	CURRENT	NO	99D	6183.09	7892.64
	10/01/2026	NO	100A	6306.00	8049.00
	10/01/2027	NO	101K	6624.64	8455.73
4085 FACILITIES PLANNING AID I	CURRENT	NO	80L	3760.82	4796.27
	10/01/2026	NO	81H	3834.91	4892.00
	10/01/2027	NO	83F	4026.55	5139.64
4086 FACILITIES PLANNING AID II	CURRENT	NO	88L	4667.64	5958.45
	10/01/2026	NO	89H	4761.09	6077.36
	10/01/2027	NO	91F	5001.82	6384.64
4090 FACILITIES PLANNING ASSISTANT	CURRENT	NO	94L	5492.64	7010.91
	10/01/2026	NO	95H	5602.09	7150.82
	10/01/2027	NO	97F	5885.73	7512.73
4122 FACILITIES PROJECT MANAGEMENT ASST	CURRENT	NO	94L	5492.64	7010.91
	10/01/2026	NO	95H	5602.09	7150.82
	10/01/2027	NO	97F	5885.73	7512.73
4123 FACILITIES PROJECT MANAGEMENT ASSOC	CURRENT	NO	105F	7311.45	9333.00
	10/01/2026	NO	106C	7457.09	9518.27
	10/01/2027	NO	108A	7834.00	9999.00
4125 FACILITIES PROJECT MANAGER I	CURRENT	NO	111K	8688.45	11090.82
	10/01/2026	NO	112G	8861.91	11311.91
	10/01/2027	NO	114E	9310.00	11883.45

4128 FACILITIES PROJECT MANAGER II	CURRENT	NO	116B	9755.36	12452.09
	10/01/2026	NO	116K	9950.27	12700.82
	10/01/2027	NO	118H	10454.09	13343.73
4413 GEOGRAPHIC INFO SYSTEMS ANALYST	CURRENT	NO	107D	7681.27	9804.09
	10/01/2026	NO	108A	7834.00	9999.00
	10/01/2027	NO	109K	8229.82	10505.55
4419 GEOGRAPHIC INFO SYST TECHNICIAN I	CURRENT	NO	100G	6400.36	8169.55
	10/01/2026	NO	101D	6527.55	8331.91
	10/01/2027	NO	103B	6857.09	8752.82
4411 GEOGRAPHIC INFO SYST TECHNICIAN II	CURRENT	NO	102G	6756.82	8624.64
	10/01/2026	NO	103D	6891.27	8796.45
	10/01/2027	NO	105B	7239.09	9241.00
3701 HIGHWAY ENGINEERING SPECIALIST	CURRENT	NO	109H	8189.64	10454.09
	10/01/2026	NO	110E	8352.55	10662.45
	10/01/2027	NO	112C	8774.64	11200.64
3683 HIGHWAY TECHNICIAN	CURRENT	NO	99D	6183.09	7892.64
	10/01/2026	NO	100A	6306.00	8049.00
	10/01/2027	NO	101K	6624.64	8455.73
2054 JUNIOR REAL PROPERTY AGENT	CURRENT	NJO	83B	4690.73	4820.00
	10/01/2026	NJO	83K	4784.55	4916.00
	10/01/2027	NJO	85H	5026.55	5165.09
4049 LANDSCAPE ARCHITECTURAL ASSOCIATE	CURRENT	NO	105K	7383.82	9425.00
	10/01/2026	NO	106G	7531.27	9612.82
	10/01/2027	NO	108E	7912.18	10099.00
3571 MEDICAL ELECTRONICS EQUIPMENT SPEC	CURRENT	NO	107D	7681.27	9804.09
	10/01/2026	NO	108A	7834.00	9999.00
	10/01/2027	NO	109K	8229.82	10505.55
4099 PARK PLANNING ASSISTANT	CURRENT	NO	99L	6290.64	8029.45
	10/01/2026	NO	100H	6416.09	8189.64
	10/01/2027	NO	102F	6740.18	8603.36
4107 PLANNER,BEACHES & HARBORS	CURRENT	NO	107L	7814.91	9974.64
	10/01/2026	NO	108H	7970.82	10174.00
	10/01/2027	NO	110F	8373.18	10688.82
3671 PRINCIPAL CIVIL ENGINEERING TECH	CURRENT	NO	105D	7275.27	9287.00
	10/01/2026	NO	106A	7420.00	9471.00
	10/01/2027	NO	107K	7795.82	9950.27
4104 PRINCIPAL FACILITIES PLANNING ASST	CURRENT	NO	105L	7401.91	9448.00
	10/01/2026	NO	106H	7549.82	9636.45
	10/01/2027	NO	108F	7931.73	10124.00
3691 PRINCIPAL HIGHWAY TECHNICIAN	CURRENT	NO	105D	7275.27	9287.00
	10/01/2026	NO	106A	7420.00	9471.00
	10/01/2027	NO	107K	7795.82	9950.27

4435 PRINCIPAL REGIONAL PLANNER	CURRENT	NO	110E	8352.55	10662.45
	10/01/2026	NO	111B	8518.27	10874.09
	10/01/2027	NO	112L	8949.18	11423.18
3628 PRINCIPAL SURVEY-MAPPING TECHNICIAN	CURRENT	NO	105D	7275.27	9287.00
	10/01/2026	NO	106A	7420.00	9471.00
	10/01/2027	NO	107K	7795.82	9950.27
2057 REAL PROPERTY AGENT I	CURRENT	NO	97B	5827.55	7438.55
	10/01/2026	NO	97K	5943.91	7586.91
	10/01/2027	NO	99H	6244.55	7970.82
2058 REAL PROPERTY AGENT II	CURRENT	NO	104B	7045.55	8993.45
	10/01/2026	NO	104K	7185.91	9173.09
	10/01/2027	NO	106H	7549.82	9636.45
4439 REGIONAL PLANNER I	CURRENT	NO	112D	8796.45	11228.45
	10/01/2026	NO	113A	8971.00	11451.00
	10/01/2027	NO	114K	9425.00	12030.27
4440 REGIONAL PLANNER II	CURRENT	NO	116E	9828.45	12545.36
	10/01/2026	NO	117B	10024.00	12794.91
	10/01/2027	NO	118L	10531.27	13442.18
4430 REGIONAL PLANNER	CURRENT	NO	104E	7098.18	9060.82
	10/01/2026	NO	105B	7239.09	9241.00
	10/01/2027	NO	106L	7605.45	9707.36
3033 SAFETY ASSISTANT	CURRENT	NO	94A	5359.00	6840.00
	10/01/2026	NO	94J	5465.91	6976.73
	10/01/2027	NO	96G	5742.09	7329.55
3034 SAFETY INSPECTOR	CURRENT	NO	100A	6306.00	8049.00
	10/01/2026	NO	100J	6431.82	8209.73
	10/01/2027	NO	102G	6756.82	8624.64
3036 SAFETY OFFICER	CURRENT	NO	103E	6908.36	8818.27
	10/01/2026	NO	104B	7045.55	8993.45
	10/01/2027	NO	105L	7401.91	9448.00
4175 SR BUILDING ENGINEERING INSPECTOR	CURRENT	NO	109A	8049.00	10274.00
	10/01/2026	NO	109J	8209.73	10479.82
	10/01/2027	NO	111G	8624.64	11009.55
3660 SENIOR CIVIL ENGINEERING TECHNICIAN	CURRENT	NO	101D	6527.55	8331.91
	10/01/2026	NO	102A	6657.00	8497.00
	10/01/2027	NO	103K	6993.82	8927.36
4197 SENIOR CONSTRUCTION INSPECTOR	CURRENT	NO	107F	7719.45	9852.82
	10/01/2026	NO	108C	7873.09	10049.00
	10/01/2027	NO	110A	8270.00	10557.00

4215 SR ENVIRONMENTAL PROGRAMS INSP	CURRENT	NO	108D	7892.64	10074.00
	10/01/2026	NO	109A	8049.00	10274.00
	10/01/2027	NO	110K	8455.73	10794.27
4414 SENIOR GEOGRAPHIC INFO SYST ANALYST	CURRENT	NO	112C	8774.64	11200.64
	10/01/2026	NO	112L	8949.18	11423.18
	10/01/2027	NO	114J	9402.00	12000.91
3687 SENIOR HIGHWAY TECHNICIAN	CURRENT	NO	101D	6527.55	8331.91
	10/01/2026	NO	102A	6657.00	8497.00
	10/01/2027	NO	103K	6993.82	8927.36
4433 SENIOR LAND DIVISION SPECIALIST	CURRENT	NO	107H	7757.64	9901.55
	10/01/2026	NO	108E	7912.18	10099.00
	10/01/2027	NO	110C	8311.27	10609.73
3621 SENIOR SURVEY-MAPPING TECHNICIAN	CURRENT	NO	101D	6527.55	8331.91
	10/01/2026	NO	102A	6657.00	8497.00
	10/01/2027	NO	103K	6993.82	8927.36
3887 SURVEY AID	CURRENT	NO	95L	5643.27	7203.45
	10/01/2026	NO	96H	5756.27	7347.64
	10/01/2027	NO	98F	6047.55	7719.45
3619 SURVEY-MAPPING TECHNICIAN	CURRENT	NO	99D	6183.09	7892.64
	10/01/2026	NO	100A	6306.00	8049.00
	10/01/2027	NO	101K	6624.64	8455.73
3889 SURVEY TECHNICIAN I	CURRENT	N20	107K	8229.82	9950.27
	10/01/2026	N20	108G	8393.82	10149.00
	10/01/2027	N20	110E	8818.27	10662.45
3890 SURVEY TECHNICIAN II	CURRENT	N20	109K	8688.45	10505.55
	10/01/2026	N20	110G	8861.91	10715.18
	10/01/2027	N20	112E	9310.00	11256.27
2465 TITLE EXAMINER I	CURRENT	N20	96K	6107.18	7383.82
	10/01/2026	N20	97G	6229.18	7531.27
	10/01/2027	N20	99E	6543.73	7912.18
2468 TITLE EXAMINER II	CURRENT	N20	101C	6874.18	8311.27
	10/01/2026	N20	101L	7010.91	8476.36
	10/01/2027	N20	103J	7365.73	8905.55
2472 TITLE INSTRUMENT SPECIALIST	CURRENT	NO	108C	7873.09	10049.00
	10/01/2026	NO	108L	8029.45	10249.00
	10/01/2027	NO	110J	8435.09	10767.91
3681 TRAFFIC CHECKER	CURRENT	NO	83B	3986.91	5088.73
	10/01/2026	NO	83K	4066.18	5190.55
	10/01/2027	NO	85H	4271.18	5452.55

3715 TRANSIT ANALYST	CURRENT	NO	105D	7275.27	9287.00
	10/01/2026	NO	106A	7420.00	9471.00
	10/01/2027	NO	107K	7795.82	9950.27
3917 VALUATION ENGINEER I	CURRENT	NO	106A	7420.00	9471.00
	10/01/2026	NO	106J	7568.36	9660.09
	10/01/2027	NO	108G	7951.27	10149.00
3919 VALUATION ENGINEER II	CURRENT	NO	110A	8270.00	10557.00
	10/01/2026	NO	110J	8435.09	10767.91
	10/01/2027	NO	112G	8861.91	11311.91

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.
- B. If no performance review is filed as defined in Paragraph 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 their Department in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

- C. Grievances arising out of this Section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service 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.

ARTICLE 9 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of ten percent (10%) of base monthly pay (five percent (5%) of base monthly pay if paid twice a month) or one hundred dollars (\$100.00), 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 (2) 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 (3) 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 fifteen percent (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 fifteen percent (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 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County 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 (1) week. "Hours worked" will be calculated as provided for by FLSA, 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 their regular rate of pay. Regular rate of pay shall be calculated as provided for by FLSA.

- B. An employee except for employees in Department of Health Services, may elect to accrue up to thirty (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 (1½) hours for each hour of overtime worked.

An employee who wants to use their accumulated compensatory time must submit a written request ten (10) 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 their accumulated compensatory time provided the employee is given thirty (30) calendar days' notice.

Employees may not accrue overtime hours which are worked during a County 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 FLSA, 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 twelve (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 forty (40) hours of work in a seven (7) 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 Memorandum of Understanding, FLSA 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 Memorandum of Understanding shall be reincorporated into this Memorandum of Understanding 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 ($1\frac{1}{2}$) pay under other provisions of this Memorandum of Understanding (including time and one-half ($1\frac{1}{2}$) pay at the employee's option), such time shall be compensated with time and one-half ($1\frac{1}{2}$) CTO, subject only to the maximum accumulation of two hundred and forty (240) hours or four hundred and eighty (480) hours for employees working an emergency response activity or a seasonal activity as defined by FLSA regulations.
- (2) To the extent such time would have qualified for straight time pay under other provisions of this Memorandum of Understanding, 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 Memorandum of Understanding 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 their 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 Memorandum of Understanding.
- E. From July 1, 1994, through June 30, 1995, the County 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 Memorandum of Understanding for overtime worked by an employee during the fire emergencies declared by the County Board of Supervisors in October and November 1993, and the Northridge

Earthquake Emergency declared by the County Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the Memorandum of Understanding, 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 ($1\frac{1}{2}$) compensatory time off (CTO) under the provisions of the Memorandum of Understanding, such overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}$), unless the employee opts to receive time and one-half ($1\frac{1}{2}$) CTO.
- B. To the extent that such time would have qualified for straight time CTO under the provisions of the Memorandum of Understanding, 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 Sections 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 Memorandum of Understanding, 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 Memorandum 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 PROVISIONSSection 1. Literature

Management agrees to give to each new employee in the Unit a postcard furnished by CAPE requesting that information about CAPE be sent to their 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.

Department of Public Works (DPW) Joint Labor Management Committee (JLMC) composed of DPW Director or designee, DPW Manager, two (2) employee representatives, and one (1) CAPE staff member to investigate and identify by March 2010 the number of employees, by program, that the Department approved an entire degree program, and who already started the program by June 2009, each employee's progress in the program, and remaining courses to be completed as well as the cost of completion of the program.

Re-opener will be in March 2010 and March 2011 regarding restoration and funding Tuition Reimbursement Program by Department.

Section 4. Engineering Technician's Job-Related Cost Fund-Pilot Program

The County of Los Angeles will advance the Joint Labor Management Committee one hundred thousand dollars (\$100,000.00) for the term of this agreement. These funds shall be used to provide job related costs.

ARTICLE 13 PERSONNEL FILES

An employee, or their 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 their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their 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 (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read: "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope. Electronic records should be erased or redacted upon a similar timeline to hard copies and upon written request, whichever comes first.

On reviewing their personnel file, an employee may request and have any written warnings issued more than two (2) years prior removed from their personnel file except as such may be a part of an official permanent record. The destruction date of the contents shall be clearly marked on the face of the sealed envelope. The dates shall be two (2) years from the date of issue of the documents contained within.

Upon adoption of this Memorandum of Understanding by the County Board of Supervisors, an employee may request the removal of any written warnings issued more than two years prior, unless warnings are 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 (1) 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 SAFETYSection 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 Executive Office or their designee. A representative of such Division shall investigate the matter and advise the Department Head and CAPE of their 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 (2) representatives designated by the Association and two (2) 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 (1) 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 to conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

Section 3. CAPE - Safety Equipment - Department of Regional Planning

The Department of Regional Planning will reimburse Zoning Enforcement (ZE) staff up to one hundred and fifty dollars (\$150.00) for a pair of safety work boots for assignments which require working in the field conducting zoning inspections, participating in Nuisance Abatement Team (NAT), and/or performing any field work related to code enforcement in which site inspections are necessary. This protective footwear is intended to provide foot protection for ZE staff while in the field and protect them against injury (e.g., impact, exposure, compression, puncture, etc.)

Replacement of safety work boots will be provided on an as needed basis based upon Management approval.

Section 4. CAPE - Safety Equipment - Department of Public Works

With Management approval, employees represented by BU 511 may receive reimbursement for the purchase of work boots. Reimbursement amount shall not exceed one hundred and fifty dollars (\$150.00) per pair of boots. Reimbursement is contingent upon the suitability and job-appropriateness of the work boots, which will be solely determined by the supervisor in consideration of operational needs, and safety standards (which includes, but is not limited to, Departmental policy, rules, and regulations such as those established by the American National Standards Institute, American Society of Testing and Materials, and Cal/OSHA).

Replacement of safety work boots will be provided on an as needed basis based upon Management approval.

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. 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 3. 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 their 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 their immediate supervisor.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss their complaint with their 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 them 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 their 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. If an employee fails to appeal from one (1) 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.
3. 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 their written grievance, and to represent them in formal grievance meetings.
2. An employee may present their grievance to Management on County time, provided that they accomplish 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 their 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 their immediate supervisor to absent themselves from their 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 25, Association Rights, may represent them 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 their knowledge of such occurrence, an employee may discuss their complaint in a meeting with their immediate supervisor.

- B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in their absence, their 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 their knowledge of such an occurrence, an employee shall file a formal written grievance. Three (3) copies of the Departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy they request. The employee shall submit two (2) copies to their immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor or their authorized representative shall give their 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 their 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 their dissatisfaction with the answer given by their 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 their answer in writing. The employee may be accompanied by their designated representative at such a meeting.

4. Formal Complaint - Step 3, Department Head

- A. Within ten (10) business days from their 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 their 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 their 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 their authority.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the Department Head, or their 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 the County Board of Supervisors, unless the arbitrator, in their 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 Executive Office or any other County Department, agency or commission unless the arbitrator, in his/hertheir 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 Executive 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 County 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 County Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition

Purpose

Implementation

Term

Renegotiation

Non-Discrimination

Safety

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.

Section 8. Grievance Mediation

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 18, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 18, Section 6, can be submitted to grievance mediation. Both CAPE and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or CAPE may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, CAPE, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 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 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 shall mean its Chief Executive Officer or their authorized representative, and any other County Department Head, or their authorized representative, who has authority to resolve this matter.
- C. Within thirty (30) business days after the meeting provided in Paragraph 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 Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 18 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of 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 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 the County Board of Supervisors; unless the arbitrator, in their 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 Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in their 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 a 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 ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one (1) 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 County 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 County 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

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 Executive 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 them 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 their 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 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 ASSIGNMENTSSection 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 (2) 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 five percent (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 twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules; if the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this Article is paid;

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

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

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

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

Section 3. Special Provisions

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

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated 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 their out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this Memorandum of Understanding.

ARTICLE 24 PAYROLL DEDUCTION AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such, in accordance with the provisions of applicable state law, other deductions as may be properly requested and lawfully permitted shall be deducted monthly by Management from the salary of each employee covered hereby who files with the Union 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 Memorandum of Understanding 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 July 1 to July 31, annually, 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 ten (10) business days after the close of the withdrawal period.

Any attempt to cancel dues deduction submitted at any time other than the July 1-31 period shall not be honored, except in the case of newly hired employees, for whom the following applies:

All newly hired employees will be offered the option at the time of hire to approve dues deduction. If a newly hired employee is offered that option within ninety (90) days prior to the next occurring July 1, the employee may not cancel dues deduction during that first July window period but may cancel dues deduction during the following July window period and thereafter. If the newly hired employee is offered that option ninety-one (91) days or longer before the next July window period, that employee may cancel dues deduction during the first July window period.

Section 3. Agency Election

If at any time during the term of 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 during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee 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 Memorandum of Understanding provisions of maintenance of membership set forth in Section 2 shall apply for the term of this Memorandum of Understanding.

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 their 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. 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.

Section 5. Medical Trust

CCU has established a trust (the "CCU Trust") for the purposes of providing certain post-retirement health benefits through a retiree medical expense reimbursement plan ("Plan") to certain employees represented by CCU and their tax dependents. If the County agrees to participate in the CCU Trust and Plan by facilitating the transfer of mandatory employee salary- deduction contributions to the CCU Trust pursuant to the terms of the 2018 CCU Fringe Benefit Memorandum of Understanding ("Fringe MOU") and pursuant to an agreement with the trustees for the CCU Trust addressing administrative issues ("Special Agreement"), then BU 511 authorizes the County to permit the trustee (or its agent or delegate) to access the County's payroll system to (i) deduct twenty-five dollars (\$25.00)

on a pre-tax basis from the paychecks of employees represented by BU 511 who are designated below as eligible to contribute to the CCU Trust and Plan ("Eligible Employees") and (ii) mandatorily contribute those deducted amounts to the CCU Trust on behalf of those Eligible Employees ("Mandatory Contributions"). Individual employees shall not have the ability to opt in or out of these Mandatory Contributions. Such Mandatory Contributions shall be made in accordance with and subject to the Fringe MOU and the Special Agreement. Any payroll deductions made pursuant to this Memorandum of Understanding shall begin as soon as practicable, but no earlier than six (6) months after both the Special Agreement and Fringe MOU have been executed and shall continue until modified by a new or amended BU 511 Memorandum of Understanding.

For purposes of Mandatory Contributions to the CCU Trust, BU 511 designates the following as Eligible Employees: Full-time, permanent or recurrent employees represented by BU 511 and who are first hired by the County on and after July 1, 2014.

The paystub for each Eligible Employee shall include a description of the deduction as required by the California Labor Code.

This Article will become effective upon mutual agreement between the Parties.

ARTICLE 25 ASSOCIATION RIGHTSSection 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 their 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.

New Employee Orientation

Management shall provide a ten (10) day notice of hiring a new employee from the date of hiring to CAPE and provide a face-to face meeting of authorized CAPE Representative(s) on County time with the new employee(s) for a maximum uninterrupted time of up to sixty (60) minutes at a location away from the employee(s)' work area (e.g., training area, conference room, or empty office) and absent other distractions, including Management, Human Resources, and other union(s) representative(s) being present. The CAPE Representative(s) may provide the new employee(s) any information or materials about CAPE, its programs, benefits and becoming a member, and membership card.

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 their 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.

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 of Understanding is pending before the County Board of Supervisors for action, neither CAPE nor Management, nor their authorized representatives, will appear before the County Board of Supervisors or meet with members of the County 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 County 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 the County 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 Executive Officer or their duly authorized representative (Address: Kenneth Hahn Hall of Admin. 500 West Temple Street, Room 774-A, Los Angeles, California 90012; Telephone: (213) 974-4029), 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: 3018 East Colorado Boulevard, Suite 200, Pasadena, CA 91107; Telephone: (626) 243-0340).

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 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to CAPE and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one Department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 31 NOTICE OF LAYOFFSection 1. Board Policy on Work Force Reductions

It is the intent of the parties during the term of this Memorandum of Understanding 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 31000et 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 ongoing 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 County Board of Supervisors and/or CEO 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, Demotions, and Involuntary Transfers

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 their grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDYSection 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 their 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 ninety (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 their 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 (1) 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 County will furnish CAPE within thirty (30) days from the date of hiring a newly CAPE-eligible employee or by the first pay period of the month following the date of hiring the following information: Name, classification title, Department, division, work location, work phone, home phone, personal cell phone, personal email, and home address. CAPE reserves the right to meet with the employee to offer membership.

The information identified herein shall be provided to CAPE regarding each employee whose classification is contained in the Bargaining Unit every one hundred and twenty (120) days. The County will not furnish CAPE an individual employee's home address, home telephone, personal cellular telephone, personal email, or date of birth who submitted a request to the County pursuant to Government Code Section 6254.3(c) objecting to disclosure of such information.

ARTICLE 37 JOINT LABOR-MANAGEMENT COMMITTEESection 1. Purpose

Management and Labor may institute discussion of issues at the Department level that are of mutual concern including but not limited to:

- Workload/Staffing
- Recruitment/Retention
- Tuition reimbursement
- Mentoring
- Contracting Out
- Career Paths- Lateral Transfer Opportunity
- Artificial Intelligence
- Employee lists for newly CAPE-eligible employees
- Safety
- Work Schedules/Work Assignment
- Overtime
- Surveyors - Outside Employment - Los Angeles County
- Telework

Section 2. Procedures

1. Provide an agenda at least two (2) weeks (ten (10) business days) in advance of meeting.
2. The agenda shall contain no more than two (2) items for discussion.

3. A reasonable number of County and Labor representatives with direct knowledge of agenda items may attend Labor Management Committee, absent operational impact.
4. Management shall respond within fourteen (14) business days upon receiving CAPE's recommendation on a subject discussed by the Committee.
5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

ARTICLE 38 TELEWORKSection 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a Management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to any employee. Employee requests to telework are subject to the approval of Management. The Department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on the suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the Teleworker or the Department at any time. If a telework assignment is terminated by Management, the teleworker shall be given a reason.

Section 3. Expand Telework Opportunities

Departments will make reasonable efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, Departments will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared disaster or other emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by Management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a Management responsibility.

APPENDIX ACAPE DELEGATE PROGRAM

CAPE has member employees who serve as its representatives in their workplace. CAPE and the County are interested in improving Employee Relations and have agreed to participate in a CAPE Delegate Program, which includes education training and other activities that strengthen CAPE's ability to communicate with employees in the workplace regarding employee relations matters.

CAPE shall provide CEO Employee Relations a two (2) week notice prior to release of CAPE delegate(s). CEO approval of an employee release to perform CAPE delegate duties are subject to absence of operational impact to the employee's assigned Department. Each CAPE delegate shall be released up to thirty (30) hours to perform CAPE delegate duties as described above. The CEO will consider CAPE's request for an individual delegate's release beyond the initial thirty (30) hours on a "case-by-case basis."

APPENDIX B

COMMUNICATION THROUGH COUNTY EMAIL

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with Bargaining Unit members through their County e-mail addresses.

This work group will complete its work between January 2023 – April 2023. The workgroup will present recommendations to the County Board of Supervisors for any policy implementation.

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

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 

LISA ANDRES
CAPE President

By Joseph M.
Nicchitta

 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:54:27 -07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

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

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 29th day of
September 2026,

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, the California Association of Professional Employees (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 the County 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.

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, 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 October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2028.

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 1 through May 15, 2028, 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 1, 2028. 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 September 30, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equitably to all employees covered herein, without preference or discrimination on the basis of race, color, ethnicity, family status, sexual orientation, gender identity, age, national origin, political or religious opinions or affiliations, individuals with disability status, or any other protected category as defined by applicable federal or state law.

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by their Department Head or designated Management representative to return to work following the termination of their normal work shift or normal workweek and departure from their work location, the employee shall receive a minimum payment of four (4) hours pay at the rate of time and one-half (1½). Work performed in excess of four (4) 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 (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half (1½) 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 (2) hours earlier than their 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 they are 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 fifty cents (\$.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 Executive Office shall authorize compensation for a supervisor at a rate of one dollar (\$1.00) per month more than the base rate of their 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 (FLSA).

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 Executive Office.

The Department shall notify an employee in writing of the approval or denial of their written request within forty-five (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 CEO approval, upon their request they shall be returned to an assignment in their own classification until notified of the CEO'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 (2) 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 (2) standard salary schedules, unless the difference between the employee's class and the higher-level class is less than two (2) standard salary schedules. In this case, the bonus shall be the difference between the two (2) classes.

The bonus provision of Paragraph 2. above does not apply to employees on short- term higher-level assignments of two (2) 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 they qualify 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 23, Out-of-Class Assignments for the same assignment. The additional compensation provided in this Section shall not constitute a base rate.

Section 8. American Institute of Certified Planners (AICP) Certification

Effective December 1, 2007, the parties agree that employees in the classifications listed below, employed in a full-time, permanent position, and meet the following conditions shall receive a monthly bonus of eleven (11) levels (approximately two and three-quarters percent (2.75%):

- Proof of active American Institute of Certified Planners (AICP) Certification.
- The Employee's last Performance Evaluation just be "Competent" or higher.

- New hires shall receive the bonus as long as they maintain a competent level of performance.
- New Hires must not be on an improvement plan as part of an overall Improvement Needed Performance Evaluation.

Supervising Regional Planner	4441
Regional Planner II	4440
Regional Planner I	4439
Principal Regional Planning Assistant	4435
Senior Land Division Specialist	4433
Land Division Specialist	4432
Senior Regional Planning Assistant	4431
Regional Planning Assistant II	4430
Regional Planning Assistant I	4428
Senior Planning Aid	4476
Planning Aid IV	4475
Planning Aid III	4473
Planning Aid II	4472
Planning Aid I	4471

American Institute of Certified Planners (AICP) Certification – Department of Parks and Recreation

Effective March 1, 2019, the Department of Parks & Recreation agrees to pay an annual bonus of five hundred dollars (\$500.00) to employees in the classifications listed below, employed in a full-time permanent position, and meet the following conditions:

4108 Departmental Facilities Planner I
 4112 Departmental Facilities Planner II
 4103 Park Planner
 4099 Park Planning Assistant

- Proof of active AICP Certification.
- Employee must maintain a Performance Evaluation of an overall Competent or higher.
- Employee must not be on an improvement needed plan as part of an overall improvement needed performance evaluation.
- Employee must be in good standing.

Section 9. Certified Access Specialist

Effective January 1, 2016, any permanent full-time Building Engineering Inspector, Senior Building Engineering Inspector, District Building and Safety Engineering Associate, Supervising Building and Safety Engineering Specialist, Associate Civil Engineer, Civil Engineer, Senior Civil Engineer, Head Building Inspector, Building Inspector I, Building Inspector II, Building Inspector III, and Building Inspector IV who holds a State of California Certified Access Specialist certification and who is assigned by Management to duties requiring the knowledge and skills acquired from such certification in their assignment, is eligible for a monthly bonus of two hundred and fifty dollars (\$250.00).

Section 10. Reimbursement of Required Certifications

Effective March 1, 2019, any permanent full-time employee in the Waste Control Engineering Group with a valid UST certification from a recognized code certification organization used by the County of Los Angeles shall receive reimbursement for renewal of the certification.

Effective March 1, 2019, any permanent full-time employee in the Building Engineering Inspection Series or Building Inspection Series with the following certifications assigned by Management to duties requiring the knowledge and skills acquired from such certification shall be eligible for reimbursement of renewal costs:

ICC Building Plans Examiner
ICC Building Plans Examiner UBC
ICC Electrical Plans Examiner
ICC Building Inspector
ICC Commercial Building Inspector
ICC Commercial Electrical Inspector
ICC Commercial Mechanical Inspector
ICC Commercial Plumbing Inspector
ICC Building Inspector UBC
ICC Plumbing Inspector UPC
ICC Mechanical Inspector UMC
ICC Plumbing Inspector
ICC California Combination Inspector
ICC Mechanical Plans Examiner
ICC Plumbing Plans Examiner
ICC California Commercial Building Inspector
ICC California Commercial Electrical Inspector
ICC California Commercial Plumbing Inspector

ICC California Commercial Combination Inspector
ICC California Residential Building Inspector
ICC California Residential Electrical Inspector
ICC California Residential Plumbing Inspector
ICC California Residential Combination Inspector
ICC Residential Electrical Inspector
ICC Mechanical Inspector
ICC Residential Building Inspector
ICC Electrical Inspector

Section 11. Professional License Bonus Language

Effective April 1, 2007, any Supervising Cadastral Engineer I, II, III, or Supervising Survey-Mapping Technician in the Unit who holds a valid license as a Land Surveyor, and who is assigned by Management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Land Surveyor, will be paid a five and one-half percent (5.5%) Land Surveyor License Bonus.

Effective October 1, 2022, any Survey Party Chief I or Survey Party Chief II in the Unit who holds a valid license as a Land Surveyor, and who is assigned by Management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Land Surveyor, will be paid a five and one-half percent (5.5%) Land Surveyor License Bonus.

Effective April 1, 2007, any Supervising Highway Engineering Specialist I or II in the Unit who holds a State of California Traffic Engineer license, and who is assigned by Management to duties requiring the knowledge and skill which are both certified and characterized by licensure as a Traffic Engineer, will be paid a two and three-quarters percent (2.75%) Traffic Engineer License Bonus.

Section 12. Surveyor's Calculator and Software- Department of Public Works

Department of Public Works employees whose classifications fall within the Survey classification series will be issued a management approved calculator and necessary software at no cost to the employee.

This equipment will remain property of the Department and will be returned once the employee's classification falls outside of the Survey classification series.

ARTICLE 8 SALARIES

Ratification Payments

- \$5,000 effective upon ratification of the contract
- \$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

- 2.0% COLA effective October 1, 2026
- 5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Joint Labor Management Financial Committee (JLMFC) – Employee Organization Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.

2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer).

These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union, the CCU Chairperson, CCU staff and experts selected by the CCU to include but not limited to legal, financial, and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustment

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.

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:

Cost of Living Adjustments (COLAs)

- Approximately 2.0% (8 levels) COLA effective October 1, 2026
- Approximately 5.0% (20 levels) COLA effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4179	BUILDING INSPECTOR IV	CURRENT	NO	107H	7757.64	9901.55
		10/01/2022	NO	109H	8189.64	10454.09
		10/01/2023	NO	110K	8455.73	10794.27
		10/01/2024	NO	112A	8731.00	11145.00
4185	BUILDING REHABILITATION SUPERVISOR	CURRENT	NO	112G	8861.91	11311.91
		10/01/2022	NO	114G	9356.00	11942.18
		10/01/2023	NO	115J	9660.09	12330.45
		10/01/2024	NO	116L	9974.64	12731.91
4114	CHIEF, PROPERTY PLANNING, ISD	CURRENT	NO	109L	8249.91	10531.27
		10/01/2022	NO	111L	8709.73	11117.91
		10/01/2023	NO	113B	8993.45	11479.64
		10/01/2024	NO	114D	9287.00	11854.09
5909	CONSTRUCTION SUPERINTENDENT	CURRENT	NO	108K	8009.91	10224.00
		10/01/2022	NO	110K	8455.73	10794.27
		10/01/2023	NO	112A	8731.00	11145.00
		10/01/2024	NO	113C	9015.91	11508.27
4183	DISTRICT BLDG & SAFETY ENGRG ASSOC	CURRENT	NO	108G	7951.27	10149.00
		10/01/2022	NO	110G	8393.82	10715.18
		10/01/2023	NO	111J	8667.18	11063.73
		10/01/2024	NO	112L	8949.18	11423.18
3907	FIELD ENGINEER	CURRENT	NO	113K	9173.09	11708.73
		10/01/2022	NO	119F	10688.82	13643.64
		10/01/2023	NO	120H	11036.64	14088.45
		10/01/2024	NO	121K	11395.36	14546.91
4180	HEAD BUILDING INSPECTOR	CURRENT	NO	111H	8645.91	11036.64
		10/01/2022	NO	113H	9128.18	11651.45
		10/01/2023	NO	114K	9425.00	12030.27
		10/01/2024	NO	116A	9731.00	12421.00
4199	HEAD CONSTRUCTION INSPECTOR	CURRENT	NO	107B	7643.09	9755.36
		10/01/2022	NO	109B	8069.09	10299.73
		10/01/2023	NO	110D	8331.91	10636.09
		10/01/2024	NO	111F	8603.36	10982.45

5913 HEAD CONSTRUCTION SUPERINTENDENT	CURRENT	NO	112K	8927.36	11395.36
	10/01/2022	NO	114K	9425.00	12030.27
	10/01/2023	NO	116A	9731.00	12421.00
	10/01/2024	NO	117C	10049.00	12826.82
4103 PARK PLANNER	CURRENT	NO	101G	6576.09	8393.82
	10/01/2022	NO	103G	6942.55	8861.91
	10/01/2023	NO	104J	7168.36	9150.64
	10/01/2024	NO	105L	7401.91	9448.00
4105 PARK PROJECT COORDINATOR	CURRENT	NO	101G	6576.09	8393.82
	10/01/2022	NO	103G	6942.55	8861.91
	10/01/2023	NO	104J	7168.36	9150.64
	10/01/2024	NO	105L	7401.91	9448.00
4132 PRINCIPAL FACILITIES PROJECT MGR	CURRENT	NO	114K	9425.00	12030.27
	10/01/2022	NO	116K	9950.27	12700.82
	10/01/2023	NO	118A	10274.00	13114.00
	10/01/2024	NO	119C	10609.73	13542.45
2061 PRINCIPAL REAL PROPERTY AGENT	CURRENT	NO	110J	8435.09	10767.91
	10/01/2022	NO	112J	8905.55	11367.55
	10/01/2023	NO	113L	9195.55	11737.36
	10/01/2024	NO	115B	9494.64	12119.18
3743 REGIONAL SEWER MAINTENANCE SUPT	CURRENT	NO	108K	8009.91	10224.00
	10/01/2022	NO	110K	8455.73	10794.27
	10/01/2023	NO	112A	8731.00	11145.00
	10/01/2024	NO	113C	9015.91	11508.27
5950 ROAD MAINTENANCE SUPERINTENDENT	CURRENT	NO	108K	8009.91	10224.00
	10/01/2022	NO	110K	8455.73	10794.27
	10/01/2023	NO	112A	8731.00	11145.00
	10/01/2024	NO	113C	9015.91	11508.27
5948 ROAD MAINTENANCE SUPERVISOR	CURRENT	NO	101K	6624.64	8455.73
	10/01/2022	NO	103K	6993.82	8927.36
	10/01/2023	NO	105A	7221.00	9218.00
	10/01/2024	NO	106C	7457.09	9518.27
2059 SENIOR REAL PROPERTY AGENT	CURRENT	NO	104J	7168.36	9150.64
	10/01/2022	NO	106J	7568.36	9660.09
	10/01/2023	NO	107L	7814.91	9974.64
	10/01/2024	NO	109B	8069.09	10299.73
4431 SENIOR REGIONAL PLANNER	CURRENT	NO	102A	6657.00	8497.00
	10/01/2022	NO	104A	7028.00	8971.00
	10/01/2023	NO	105C	7257.18	9264.00
	10/01/2024	NO	106E	7494.18	9565.55
3682 SENIOR TRAFFIC CHECKER	CURRENT	NO	83J	4056.27	5177.82
	10/01/2022	NO	85J	4281.64	5465.91
	10/01/2023	NO	86L	4421.18	5643.27
	10/01/2024	NO	88B	4565.36	5827.55

4187 SUPVG BUILDING & SAFETY ENGRG SPEC	CURRENT	NO	112G	8861.91	11311.91
	10/01/2022	NO	114G	9356.00	11942.18
	10/01/2023	NO	115J	9660.09	12330.45
	10/01/2024	NO	116L	9974.64	12731.91
3634 SUPERVISING CADASTRAL ENGINEER I	CURRENT	NO	105D	7275.27	9287.00
	10/01/2022	NO	107D	7681.27	9804.09
	10/01/2023	NO	108F	7931.73	10124.00
	10/01/2024	NO	109H	8189.64	10454.09
3637 SUPERVISING CADASTRAL ENGINEER II	CURRENT	NO	109D	8109.27	10351.18
	10/01/2022	NO	111D	8560.82	10928.27
	10/01/2023	NO	112F	8840.09	11284.09
	10/01/2024	NO	113H	9128.18	11651.45
3638 SUPERVISING CADASTRAL ENGINEER III	CURRENT	NO	112L	8949.18	11423.18
	10/01/2022	NO	114L	9448.00	12059.64
	10/01/2023	NO	116B	9755.36	12452.09
	10/01/2024	NO	117D	10074.00	12858.73
3673 SUPVG CIVIL ENGINEERING TECHNICIAN	CURRENT	NO	100L	6463.27	8249.91
	10/01/2022	NO	102L	6823.36	8709.73
	10/01/2023	NO	104B	7045.55	8993.45
	10/01/2024	NO	105D	7275.27	9287.00
3860 SUPVG ENGINEERING TESTING TECH I	CURRENT	NO	95H	5602.09	7150.82
	10/01/2022	NO	97H	5914.82	7549.82
	10/01/2023	NO	98K	6107.18	7795.82
	10/01/2024	NO	100A	6306.00	8049.00
3863 SUPVG ENGINEERING TESTING TECH II	CURRENT	NO	99H	6244.55	7970.82
	10/01/2022	NO	101H	6592.27	8414.45
	10/01/2023	NO	102K	6806.73	8688.45
	10/01/2024	NO	104A	7028.00	8971.00
4412 SUPVG GEOGRAPHIC INFO SYST TECH	CURRENT	NO	102L	6823.36	8709.73
	10/01/2022	NO	104L	7203.45	9195.55
	10/01/2023	NO	106B	7438.55	9494.64
	10/01/2024	NO	107D	7681.27	9804.09
3705 SUPVG HIGHWAY ENGRG SPECIALIST I	CURRENT	NO	105D	7275.27	9287.00
	10/01/2022	NO	107D	7681.27	9804.09
	10/01/2023	NO	108F	7931.73	10124.00
	10/01/2024	NO	109H	8189.64	10454.09
3712 SUPVG HIGHWAY ENGRG SPECIALIST II	CURRENT	NO	109D	8109.27	10351.18
	10/01/2022	NO	111D	8560.82	10928.27
	10/01/2023	NO	112F	8840.09	11284.09
	10/01/2024	NO	113H	9128.18	11651.45
4441 SUPERVISING REGIONAL PLANNER	CURRENT	NO	112A	8731.00	11145.00
	10/01/2022	NO	114A	9218.00	11766.00
	10/01/2023	NO	115C	9518.27	12149.36
	10/01/2024	NO	116E	9828.45	12545.36

3631 SUPVG SURVEY-MAPPING TECHNICIAN	CURRENT	NO	100L	6463.27	8249.91
	10/01/2022	NO	102L	6823.36	8709.73
	10/01/2023	NO	104B	7045.55	8993.45
	10/01/2024	NO	105D	7275.27	9287.00
2471 SUPERVISING TITLE EXAMINER I	CURRENT	NO	99J	6259.91	7990.36
	10/01/2022	NO	102K	6806.73	8688.45
	10/01/2023	NO	104A	7028.00	8971.00
	10/01/2024	NO	105C	7257.18	9264.00
2474 SUPERVISING TITLE EXAMINER II	CURRENT	NO	104J	7168.36	9150.64
	10/01/2022	NO	107K	7795.82	9950.27
	10/01/2023	NO	109A	8049.00	10274.00
	10/01/2024	NO	110C	8311.27	10609.73
2476 SUPERVISING TITLE EXAMINER III	CURRENT	NO	108J	7990.36	10199.00
	10/01/2022	NO	111K	8688.45	11090.82
	10/01/2023	NO	113A	8971.00	11451.00
	10/01/2024	NO	114C	9264.00	11824.73
3921 SUPERVISING VALUATION ENGINEER I	CURRENT	NO	109H	8189.64	10454.09
	10/01/2022	NO	111H	8645.91	11036.64
	10/01/2023	NO	112K	8927.36	11395.36
	10/01/2024	NO	114A	9218.00	11766.00
3923 SUPERVISING VALUATION ENGINEER II	CURRENT	NO	112K	8927.36	11395.36
	10/01/2022	NO	114K	9425.00	12030.27
	10/01/2023	NO	116A	9731.00	12421.00
	10/01/2024	NO	117C	10049.00	12826.82
4217 SUPVG WASTE CONTROL ENGRG INSP I	CURRENT	NO	106E	7494.18	9565.55
	10/01/2022	NO	108L	8029.45	10249.00
	10/01/2023	NO	110B	8290.64	10583.36
	10/01/2024	NO	111D	8560.82	10928.27
4219 SUPVG WASTE CONTROL ENGRG INSP II	CURRENT	NO	109E	8129.36	10376.91
	10/01/2022	NO	111L	8709.73	11117.91
	10/01/2023	NO	113B	8993.45	11479.64
	10/01/2024	NO	114D	9287.00	11854.09
4203 SUPERVISOR, CONTRACT CONSTRUCTION	CURRENT	NO	110E	8352.55	10662.45
	10/01/2022	NO	112E	8818.27	11256.27
	10/01/2023	NO	113G	9105.73	11622.82
	10/01/2024	NO	114J	9402.00	12000.91
3893 SURVEY PARTY CHIEF I	CURRENT	NO	105B	7239.09	9241.00
	10/01/2022	NO	110J	8435.09	10767.91
	10/01/2023	NO	111L	8709.73	11117.91
	10/01/2024	NO	113B	8993.45	11479.64

3895 SURVEY PARTY CHIEF II	CURRENT	NO	107B	7643.09	9755.36
	10/01/2022	NO	112J	8905.55	11367.55
	10/01/2023	NO	113L	9195.55	11737.36
	10/01/2024	NO	115B	9494.64	12119.18
3901 SURVEY SUPERVISOR I, FLOOD CONTROL	CURRENT	NO	109F	8149.45	10402.64
	10/01/2022	NO	115B	9494.64	12119.18
	10/01/2023	NO	116D	9804.09	12514.27
	10/01/2024	NO	117F	10124.00	12922.55

Fiscal Emergency Language:

In the event it becomes necessary for the County to use Funds from its reserves for operational purposes, or in the event of an unanticipated event or natural disaster which results in the Board of Supervisors declaring a fiscal emergency, the County shall have the right to reopen the MOU on issues of pay and/or benefits.

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.
- B. If no performance review is filed as defined in Paragraph 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 their department in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

- C. Grievances arising out of this Section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service 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.

ARTICLE 9 EMPLOYEE PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of ten (10) percent of base monthly pay (five percent (5%) of base monthly pay if paid twice a month) or one hundred dollars (\$100.00), 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 (2) 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 (3) 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 fifteen percent (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 fifteen percent (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 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County 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 (1) week. "Hours worked" will be calculated as provided for by FLSA, 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 (1½) times their regular rate of pay. Regular rate of pay shall be calculated as provided for by the FLSA.

- B. An employee except for employees in Department of Health Services, may elect to accrue up to thirty (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 (1½) hours for each hour of overtime worked.

An employee who wants to use their accumulated compensatory time must submit a written request ten (10) 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 their accumulated compensatory time provided the employee is given thirty (30) calendar days notice.

Employees may not accrue overtime hours which are worked during a County 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 FLSA, 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 twelve (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 forty (40) hours of work in a seven (7) 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, FLSA 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 Memorandum of Understanding shall be reincorporated into this Memorandum of Understanding 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 ($1\frac{1}{2}$) pay under other provisions of this Memorandum of Understanding (including time and one-half ($1\frac{1}{2}$) pay at the employee's option), such time shall be compensated with time and one-half ($1\frac{1}{2}$) CTO, subject only to the maximum accumulation of two hundred and forty (240) hours or four hundred and eighty (480) hours for employees working an emergency response activity or a seasonal activity as defined by FLSA regulations.
- (2) To the extent such time would have qualified for straight time pay under other provisions of this Memorandum of Understanding, 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 Memorandum of Understanding 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 their 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 Memorandum of Understanding.
- E. From July 1, 1994, through June 30, 1995, the County 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 Memorandum of Understanding for overtime worked by an employee during the fire emergencies declared by the County Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the County Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the Memorandum of Understanding,

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 (1½) compensatory time off (CTO) under the provisions of the Memorandum of Understanding, such overtime shall be paid at the rate of time and one-half (1½), unless the employee opts to receive time and one-half (1½) CTO.
 - B. To the extent that such time would have qualified for straight time CTO under the provisions of the Memorandum of Understanding, 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 Sections 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 Memorandum of Understanding, or the circumstances under which overtime compensation must be paid.
2. 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.

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.

3. 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.
4. 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 Memorandum 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 postcard furnished by CAPE requesting that information about CAPE be sent to their 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.

Department of Public Works (DPW) Joint Labor Management Committee (JLMC) composed of DPW Director or designee, DPW Manager, two (2) employee representatives and one (1) CAPE staff member to investigate and identify by March 2010 the number of employees by program that the Department approved an entire degree program and who already started the program by June 2009, each employee's progress in the program and remaining courses to be completed as well as the cost of completion of the program.

Re-opener in March 2010 & March 2011, regarding restoration and funding Tuition Reimbursement Program by Department.

Section 4. Engineering Technician's Job-Related Cost Fund-Pilot Program

The County of Los Angeles will advance the Joint Labor Management Committee one hundred thousand dollars (\$100,000.00) for the term of this agreement. These funds shall be used to provide job related costs.

ARTICLE 13 PERSONNEL FILES

An employee, or their 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 their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their 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 (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read: "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope. Electronic records should be erased or redacted upon a similar timeline to hard copies and upon written request, whichever comes first.

On reviewing their personnel file, an employee may request and have any written warnings issued more than two (2) years prior removed from their personnel file except as such may be a part of an official permanent record. The destruction date of the contents shall be clearly marked on the face of the sealed envelope. The dates shall be two (2) years from the date of issue of the documents contained within.

Upon adoption of this Memorandum of Understanding by the County Board of Supervisors, an employee may request the removal of any written warnings issued more than two years prior, unless warnings are 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 (1) 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 SAFETYSection 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 Executive Office or their designee. A representative of such Division shall investigate the matter and advise the Department Head and CAPE of their 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 (2) representatives designated by the Association, and two (2) 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 (1) 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.

Section 3. CAPE - Safety Equipment - Department of Regional Planning

The Department of Regional Planning will reimburse Zoning Enforcement (ZE) staff up to one hundred and fifty dollars (\$150.00) for a pair of safety work boots for assignments which require working in the field conducting zoning inspections, participating in Nuisance Abatement Team (NAT), and/or performing any field work related to code enforcement in which site inspections are necessary. This protective footwear is intended to provide foot protection for ZE staff while in the field and protect them against injury (e.g., impact, exposure, compression, puncture, etc.)

Replacement of safety work boots will be provided on an as needed basis based upon management approval.

Section 4. CAPE - Safety Equipment - Department of Public Works

With management approval, employees represented by BU 512 may receive reimbursement for the purchase of work boots. Reimbursement amount shall not exceed one hundred and fifty dollars (\$150.00) per pair of boots. Reimbursement is contingent upon the suitability and job-appropriateness of the work boots, which will be solely determined by the supervisor in consideration of operational needs, and safety standards (which includes but is not limited to departmental policy, rules, and regulations such as

those established by the American National Standards Institute, American Society of Testing and Materials, and Cal/OSHA).

Replacement of safety work boots will be provided on an as needed basis based upon management approval.

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ARTICLE 16 WORK SCHEDULESSection 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. 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 3. 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 their 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 PROCEDURESection 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 their immediate supervisor.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss their complaint with their 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 them 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 their 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. 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.
3. 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 their written grievance, and to represent them in formal grievance meetings.

2. An employee may present their grievance to Management on County time, provided that they accomplish 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 their 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 their immediate supervisor to absent themselves from their 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 25, Association Rights, may represent them 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 their knowledge of such occurrence, an employee may discuss their complaint in a meeting with their immediate supervisor.

- B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in their absence, their 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 (3) copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy they requests. The employee shall submit two (2) copies to their immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor or their authorized representative shall give their 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 their 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 their dissatisfaction with the answer given by their 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 their answer in writing. The employee may be accompanied by their designated representative at such a meeting.

4 Formal Complaint - Step 3, Department Head

- A. Within ten (10) business days from their 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 their 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 their 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 their authority.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the Department Head, or their 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 the County Board of Supervisors, unless the arbitrator, in their 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 Executive Office or any other County department, agency or commission unless the arbitrator, in their 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 Executive 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 County 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 County Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Recognition
 - Purpose
 - Implementation
 - Term
 - Renegotiation
 - Non-Discrimination

Safety

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.

Section 8. Grievance Mediation

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 18, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 18, Section 6, can be submitted to grievance mediation. Both CAPE and Management must mutually agree to submit a qualifying grievance to grievance mediation.

3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or CAPE may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, CAPE, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

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

ARTICLE 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 agreed 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 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 shall mean its Chief Executive Officer or their authorized representative, and any other County Department Head or their authorized representative, who has authority to resolve this matter.
- C. Within thirty (30) business days after the meeting provided in Paragraph 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 Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 18 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of 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 the County Board of Supervisors; unless the arbitrator, in their 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 Executive Office, or any other County department, agency, or commission, unless the arbitrator, in their 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 a 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 ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one (1) 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 County 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 County 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

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 Executive 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 them 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 their 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 (2) 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 five percent (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 twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules; if the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this Article is paid;

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

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

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

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

Section 3. Special Provisions

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

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated 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 their out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this Memorandum of Understanding.

ARTICLE 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 the Union 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 July 1 to July 31, annually, 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.

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 ten (10) business days after the close of the withdrawal period.

Any attempt to cancel dues deduction submitted at any time other than the July 1 -31 period shall not be honored, except in the case of newly-hired employees, for whom the following applies:

All newly hired employees will be offered the option at the time of hire to approve dues deduction. If a newly hired employee is offered that option within ninety (90) days prior to the next occurring July 1, the employee may not cancel dues deduction during that first July window period but may cancel dues deduction during the following July window period and thereafter. If the newly hired employee is offered that option ninety-one (91) days or longer before the next July window period, that employee may cancel dues deduction during the first July window period.

Section 3. Agency Election

If at any time during the term of 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 during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee 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 Memorandum of Understanding provisions of maintenance of membership set forth in Section 2 shall apply for the term of this Memorandum of Understanding.

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 (3) 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.

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 (1) 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 their 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. 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.

G. Medical Trust

CCU has established a trust (the "CCU Trust") for the purposes of providing certain post-retirement health benefits through a retiree medical expense reimbursement plan ("Plan") to certain employees represented by CCU and their tax dependents. If the County agrees to participate in the CCU Trust and Plan by facilitating the transfer of mandatory employee salary-deduction contributions to the CCU Trust pursuant to the terms of the 2018 CCU Fringe Benefit Memorandum of Understanding ("Fringe MOU") and pursuant to an agreement with the trustees for the CCU Trust addressing administrative issues ("Special Agreement"), then BU 512 authorizes the County to permit the trustee (or its agent or delegate) to access the County's payroll system to (i) deduct twenty-five dollars (\$25.00) on a pre-tax basis from the paychecks of employees represented by BU 512 who are designated below as eligible to contribute to the CCU Trust and Plan ("Eligible Employees") and (ii) mandatorily contribute those deducted amounts to the CCU Trust on behalf of those Eligible Employees ("Mandatory Contributions").

Individual employees shall not have the ability to opt in or out of these Mandatory Contributions. Such Mandatory Contributions shall be made in accordance with and subject to the Fringe MOU and the Special Agreement. Any payroll deductions made pursuant to this Memorandum of Understanding shall begin as soon as practicable, but no earlier than six (6) months after both the Special Agreement and Fringe MOU have been executed and shall continue until modified by a new or amended BU 512 Memorandum of Understanding.

For purposes of Mandatory Contributions to the CCU Trust, BU 512 designates the following as Eligible Employees: Full-time, permanent or recurrent employees represented by BU 512 and who are first hired by the County on and after July 1, 2014.

The paystub for each Eligible Employee shall include a description of the deduction as required by the California Labor Code.

This Article will become effective upon mutual agreement between the Parties.

ARTICLE 25 ASSOCIATION RIGHTSSection 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 their 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 Dead 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.

New Employee Orientation

Management shall provide a ten (10) day notice of hiring a new employee from the date of hiring to CAPE and provide a face-to-face meeting of authorized CAPE Representative(s) on County time with the new employee(s) for a maximum uninterrupted time of up to sixty (60) minutes at a location away from the employee(s)' work area (e.g. training area, conference room, or empty office) and absent other distractions, including Management, Human Resources, and other union(s) representative(s) being present. The CAPE Representative(s) may provide the new employee(s) any information or materials about CAPE, its programs, benefits and becoming a member, and membership card.

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 their 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.

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 of Understanding is pending before the County Board of Supervisors for action, neither CAPE nor Management nor their authorized representatives will appear before the County Board of Supervisors or meet with members of the County 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 County 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 the County 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 Executive Officer or their duly authorized representative (Address: Kenneth Hahn Hall of Admin. 500 West Temple Street, Room 774-A, Los Angeles, California 90012; Telephone: (213) 974-4029), 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: 3018 East Colorado Boulevard, Suite 200, Pasadena, CA 91107; Telephone: (626) 243-0340).

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 30CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. Prior to the release of a Request for Proposal (RFP), the Department shall provide a copy of the RFP to CAPE and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 31 NOTICE OF LAYOFFSection 1. Board Policy on Work Force Reductions

It is the intent of the parties during the term of this Memorandum of Understanding 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 ongoing 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 County Board of Supervisors and/or CEO 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, Demotions, and Involuntary Transfers

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 their grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDYSection 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 their 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 ninety (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 their 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 (1) 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 County will furnish CAPE within thirty (30) days from the date of hiring a newly CAPE-eligible employee or by the first pay period of the month following the date of hiring the following information: Name, classification title, department, division, work location, work phone, home phone, personal cell phone, personal email and home address. CAPE reserves the right to meet with the employee to offer membership.

The information identified herein shall be provided to CAPE regarding each employee whose classification is contained in the Bargaining Unit every one hundred and twenty (120) days. The County will not furnish CAPE an individual employee's home address, home telephone, personal cellular telephone, personal email, or date of birth who submitted a request to the County pursuant to Government Code Section 6254.3(c) objecting to disclosure of such information.

ARTICLE 37 JOINT LABOR MANAGEMENT COMMITTEESection 1. Purpose

Management and Labor may institute discussion of issues at the department level that are of mutual concern including but not limited to:

- Workload/Staffing
- Recruitment/Retention
- Tuition reimbursement
- Mentoring
- Contracting Out
- Career Paths - Lateral Transfer Opportunity
- Artificial Intelligence
- Employee lists for newly CAPE-eligible employees
- Safety
- Work Schedules/Work Assignment
- Overtime
- Surveyors - Outside Employment- Los Angeles County
- Telework

Section 2. Procedures

1. Provide an agenda at least two (2) weeks (ten (10) business days) in advance of meeting.

2. The agenda shall contain no more than two (2) items for discussion.
3. A reasonable number of County and Labor representatives with direct knowledge of agenda items may attend Labor Management Committee, absent operational impact.
4. Management shall respond within fourteen (14) days upon receiving CAPE's recommendation on a subject discussed by the Committee.
5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

ARTICLE 38 TELEWORK

Section 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a Management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to any employee. Employee requests to telework are subject to the approval of Management. The department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on the suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the Teleworker or the Department at any time. If a telework assignment is terminated by Management, the teleworker shall be given a reason.

Section 3. Expand Telework Opportunities

Departments will make reasonable efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, departments will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared disaster or other emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by Management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a Management responsibility.

APPENDIX ACAPE DELEGATE PROGRAM

CAPE has member employees who serve as its representatives in their workplace. CAPE and the County are interested in improving Employee Relations and have agreed to participate in a CAPE Delegate Program, which includes education training and other activities that strengthen CAPE's ability to communicate with employees in the workplace regarding employee relations matters.

CAPE shall provide CEO Employee Relations a two (2) week notice prior to release of CAPE delegate(s). CEO approval of an employee release to perform CAPE delegate duties are subject to absence of operational impact to the employee's assigned Department. Each CAPE delegate shall be released up to thirty (30) hours to perform CAPE delegate duties as described above.

The CEO will consider CAPE's request for an individual delegate's release beyond the initial thirty (30) hours on a "case-by-case basis."

APPENDIX BCOMMUNICATION THROUGH COUNTY EMAIL

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with Bargaining Unit members through their County e-mail addresses.

This work group will complete its work between January 2023 – April 2023. The workgroup will present recommendations to the County Board of Supervisors for any policy implementation.

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

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 

LISA ANDRES
CAPE President

By Joseph M.
Nicchitta

JOSEPH M. NICCHITTA
Chief Executive Officer

Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:54:47
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TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
PSYCHIATRIC SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 29th day of
September 2026,

BY AND BETWEEN

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

AND

Association of Psychiatric Social
Workers/American Federation of State,
County and Municipal Employees
(hereinafter referred to as "AFSCME" or
"Union")

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 2712, AFSCME was certified on May 26, 1970, by County Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Psychiatric Social Workers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Local 2712 AFSCME 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 as listed in Article 6, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Members of Unit 721, not to exceed a total of six (6), whom, upon request of the Association, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

ARTICLE 2 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the AFSCME and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliations, or handicapped status, or other non-merit factors as defined by the Civil Service Rule No. 25.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the 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.

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

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at midnight on September 30, 2028.

ARTICLE 5 RENEGOTIATIONSection 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2028, 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 thirty (30) days after such receipt or June 1, 2028, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by September 30, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

Ratification Payments

\$5,000 effective upon ratification of the contract

\$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Joint Labor Management Financial Committee (JLMFC) – Employee Organization Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the LMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor),

collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union, the CCU Chairperson, CCU staff and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustments

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

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

Cost of Living Adjustments (COLAs)

Approximately 2.0% (8 levels) effective October 1, 2026

Approximately 5.0% (20 levels) effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9029	MENTAL HEALTH CLINICIAN I	CURRENT	N2MO	98G	6400.36	8169.55
		10/01/2026	N2MO	99D	6527.55	8331.91
		10/01/2027	N2MO	101B	6857.09	8752.82
9030	MENTAL HEALTH CLINICIAN II	CURRENT	N3MWO	101G	7329.55	9356.00
		10/01/2026	N3MWO	102D	7475.64	9541.91
		10/01/2027	N3MWO	104B	7853.55	10024.00
8148	MENTAL HEALTH SERVICES COORD I	CURRENT	N3MO	101F	7311.45	8840.09
		10/01/2026	N3MO	102C	7457.09	9015.91
		10/01/2027	N3MO	104A	7834.00	9471.00
9037	PSYCHIATRIC SOCIAL WORK CONSULTANT	CURRENT	N3MO	102L	7605.45	9195.55
		10/01/2026	N3MO	103H	7757.64	9379.00
		10/01/2027	N3MO	105F	8149.45	9852.82
9034	PSYCHIATRIC SOCIAL WORKER I	CURRENT	N2MO	98G	6400.36	8169.55
		10/01/2026	N2MO	99D	6527.55	8331.91
		10/01/2027	N2MO	101B	6857.09	8752.82
9035	PSYCHIATRIC SOCIAL WORKER II	CURRENT	N3MWO	101G	7329.55	9356.00
		10/01/2026	N3MWO	102D	7475.64	9541.91
		10/01/2027	N3MWO	104B	7853.55	10024.00

Effective March 1, 1999, whenever any person employed as a Mental Health Clinician II (Item No 9030), Psychiatric Social Worker II (Item No. 9035) or Psychiatric Social Work Consultant (Item No. 9037) has been on the top step of the established salary range for Mental Health Clinician II (Item No 9030), Psychiatric Social Worker II (Item No. 9035) or

Psychiatric Social Work Consultant (Item No. 9037) for at least one (1) year, they shall receive additional compensation of twelve (12) standards levels above the top step otherwise established for these classes.

The rate established by this provision shall constitute a base rate.

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.
- B. If no performance review is filed as defined in Paragraph 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 their Department in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

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

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step advance anniversary date.
3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) business days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) business 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 OVERTIMESection 1. Compensation

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

- A. The County will pay overtime for all hours worked in excess of forty (40) hours in one (1) 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 hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times their regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. An employee may request compensatory time off (CTO) in lieu of pay at a rate of one and one-half (1-1/2) hours off for each hour of overtime worked to a maximum of sixty (60) hours on the books at any one (1) time. To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off.

Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management. Subject to operational needs, Management shall not unreasonably deny requests to use compensatory time which have been submitted pursuant to the above procedure.

Accrued compensatory time shall be paid prior to any promotions. Unless approved by Management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

At the discretion of Management, an employee may be paid for a portion or all of their CTO at any time.

D. Payoff of Special Deferred CTO

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

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.

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

Section 3. Distribution of Overtime

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

ARTICLE 8 EMPLOYEE BENEFITS

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

ARTICLE 9 SPECIAL PAY PRACTICESSection 1. Evening and Night Shift Differential

Effective October 1, 2022, persons employed in classifications within this Bargaining Unit who are assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive two dollars and fifty cents (\$2.50) per hour bonus for each hour worked during such shifts.

Section 2. Weekend Differential

Effective October 1, 2022, all DHS employees in this bargaining unit who work a weekend shift as defined by County Code, and whose regular assignments are within a Sheriff's facility shall receive an additional \$3.75 per hour bonus for each eligible hour worked.

Effective October 1, 2022, all members of this bargaining unit in who work a weekend shift as defined by County Code shall receive, in addition to any other relevant compensation in this Article an additional \$2.50 per hour for each eligible hour worked.

Section 3. Call-Back

Whenever an employee is unexpectedly ordered by their Department Head or designated Management representative to return to work following the termination of their normal work shift or normal workweek and departure from their work location, the employee shall receive a minimum payment of four (4) hours' pay at the rate of time and one-half (1 1/2).

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half (1 1/2) 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 (2) hours earlier than their 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 4. Standby

- A. Effective upon Board of Supervisors approval of the MOU, persons whose regular assignment is within the Full Service Partnership Program and the Emergency Outreach and Triage Division (EOTD) including, Law Enforcement team, Psychiatric Mobile Response Team; Assisted Outpatient Treatment; School Threat Assessment Response Team, and any other newly created program developed by DMH management throughout the term of this MOU, shall receive a \$4.00 per hour bonus, but not to exceed a maximum of \$800.00 per month (\$400.00 per pay period), for each hour such person is assigned to regularly scheduled standby periods which occur at off-duty times.

DHS employees in this bargaining unit that work standby assignments shall receive a four dollar (\$4.00) per hour bonus, but not to exceed a maximum of \$800 per month (\$400 per pay period), for each hour such person is assigned to regularly scheduled standby periods which occur at off-duty times.

- B. Assignment to such standby service requires the prior annual authorization of the Chief Executive Officer, and payment of said bonus for standby service requires the finding of the Chief Executive Officer that such service meets the standards set forth above.

Section 5. Sheriff and Probation Detention, Camp, or Hall Facilities

Effective October 1, 2022, any person employed in a full-time permanent position of Psychiatric Social Worker I (Item No. 9034), Psychiatric Social Worker II (Item No. 9035) or Mental Health Services Coordinator I (Item No. 8148), Mental Health Clinician I (Item No. 9029) and Mental Health Clinician II (Item No. 9030) who is permanently assigned to work, in DHS on a full-time basis in any Los Angeles County Sheriff's or Probation Detention Facility, shall receive, a 5.5% bonus in addition to any other compensation in this Article. Compensation pursuant to this Section does not constitute a base rate. The bonus shall not apply to telework hours when telework is requested by the employee.

Effective October 1, 2022, any member of this Unit who is permanently assigned to DMH, on a full-time basis in any Probation Detention Facility, shall receive, in addition to any other relevant compensation in this Article, one hundred eighty dollars (\$180.00) per month (\$90.00 per pay period). Compensation pursuant to this section does not constitute a base rate.

Section 6. 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 recommended by the Department Head or designated Management representative and approved by the Chief Executive Office. The Department shall notify an employee in writing of the approval or denial of their written request within forty-five (45) business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, they shall be returned to an assignment in their own classification and notified of the action 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 (2) standard salary schedules (approximately 5.5 percent); or

2. Performs all the significant duties of a higher-level class for which there is no vacant funded position. The bonus shall be two (2) standard salary schedules (approximately 5.5 percent), unless the difference between the employee's class and the higher-level class is less than two (2) standard schedules. In this case, the bonus shall be the difference between the two (2) classes.

The bonus provision in number 2 above does not apply to employees on short-term higher-level assignments of two (2) weeks or less.

In no event shall an employee receive compensation pursuant to this Section and receive out of class bonus pursuant to Article 15 (Out-of-Class Assignment) for the same assignment.

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

Section 7. Bilingual Bonus

Effective April 1, 2001, each member of the Bargaining Unit who is certified by the County as proficient in a language other than English and who is using this skill on a continuing and frequent basis in order to meet the public service responsibility of the Department, shall receive an additional bonus of \$50.00 per month (\$25.00 per pay period), in accordance with County Code Section 6.10.140. This is in addition to any bilingual bonus monies agreed to in the Coalition of County Unions Fringe Benefits MOU.

Section 8. DHS Medically Qualified Bilingual Bonus Status

Within one hundred eighty (180) days of Board of Supervisors' approval of this MOU, the Labor Management Transformation Committee agrees to convene a Work Group to discuss the creation and implementation of a two-tiered "medically" qualified bilingual bonus for Department of Health Services employees providing cultural and linguistic appropriate services. Should all parties comprising said Work Group reach a consensus, the County agrees to present to the Chief Executive Officer for implementation. This language shall sunset at the end of the contract term on September 30, 2025.

Section 9. Field Assignment Bonus DMH

Effective October 1, 2022, any members of this Unit assigned to the programs below and any other new programs developed by DMH management throughout the term of this MOU, and who are permanently paired with Law Enforcement Teams as part of their regular assignment, shall receive in addition to any other relevant compensation in this Article, one hundred eighty dollars (\$180.00) per month (\$90.00 per pay period).

Psychiatric Mobile Response Team (PMRT)
 Homeless Outreach and Mobile Engagement (HOME)
 GENESIS Older Adult Program
 Assisted Outpatient Treatment (AOT)
 Full-Service Partnership Teams (FSP)
 Men's and Women's Community Re-entry Programs
 Veterans Peer Access Network (VPAN)
 Enhanced Care Management (ECM)
 School Assessment and Response Team (START)
 Therapeutic Transportation

Section 10. Emergency Room Bonus DHS

Members of this bargaining unit employed as Psychiatric Social Worker I (Item No. 9034), Psychiatric Social Worker II (Item No. 9035), that are permanently assigned to work in a recognized Emergency Room, shall receive in addition to any other relevant compensation in this Article, two hundred dollars (\$200.00) per month (\$100.00 per pay period). This bonus does not constitute a base rate.

ARTICLE 10 PAYCHECK ERRORSSection 1. Underpayments

- A. 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 (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

- B. The appointing authority shall submit employee's paycheck correction request to the Auditor-Controller within two (2) business days of receipt.

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

- D. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

Section 2. Overpayments

- A. Employees will be notified at least thirty (30) days prior to the recovery of overpayments.

- B. 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 earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Time Card Corrections

Timecard corrections shall be processed and implemented within fifteen (15) business days of submission by the employee to the appointing authority.

ARTICLE 11 BULLETIN BOARDS

Management will furnish dedicated bulletin board space for AFSCME, the size and location to be determined jointly by departmental Management and the AFSCME.

The boards shall be used only for the following information:

- A. AFSCME recreational, social, and related news bulletins;
- B. AFSCME meetings;
- C. Information concerning AFSCME elections and the results thereof;
- D. Information concerning insurance and any other benefits offered to members by the Union;
- E. Reports of official business of AFSCME, including reports of committees or the Board of Directors; and
- F. Any other written material which first has been approved by the Department. Bulletins requiring departmental approval shall be submitted by the Union to the managers of the departmental work location where the bulletin board is located, or to the personnel officer or their designate. The manager or personnel officer/designate shall approve or deny posting within one (1) business day.
- G. Two (2) designated Union Representatives shall be granted limited access to the Departmental Share point site for the purpose of assisting and advising members.

Management shall provide keys to any locked access bulletin board to one (1) AFSCME designee.

ARTICLE 12 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment, including restrooms. AFSCME 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 their AFSCME Advocate to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

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

If the AFSCME Advocate is not satisfied with the response of the safety officer, an AFSCME business agent, or any officer of AFSCME Local 2712 may request a meeting between Management and the Union.

In recognition of the special challenges and risks associated with field-based work, workers shall receive field safety training and shall not go alone when seeing, visiting, or transporting clients/families in the community during the first eight (8) weeks in any field assignment.

Management shall report to AFSCME Local 2712 as soon as practicable, any known critical incident including assault; credible threats; confiscated weapons; vermin or insect infestation; dangerous facility conditions; and hazardous materials or pathogens that involve members of this Unit. The information shall not include specific identifying information of any individual.

Additionally, employees represented by this bargaining unit may make a written request to be partnered with another worker where known or suspected increased safety risks exist upon consultation with a supervisor. Any denials of such requests shall be provided in writing.

Upon request by the Union, Departments and AFSCME Local 2712 shall convene joint meetings for the purpose of consultation on Health and Safety issues, as needed. The recommendations from the meetings, shall be advisory in nature.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative shall maintain first aid kits at all work facilities, which shall include N95 face masks, disposable gloves and hand sanitizer, and shoe covers as necessary and appropriate.

Section 3. Safety Procedures

- A. Safety standards shall be developed and consulted at the time that leases are reviewed for DMH worksites.

- B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.
- C. Semi-annual Safety drills for all worksite staff.
- D. Safety training for all staff at least once per year.
- E. Management will continue to install buzzers in all new work sites and will make every reasonable effort to install buzzers at existing work sites.
- F. Management agrees to notify and consult with the Union in a timely manner prior to making any significant changes to existing safety measures.
- G. Management agrees to follow the practices regarding field visits outlined in the Mental Health Illness and Injury Prevention Plan (IIPP). The parties agree that “stable circumstances” as mentioned in the IIPP refers to a secure site, including but not limited to hospitals, schools, community centers, fire or police stations.

Section 4. “Health and Safety Committee - Department of Mental Health”

Each Mental Health clinic and program shall have a Health and Safety Committee. The responsibilities of the Committee shall be to:

Alert Management to all safety and security concerns, including identifying potential safety, health, and security problems in the clinic and all programs before they become immediate, and make recommendations to Management for their solution.

Annually, or at other times as conditions warrant, review existing office safety procedures and make recommendations to Management for improvements and other alterations to meet changing safety, security, and health conditions.

Obtain comments and other input from staff on safety, security, and health conditions in the clinic and all programs and suggestions for improvements.

Provide input to clinic Management for the office's fire and earthquake procedures and participate in planning and conduct of fire and earthquake drills.

Oversee regular inspections of equipment and environment as they relate to safety, security, and health conditions in the clinic and all programs.

Provide to clinic and all program Management recommendations for various safety training programs for staff, such as "Non-violent Crisis Intervention."

The Committee shall be composed of the clinic's and/or program's safety officer, one (1) Management representative, and one (1) clinic or program employee, mutually selected by the unions, representing all of the clinic employees in certified bargaining units.

The Committee shall meet monthly on County time and shall at least quarterly include on its agenda, field-based safety and best practice strategies. The recommendations of the Committee shall be advisory in nature.

Section 5.

Management will respond in writing within three (3) working days to any written request by an employee or the Union for information regarding whether a work condition is dangerous.

Section 6. Health and Safety Legislation

Management and Local 2712, AFSCME agree that the Williams-Steiger Occupational Safety and Health Act of 1970, the California Occupational Safety and Health Act of 1973, and the State legislation commonly called "SB 198" shall be binding on both parties.

Section 7. Injury and Illness Prevention Plan

The County and the Union agree to meet and confer on any negotiable issues arising out of the Injury and Illness Prevention Plan (IIPP).

Section 8. DMH Countywide health and Safety Committee

DMH Health and Safety Committee meets monthly and may make recommendations including but not limited to specific health and safety concerns which arise from reports by the Health and Safety committee meetings, issues resulting from safety incidents, field-based safety standards, and personal safety devices as appropriate. The recommendations may be submitted to management for review and consideration for inclusion in the IIPP, and when mutually agreed, recommendations may be adopted.

The Committee shall include Management, one (1) AFSCME Local 2712 representative and up to five (5) employees selected by the Union.

Section 9. Health and Safety Committees — Non-DMH Departments

Where health/safety committees exist in any County Department's worksite, other than Department of Mental Health (i.e. Department of Health Services, Department of Public Health, Los Angeles County Libraries, etc.), and the concerns of these committees include health and safety matters that affect employees represented by AFSCME Local 2712, there shall be representation from this Union. Each facility/department where health/safety committees exist will select up to two (2) employees represented by AFSCME Local 2712 to serve on the committee.

Employees represented by AFSCME Local 2712 who are working at locations that do not have an existing health and safety committee may initiate a new health and safety committee in coordination with their respective Departmental and/or worksite Management.

The employees who are appointed to health and safety committees will serve during working hours without loss of compensation.

ARTICLE 13 WORK SCHEDULES AND TRANSFERSSection 1. Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or work week as defined by the Los Angeles County Code.

Employees who have completed the probationary period on their current item, and who have and maintain a competent or better performance evaluation may request alternative work schedules including 9/80 and 4/40. Management will respond to an employee's request for an alternative work schedule within twenty (20) business days. Alternative work schedules will be granted based on the needs of the operation as identified by management. Employees covered by Fair Labor Standards Act will not be placed on alternative work schedules that mandate the payment of overtime under the act.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3) employee's work schedules shall not be changed without written notice to the employees at least ten (10) working days before the change is to be implemented.

Section 3. Emergencies

Nothing herein shall limit the authority of the Department Head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 4. Transfers

A. Employee Initiated Transfers

Employees in this bargaining unit who wish to transfer to another work location may submit a written request to the Personnel Officer of that Department and have their name placed on a list to be kept by the Department for six (6) months from the date of receipt.

It is understood that the request is for an available, vacant position in the same classification. The Department will consider the request when filling vacancies.

Upon notice to Management of acceptance of a lateral transfer, Management will work with the receiving work unit to effectuate the transfer as soon as practicable. Management shall provide the employee with an update each thirty (30) days as to the status of the pending transfer.

Management agrees to review transfer lists before assigning newly hired employees. Management will consider factors such as the employee's seniority, experience, academic training, professional skills and geographical location in making transfer decisions. The submission of a request to transfer to another work location does not obligate the employee to accept any actual offer of employment at that location. Further, the Department is not obligated to make an offer of employment to the employee by virtue of the employee having submitted a request. This section is not intended in any manner to limit Management's authority to select, in its judgment, the best, qualified individual for the position. When a request to transfer is denied, Management will respond to such request in writing with the specific basis for the denial.

B. Management Initiated Transfers

In the assignment of management-initiated transfers, Management will consider several factors, such as the employee's seniority, experience, academic training, and skills; geographical location; and operational needs. Management will give at least ten (10) business days' advance written notice prior to a transfer and provide the specific basis for the transfer in writing.

Section 5. Reassignment/Involuntary Transfer within the Department of Health Services

- A. If Management determines that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion. Management shall make every reasonable effort to provide employees with ten (10) business days' notice.

Section 6. Alternative Work Schedules

Management will consult with the Union as soon as practicable prior to implementing or eliminating alternative work schedules, including, but not limited to, a four (4) - ten (10) hour workday per week (4/10) schedule.

ARTICLE 14 CONSULTATION

- A. Upon request, County Management agrees to meet with representatives of the AFSCME Local 2712 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation at least thirty (30) days prior to effecting basic changes in any rule or procedures affecting employee relations.

Management agrees to consult on request with AFSCME on matters related to professional standards and patient care, on changes in rules affecting conditions of employment, and on impact of County-wide classification studies of classes represented by this bargaining unit.

AFSCME agrees to work, cooperatively and jointly with the Department of Mental Health on the creation of a para-professional classification series.

- B. It is the intention of County Management to provide timely notification concerning classification studies, referenced in Paragraph A. of this Article, so that ample time exists prior to action by the Director of Personnel should this representation unit desire to request a consultation meeting.

- C. Management further agrees to consult on request with AFSCME Local 2712 on training, professional development, safety and health, and major organizational changes which impact on the working conditions of employees in this Unit.

- D. All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

- E. The parties will establish a Joint Labor/Management Committee to discuss proposed changes in the delivery of directly-operated mental health services, where such proposed changes will have a substantial impact on employees in this Bargaining Unit.

The Joint Labor/Management Committee shall consist of no more than four (4) Management representatives, and no more than twelve (12) employee representatives between Bargaining Units 721 and 724. Management representatives will be designated by the Department Head.

Employee representatives will be designated by the Union. During the term of this MOU, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations. Management will accommodate requests by either unit to meet alone on standing JLMC meeting days.

The parties agree that the Committee may make advisory recommendations to Management for consideration.

- F. It is understood by the parties that the provisions of this Article do not waive rights provided for in the Los Angeles County Employee Relations Ordinance.

Health Reform and Integration Advisory Committee

The parties agree to establish a joint labor-management committee (titled the Reform and Integration Advisory Committee) to review the impact on conditions of employment resulting from health care reform and Health Agency integration on the Department of Mental Health (DMH), the County Health Agency, DHS, and DPH and make recommendations to Management. Management from the County Health Agency, Health Services and Public Health will be invited to participate in the Advisory Committee meetings.

The Committee can make recommendations on how best to implement health care reform and integration. The Committee, which will be chaired by the County, will have a maximum of seven (7) members from Local 2712 and seven (7) members from Local 2712.

The Committee will meet once a month as necessary, at a time and place to be determined by the committee.

An agenda will be prepared in advance of each meeting. If there are topics on the agenda affecting any other Department, a representative for labor, and a representative for Management from that Department will be invited to attend. Any party can add items to the agenda.

Management agrees to consult with the committee on new classifications or classification changes resulting from health care reform and integration.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, County Management agrees to meet and confer with the Union on negotiable subjects specifically related to DMH's, DHS's, and DPH's changes under health care reform and integration when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

This section shall expire on September 30, 2021.

ARTICLE 15 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

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

- B. The amount of the bonus shall be two (2) 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 twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this Article is to be paid;

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

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

pay the employee the bonus from the date of request for relief and terminates when the conditions of this Article are no longer met.

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

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

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the Department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file.

- 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 their 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 16 VACATION SCHEDULING

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

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

1. At least annually, Management shall prepare a vacation schedule for all employees in each work facility.
2. The employees with the greatest seniority will be given the opportunity to have first choice of their vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.
3. Having once made such a choice, no employee may change their vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.
4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next annual vacation schedule is prepared.

5. For the purpose of this Article, seniority shall be defined as the total amount of continuous County service.
6. Management shall return ROTOS to employees within seven (7) business days of receipt.

ARTICLE 17 PERSONNEL FILES

An employee, or their 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 and receive a copy, if requested, of any written statement by the employee's supervisor or departmental Management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. If the employee declines to sign, the supervisor shall note declines to sign on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's declining to sign. This paragraph shall not be subject to the grievance process unless the matter is unresolved within twenty (20) business days after notice to Human Resources.

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 had 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 (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope, it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date will be two (2) years from the date of issue of the documents in the sealed envelope. Upon the employee's request, the sealed envelope shall be removed from the personnel file and returned to the employee.

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

If the Department takes disciplinary action against an employee, the Department, upon request of the employee, will furnish the employee copies of all documents or written statements used and/or referenced by the Department as a basis for its action that are the property of or in the possession of the Department.

No non-work related material will be introduced into the file.

ARTICLE 18 EMPLOYEE LEAVESSection 1. Pregnancy Leave

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

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

Section 2. Bereavement Leave

Upon the employee's request and with approval by the Department Head, an employee may use the necessary portion of their available personal leave, vacation, or compensatory time off for the purpose of supplementing bereavement leave.

Section 3. Medical Leave

Pursuant to the Civil Service Rules, medical leaves without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the employee's request, if, after submission of medical evidence satisfactory to the Department Head as establishing the employee's medical need, the Department Head determines that such leave would be in the best interests of the Department and the County. Medical evidence shall be sent to the departmental return-to-work coordinator.

Section 4. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the Department, unpaid educational leaves may be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university. Bargaining unit members may elect to use non-sick benefit time during educational leave.

Section 5. Employee Organization Leave

AFSCME Local 2712 may request up to two (2) employees in the Unit at the same time on leave of absence to work on Union business. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Union business as it is related to County functions.

AFSCME Local 2712 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind, unless fully reimbursed by the Union. Leaves shall generally be for a maximum of one (1) year. An individual employee's leave may be extended at the discretion of Management. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given service area. Employees on such leave will have their performance evaluation reflect that they were on an authorized organizational leave.

County Departments agree to release the AFSCME Local 2712 President, Vice President and Chief Steward up to twenty-four (24) hours quarterly without loss of pay or benefits to perform Union business as related to County services.

County Departments further agree to release AFSCME Local 2712 stewards and board members up to twenty-four (24) hours quarterly without loss of pay or benefits to perform Union business as related to the services of each Department. Additional reasonable leave request for the President without loss of pay or benefits shall be determined in consultation with Management, and subject to Management approval based on operational needs.

Section 6. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

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

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. This section shall not be subject to arbitration.

Section 7. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or their designate will temporarily convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis. The employee will be returned to their usual work shift as soon as practicable upon completion of Jury or Witness service.

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

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

ARTICLE 19 PROFESSIONAL DEVELOPMENT AND TRAINING

Management recognizes that the procedures and time limits at the facility for requesting participation in work related educational programs, seminars, online trainings (including but not limited to Eventsthub, Learningnet, and Udemy), and professional conferences on County time may vary.

Employees who are not required to complete Continuing Education Units to maintain a professional license may request County time for work related training. Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, online trainings (including but not limited to Eventsthub, Learningnet, and Udemy), seminars, or symposia, when and if management provides paid County time to any employees in such job assignment. Management shall work collaboratively with the employee to arrange for appropriate coverage during the employee's participation in such training.

Requests for salary only training must be submitted for approval at least four (4) weeks prior to the commencement of the training. No later than ten (10) calendar days prior to the date of the training, Management shall inform the employee of approval or denial of the request. The employee will be notified of the reasons for the denial of the training request in writing. Management shall not be obligated to these time frames if the employee does not submit the request at least four (4) weeks prior to the commencement of the training.

Requests for salary only training for which the employee has received short notice [short notice defined as less than forty-two (42) calendar days] must be requested by the employee at least ten (10) calendar days prior to the date of the training.

In the event notice of a training is provided to employees within ten (10) calendar days of the date of training, Management shall inform the employee of the approval or denial within five (5) business days from the date of the request.

Management shall inform the employee of approval or denial of the request at least five (5) calendar days prior to the date of the training. Management shall not be obligated to these time frames if the employee does not submit the request at least ten (10) calendar days prior to the commencement of the training.

When new technology systems are introduced, Management will provide training live or online training on the newly introduced platform.

Training requests shall not be denied on the basis of performance issues.

Professional Development and Training Advisory Committee

The Department of Mental Health and AFSCME agree to create an advisory committee to provide employee input in the development of staff training programs and use of new technology with emphasis on therapeutic use with clients. The committee will consist of up to four(4) Management representatives and eight (8) employee representatives (four (4) from Unit 721, and four (4) from Unit 724). Meetings will be held quarterly, upon written request of the Union.

Professional Social Workers Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Professional Social Workers Association meetings.

Marriage and Family Therapists Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Marriage and Family Therapists Association meetings.

ARTICLE 20 MANDATORY CONTINUING EDUCATION

Management recognizes the importance of continued education for employees in this Unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, professional conferences online trainings (including but not limited to Eventhub, Learningnet, and Udemy), and professional meetings, on County time.

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, online trainings (including but not limited to Eventhub, Learningnet, and Udemy), seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment. Training requests shall not be denied on the basis of performance issues.

The parties agree jointly to recommend to the Board of Supervisors for adoption and implementation through amendment to applicable provisions of said Ordinance, that in addition to all provisions of the Los Angeles County Code, any person employed as a full-time permanent member of this bargaining unit may, subject to departmental staffing consideration, during the term of this contract, be allowed time off from work at regular pay for forty (40) hours per year throughout the term of this contract to attend mandatory continuing education, licensure or recertification programs.

It is agreed that hours referenced in the previous paragraph may include pre-approved home study courses to fulfill mandatory continuing education requirements for licensure.

Employees may use the above-referenced hours to study for their licensing exams. Additionally, if the needs of the service are not negatively impacted, Management shall make every effort to adjust the employee's schedule for that workweek to include attendance at approved continuing education programs, and licensure exams, when such training/exam falls on a Saturday and/or Sunday, or regular day off or at a time that is outside of regular work hours. Management shall work collaboratively with the employee to arrange appropriate coverage during the employee's participation in such training.

Notwithstanding the above provisions and pursuant to Civil Service Rules where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may (a) use accrued leave time and/or (b) leave without pay for such attendance. In all instances, provisions of this Article will be subject to departmental staffing considerations.

ARTICLE 21 PARKING

The Coalition of County Unions will negotiate over Management proposals to increase average vehicle ridership (AVR) pursuant to regulations of the Air Quality Management District (AQMD). Upon completion of those negotiations, all other parking provisions contained herein shall cease to apply to employees in this bargaining unit. Completion of negotiations means (1) agreement or (2) exhaustion of the impasse procedures established by the Employee Relations Commission (ERCOM) or one hundred twenty (120) calendar days from commencement of negotiations whichever occurs first.

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

ARTICLE 22 PROMOTIONSSection 1.

Upon the employee's request, Management shall discuss with the employee the reason(s) they were not selected for a promotion if the employee ranked higher on the eligible list than the employee who was appointed. For informational purposes only, employees are advised that, under the Los Angeles County Civil Service Rules, eligible lists are available for public inspection.

For the purpose of this Article, promotion shall be defined as advancement to a position of higher rank or grade involving an increase in pay.

To facilitate the continued implementation of affirmative action, equal promotional opportunities shall be offered to all qualified members of this bargaining unit when such opportunities are available.

Management will make every reasonable effort to timely promote eligible Psychiatric Social Worker I's and Mental Health Clinician I's to the items of Psychiatric Social Worker II and Mental Health Clinician II at the earliest possible date providing that the employee has met all the requisite procedures to be eligible for promotion.

Section 2.

The County agrees to provide the Local President with copies of all promotional examination bulletins for classes in the bargaining Unit.

ARTICLE 23 GRIEVANCE PROCEDURESection 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. Wherever used, the term “employee” means either employee or employees as appropriate.
2. “Grievance” means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and their immediate supervisor.
3. “Days” means calendar days exclusive of Saturdays, Sundays, or legal holidays.

Section 3. Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee’s complaint with them at a mutually satisfactory time.

The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

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 their grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one (1) level to the next level within the time limits established in this grievance procedure, the grievance shall automatically be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 5. General Provisions

1. An employee involved in the processing of their grievance may do so without loss of compensation provided that they accomplish all phases of preparation and presentation in a reasonable and expeditious manner.

2. An employee has the right to the assistance of a representative in the preparation of their written grievance, and to represent them in formal grievance meetings.

3. Only County employees in this Unit or authorized AFSCME representatives as specified in Article 28, AFSCME Representation and Work Access, may be selected by an employee to represent them in formal grievance meetings.

4. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent themselves from their duties to attend a grievance meeting.

5. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 27.

6. If the employee elects to be represented by any person in a formal grievance meeting, the Department may designate a Management representative to be present at such meeting.
7. The AFSCME 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. If a Union representative was present at the formal grievance hearing, they will receive a copy of the response given to the employee.
8. An employee may present their 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 their rights because of Management imposed limitations in scheduling meetings.

Section 6. Procedure

1. Informal Complaint

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee shall discuss their complaint in a meeting with their immediate supervisor.

- B. Within ten (10) business days from the day of the discussion with the employee, their immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - First Level Management

- A. Within fifteen (15) business days from receipt or failure to receive their supervisor's decision, an employee, not satisfied, may file a formal written grievance.
- B. Within fifteen (15) business days from receipt of the grievance, the first level Management representative shall meet with the parties involved and shall give a written decision to the employee using the original copy of the grievance.

Step 2 - Middle Level Management

- A. Within ten (10) business days from their receipt of the written decision at level one (1) and using the returned original copy of the grievance form, the employee may appeal to the middle level Management representative.

The middle level Management representative shall meet with the first level Management representative and the employee before a decision is reached by them.

- B. Within ten (10) business days from receipt of the grievance, the middle level Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Upper Level Management

- A. Within ten (10) business days from the receipt of the decision at level two (2), the employee may appeal to the upper-level Management representative using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the upper-level Management representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance and meet with the parties involved. They shall then render a written decision to the employee within five (5) business days of the holding of the meeting.
- C. If the upper-level Management representative fails to give a decision at the third level within the specified time limits, AFSCME shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration or in the alternative, either party may request mediation of the matter therein.

- D. On matters that do not directly concern or involve the interpretation or application of the specified terms and provisions of the Memorandum of Understanding, the written decision of the upper-level Management representative shall be final.

Section 7. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the upper-level Management representative or the conclusion of grievance mediation as provided in this MOU, whichever is applicable, AFSCME 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 the Board of Supervisors; unless the arbitrator, in their 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 Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to, discharge, reductions, and discrimination; nor
- C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

3. In the event AFSCME 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 Office of Human Resources, Chief Executive Office 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.
 - B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five (5) arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one (1) name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.
 - C. Arbitration procedures conducted under the authority of this Article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.

4. Arbitration of grievances hereunder will be limited to the formal 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 AFSCME 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 AFSCME 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 AFSCME. 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. AFSCME 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
 - Clinical Licensure and Supervision

ARTICLE 24 GRIEVANCES GENERAL-IN-CHARACTER

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

- A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence, where AFSCME has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer.

Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within 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; AFSCME shall have the right to meet the principal representative(s) of the County who have authority to resolve the matter.

For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or their authorized representative.

Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to AFSCME in writing setting forth Management's decision. The parties may waive any time limits established in this Article, including the time for the response, by mutual agreement.

- C. Within thirty (30) business days after receipt of a response to the meeting provided in (B) above, or from the conclusion of grievance mediation as provided in this MOU, whichever is applicable if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 7, Subsection 2 of Article 23, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 23 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 23 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the Grievance Procedure set forth in Article 23 hereof.

ARTICLE 25 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 23, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 23, Section 7, can be submitted to grievance mediation. Both Local 2712 and Management must mutually agree to submit a qualifying grievance to grievance mediation.

After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 2712 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. An offer to participate in mediation shall be made to the other party within thirty (30) business days of issuance or receipt of a decision at the final level of the grievance procedure. The party receiving the request for mediation shall respond to the requestor's offer of mediation within thirty (30) business days of receiving the request. The timelines may be waived by mutual agreement.

3. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 2712, and the grievant. The final agreement shall be binding on all parties.

Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 26 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 23, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by the Board of Supervisors; unless the arbitrator, in their 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 of regulations of the department head, the Chief Executive Officer, or any other County department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one (1) 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 the Memorandum of Understanding.
 9. The decision of the arbitration shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County.

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

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Leave of Absence for Union Business
 - Authorized Agents
 - Provisions of Law

ARTICLE 27 STRIKES AND LOCKOUTS

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

In the event AFSCME or any employees covered by this agreement individually or collectively, violate the provisions of this Article and AFSCME fails to exercise good faith in halting the work interruption, AFSCME 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.

AFSCME shall only be in violation of this Article if the employees are members.

ARTICLE 28 AFSCME REPRESENTATION AND WORK ACCESSSection 1.

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more stewards than facilities. Only an employee who has passed their initial probation period and who Management has designated to be a permanent employee and is an enrolled member of AFSCME Local 2712 shall be eligible for appointment as an AFSCME steward.

Section 2.

AFSCME shall give to the Director of each Department with employees in this Unit and the Chief Executive Officer of the County of Los Angeles a written list of the names of employees selected as AFSCME stewards, which list shall be kept current by AFSCME. The County shall give AFSCME a written list of Department Heads with employees in this Unit. This list shall be kept current by the County.

Section 3.

Unit 721 agrees, whenever investigation or processing of formal grievances and/or disciplinary actions initiated by the Department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Time spent on the investigation and processing of formal grievances will be recorded a form provided by Management. When required to leave their work location to investigate or process a grievance, the AFSCME representative shall report to their immediate supervisor and advise them of their intent.

Permission to leave will be granted by the supervisor promptly unless the absence will cause a hardship upon the Department which could not be alleviated without the representative's continued presence. In such case, the representative will be advised of an alternate time as soon as possible. Upon completion of the investigation or processing of the grievance, the representative will report back to their immediate supervisor whose responsibility it shall be to note the time of leaving and return to the Department. Upon arriving at another work location, the representative shall inform the concerned supervisor of their presence and the reason, therefore. Said supervisor will grant the employee involved permission to leave the job promptly, unless the employee's absence from the work location would cause a hardship upon the department. In such event, the representative will be informed of a time most immediately following when the employee will be made available.

Management agrees an AFSCME steward or Board member will not be discriminated against nor transferred to another work location without their consent.

Vacancy notices

Vacancies shall be posted according to Department procedures. AFSCME will be informed regarding the method of access to the vacancy listing.

ARTICLE 29 PAYROLL DEDUCTIONS AND DUESSection 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 December 15 through December 31, in each year of this MOU, 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 ten (10) business days after the close of the withdrawal period.

Section 3. Agency Shop

A. Agency Shop Defined

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

B. Religious Objections

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

Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop Unit

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

D. Rescission

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

E. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge the propriety of the use of Agency Fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al v. Hudson, 106 S. Ct. 1066 (1986).

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

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fee, 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. List of New Employees/Separations

1. Management shall provide the Union with access to employee lists via Internet each pay period. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, 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 monthly list shall also contain information which includes the names and effective dates of employees leaving this bargaining unit.

2. The County will make available to each new employee entering the Bargaining Unit an information brochure, and/or letter about AFSCME, and a dues deduction card furnished by AFSCME Local 2712. Each department will notify the Union if it runs out of this material.

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 30 NEW EMPLOYEE ORIENTATION

AFSCME Local 2712 representatives shall participate in new employee orientation for the sole purpose of providing employees information regarding AFSCME Local 2712 Union membership.

Within sixty (60) days of employment commencement in this bargaining unit, Management shall provide to AFSCME Local 2712 with ten (10) business days' notice, access for the AFSCME representative(s) to the new employees or employees who enter the bargaining unit, to conduct a thirty (30) minute one-on-one meeting to orient, educate, and update each such employee covered by this Memorandum of Understanding, and up to sixty (60) minutes for group meetings. Such meetings shall be on County time and for the purpose of informing the employee of Union membership programs, benefits, and services. The meetings shall be held during the employee's scheduled work hours and in a private meeting space at a work location mutually agreed upon by the Union and the departments. The Union shall be provided with the names of all new hires and their assigned work location prior to their start date consistent with Article 29 of this MOU.

All employees in this Unit who are being assigned to a Sheriff or Probation Detention facility shall be informed by Management of the unique work environment, including oversight, monitoring, procedural policies and guidelines required to work in such facilities.

ARTICLE 31 LEGAL REPRESENTATION

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

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

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

ARTICLE 32 OBLIGATION TO SUPPORT

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

ARTICLE 33 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the Intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 2712 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME Local 2712 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 2712 shall notify Management within ten (10) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME Local to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Board of Supervisors.
- E. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 34 MANAGEMENT RIGHTS

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

ARTICLE 35 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise and consult 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 (1) 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 36 PROVISIONS OF LAW

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

ARTICLE 37 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 Executive Officer, or their duly authorized representative [address: 500 West Temple Street, Room 782, Los Angeles, CA 90012, Telephone: (213) 974-4029] except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation as set forth herein.

- b. AFSCME's principal authorized agent shall be the Executive Board, AFSCME Local 2712 [address: 3375 East Slauson Avenue, Vernon, CA 90058, Telephone: (213) 487-9887].

ARTICLE 38 CLINICAL LICENSURE AND SUPERVISION

Employees in this Unit in the classification of Psychiatric Social Worker I (Item No. 9034) or Mental Health Clinician I (Item No. 9029) who are not a Licensed Clinical Social Workers or Licensed Marriage and Family Therapist, shall receive clinical supervision as determined by the State of California, Board of Behavioral Sciences (BBS). Management shall adhere to applicable State laws, rules and regulations in the area of supervision pursuant to the BBS.

The Department will make every reasonable effort to ensure that clinical supervision for eligible licensure hours of a PSW I or MHC I who has not yet accumulated all hours needed to apply for licensure will commence within two (2) weeks following registration with the BBS; or two (2) weeks following the hire date if the employee is registered and in good standing with the BBS. In the event that the clinical supervisor of a PSW I or MHC I still accumulating hours towards licensure becomes unavailable to provide supervision due to being on leave, having transferred, promoted, is on vacation, or is otherwise unavailable, Management and/or the assigned clinical supervisor must make every reasonable effort to ensure that the impacted PSW I or MHC I is provided with another clinical supervisor within two (2) weeks. When a clinical supervisor's absence is known in advance, appropriate alternate clinical supervision shall be coordinated to ensure there are no gaps in supervision.

Each County Department in which members of this bargaining unit are employed, will develop and implement a process whereby they confirm that any staff providing clinical supervision for said bargaining unit members accruing hours toward licensure, has met all of the qualifications required by the Board of Behavioral Sciences for them to do so. Prior to commencement of such supervision, the supervisor will provide written confirmation to the employee(s) to be supervised that all such requirements have been met by their assigned supervisor. Upon commencement of a clinical supervision relationship between any appropriate supervisor and PSW I or MHC I for the purpose of accrual of supervised hours to submit to the California Board of Behavioral Sciences, the clinical supervisor shall collaborate with the PSW I or MHC I on the development of the supervisory plan and discuss the process by which eligible hours will be tracked and documented.

The supervisor of the PSW I or MHC I will sign off on the clinically supervised hours weekly, in compliance with the BBS guidelines. Administrative issues, including but not limited to work schedules, timecards, and billing issues should not be discussed during clinical supervision time.

Commencing no later than January 2026, the County and AFSCME agree to create a committee to review any/all existing policies and procedures pertaining to clinical licensure, including those pertaining to timelines, and to collaborate on revisions to policies that improve these processes. The committee will consist of up to five (5)

Management representatives with decision making authority as well as staff with credentialing expertise and five (5) employee representatives. Meetings will be held monthly unless canceled by mutual agreement.

ARTICLE 39 ALTERNATIVES TO LAYOFFSSection 1. Board Policy on Work Force Reductions

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

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

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

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

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees' subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Enhanced Voluntary Time-Off Program

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

Section 4. 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.

Section 5. Contracts

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

ARTICLE 40 TELEWORKSection 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a Management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to any employee. Employee requests to telework are subject to the approval of Management. The Department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on the suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the Teleworker or the Department at any time. If a telework assignment is terminated by Management, the teleworker shall be given a reason in writing.

Section 3. Expand Telework Opportunities

Departments will make reasonable efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, Departments will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared disaster or other emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a Management responsibility.

APPENDIX ADIGNITY AND PROFESSIONALISM IN THE WORKPLACE

It is the intent of Management to utilize the professional skills and knowledge of Social Workers and Marriage and Family Therapists in a manner that maximizes the use of their scope of practice, professional skills and knowledge. To that end Management shall make every reasonable effort to provide the appropriate support services to meet patient care needs including support staff and computer access at each facility or program.

Management and the Union commit to work together to provide a healthy and professional work environment that promotes dignity for all workforce members. Management and the Union are committed to working together to address all complaints in a timely manner.

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

ASSOCIATION OF PSYCHIATRIC
SOCIAL WORKERS/AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
BENIGNA HERNANDEZ
President
Local 2712

By Joseph M.
Nicchitta

 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:55:11 -07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

By 

JOE KAHRAMAN
Senior Business Representative
AFSCME Council 36

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY PROFESSIONAL SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 29th day of
September 2026,

BY AND BETWEEN

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

AND

American Federation of State, County and
Municipal Employees (hereinafter referred
to as "AFSCME" or "Union" or "Local
3511")

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME, Local 3511 was certified on August 21, 1987, by the County Employee Relations Commission (Employee Relations Commission File No. 32-71) as the majority representative of County employees in the Supervisory Professional Social Workers Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME, Local 3511 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 as listed in the respective salary article as well as such classes as may be added hereafter by the Employee Relations Commission.

ARTICLE 2 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the AFSCME Local 3511 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employed covered hereby without favor or discrimination because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliations, handicapped status, or other non-merit factors as defined by Civil Service Rule 25.

No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

ARTICLE 3 IMPLEMENTATION

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

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the County's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions of Articles and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

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

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at midnight on September 30, 2028.

ARTICLE 5 RENEGOTIATIONSection 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2028, 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 thirty (30) days after such receipt or June 1, 2028, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by September 30, 2028, unless the parties mutually agree to continue negotiations.

Members of Unit 724, not to exceed a total of six (6) whom, upon request of the Unit, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

ARTICLE 6 SALARIES

Ratification Payments

\$5,000 effective upon ratification of the contract

\$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Joint Labor Management Financial Committee (JLMFC) - Employee Organization Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the Board of Supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the LMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor),

collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union, the CCU Chairperson, CCU staff and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustments

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

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

Cost of Living Adjustments (COLAs)

Approximately 2.0% (8 levels) effective October 1, 2026

Approximately 5.0% (20 levels) effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9041	ASST CHIEF, PSYCHIATRIC SOCIAL WORK	CURRENT	NMWO	109J	8209.73	11680.09
		10/01/2026	NMWO	110F	8373.18	11912.82
		10/01/2027	NMWO	112D	8796.45	12514.27
9014	CLINICAL SOCIAL WORK SUPERVISOR I	CURRENT	N3MO	106A	8270.00	9999.00
		10/01/2026	N3MO	106J	8435.09	10199.00
		10/01/2027	N3MO	108G	8861.91	10715.18
9015	CLINICAL SOCIAL WORK SUPERVISOR II	CURRENT	N3MO	108A	8731.00	10557.00
		10/01/2026	N3MO	108J	8905.55	10767.91
		10/01/2027	N3MO	110G	9356.00	11311.91
9040	HEAD PSYCHIATRIC SOCIAL WORKER	CURRENT	NMWO	107H	7757.64	11036.64
		10/01/2026	NMWO	108E	7912.18	11256.27
		10/01/2027	NMWO	110C	8311.27	11824.73
9038	MENTAL HEALTH CLINICAL SUPERVISOR	CURRENT	N3MWO	105H	8189.64	10454.09
		10/01/2026	N3MWO	106E	8352.55	10662.45
		10/01/2027	N3MWO	108C	8774.64	11200.64
9132	STAFF DEVELOPMENT SPEC, SOC WORK	CURRENT	N3MO	101F	7311.45	8840.09
		10/01/2026	N3MO	102C	7457.09	9015.91
		10/01/2027	N3MO	104A	7834.00	9471.00

Effective March 1, 1999, whenever any person employed as a Mental Health Clinical Supervisor (Item No. 9038), Assistant Chief, Psychiatric Social Work (Item No. 9041) or Head Psychiatric Social Worker (Item No. 9040) has been on the top step of the established salary range for Supervising Psychiatric Social Worker (Item No. 9038), Assistant Chief, Psychiatric Social Work (Item No. 9041) or Head Psychiatric Social Worker (Item No. 9040) for at least one (1) year, they shall receive additional compensation of twelve (12) standard levels above the top step otherwise established for these classes.

The rate established by this provision shall constitute a base rate.

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) 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 their Department Head in writing to issue a performance evaluation. The Department Head shall issue a performance evaluation within five (5) days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

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

1. Where no performance evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such performance evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their step advance anniversary date.
2. Where the Department Head issues a performance evaluation upon request of the Department of Human Resources and said performance, evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to their step advance anniversary date.

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

Appeals from a Department Head decision shall be processed in accordance with Civil Service Commission Rules.

- D. During the term of this agreement should any changes be made in the existing categories of performance evaluation which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of performance evaluations.

ARTICLE 7 OVERTIMESection 1. Compensation

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

- A. The County will pay overtime for all hours worked in excess of forty (40) hours in one (1) 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 hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

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

- C. An employee may request compensatory time off (CTO) in lieu of pay at a rate of one and one-half (1-1/2) hours off for each hour of overtime worked to a maximum of sixty (60) hours on the books at any one (1) time. To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off.

Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of Departmental Management. Subject to operational needs, Management shall not unreasonably deny requests to use compensatory time which have been submitted pursuant to the above procedure.

Accrued compensatory time shall be paid prior to any promotions. Unless approved by Management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

At the discretion of Management, an employee may be paid for a portion or all of their CTO at any time.

D. Payoff of Special Deferred CTO

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

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.

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

ARTICLE 8 EMPLOYEE BENEFITS

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

ARTICLE 9 SPECIAL PAY PRACTICESSection 1. Evening and Night Shift Differential

Effective October 1, 2022, persons employed in classifications within this Bargaining Unit who are assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive a two dollar and fifty cent (\$2.50) per hour bonus for each hour worked during such shift.

Section 2. Weekend Differential

Effective October 1, 2022, all employees of this bargaining unit who work a weekend shift as defined by County Code and whose regular assignments are within a Sheriffs facility shall receive an additional \$3.75 per hour bonus for each eligible hour worked.

Effective October 1, 2022, all members of this Unit who work a weekend shift as defined by County Code shall receive, in addition to any other relevant compensation in this Article an additional \$2.50 per hour bonus for each eligible hour worked.

Section 3. Call-Back

Whenever an employee is unexpectedly ordered by their Department Head or designated Management representative to return to work following the termination of their normal work shift or normal workweek and departure from their work location, the employee shall receive a minimum payment of four (4) hours' pay at the rate of time and one-half (1 1/2).

If an employee should complete work required, leave the work location and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial

call back, no additional compensation will be paid until four (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half (1 1/2) 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 (2) hours earlier than their 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 4. Standby

- A. DMH employees in this bargaining unit employed as Mental Health Clinical Supervisor (Item No. 9038), and whose regular assignment is within the Full Service Partnership and the Emergency Outreach and Triage Division (EOTD) including, Law Enforcement Team; Psychiatric Mobile Response Team; Assisted Outpatient Treatment; School Threat Assessment Response Team, and any other newly created program developed throughout the term of this MOU as determined by DMH, shall receive a \$4.00 per hour bonus, but not to exceed a maximum of \$800.00 per month (\$400.00 per pay period), for each hour such person is assigned to regularly scheduled standby periods which occur at off-duty times.

DHS employees in this bargaining unit that work standby assignments shall receive a \$4.00 per hour bonus, but not to exceed a maximum of \$800 per month (\$400 per pay period), for each hour such person is assigned to regularly scheduled standby periods which occur at off-duty times.

- B. Assignment to such standby service requires the prior annual authorization of the Chief Executive Officer, and payment of said bonus for standby service requires the finding of the Chief Executive Officer that such service meets the standards set forth above.

Section 5. Sheriff and Probation Detention Camp/Hall Facility

Effective October 1, 2022, any person employed in a full-time permanent position of Clinical Social Work Supervisor I (Item No. 9014), Clinical Social Work Supervisor II, (Item No. 9015) or Mental Health Clinical Supervisor (Item No. 9038), who is permanently assigned to work at Department of Health Services, on a full-time basis in any Los Angeles County Sheriff and Probation Detention Facility, shall receive, in addition to any other compensation in this Article, a 5.5% bonus. Compensation pursuant to this Section does not constitute a base rate.

The bonus shall not apply to telework hours worked when telework is requested by an employee.

Effective October 1, 2022, any member of this Unit who is permanently assigned to work at Department of Mental Health, on a full-time basis in any Probation Detention Facility, shall receive, in addition to any other relevant compensation in this Article, one hundred eighty dollars (\$180.00) per month (\$90.00 per pay period).

Section 6. 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 recommended by the Department Head or designated Management representative and approved by the Chief Executive Office. The Department shall notify an employee in writing of the approval or denial of their written request within forty-five (45) business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, they shall be returned to an assignment in their own classification and notified of the action 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 (2) standard salary schedules (approximately 5.5 percent); or
2. Performs all the significant duties of a higher-level class for which there is no vacant funded position. The bonus shall be two (2) standard salary schedules (approximately 5.5 percent), unless the difference between the employee's class and the higher-level class is less than two (2) standard schedules. In this case, the bonus shall be the difference between the two (2) classes.

The bonus provision of paragraph 2, above, does not apply to employees on short-term higher-level assignments of two (2) weeks or less.

In no event shall an employee receive compensation pursuant to this section and receive out of class bonus pursuant to Article 15 (Out-of-Class Assignment) for the same assignment.

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

Section 7.

Effective April 1, 2001, each member of the Bargaining Unit who is certified by the County as proficient in a language other than English and who is using this skill on a continuing and frequent basis in order to meet the public service responsibility of the Department, shall receive an additional bonus of \$50.00 per month (\$25.00 per pay period), in accordance with County Code Section 6.10.140. This is in addition to any bilingual bonus monies agreed to in the Coalition of County Unions Fringe Benefits MOU.

Section 8. DHS Medically Qualified Bilingual Bonus Status

Within one hundred eighty (180) days of Board of Supervisors' approval of this MOU, the Labor Management Transformation Committee agrees to convene a Work Group to discuss the creation and implementation of a two-tiered "medically" qualified bilingual bonus for Department of Health Services employees providing cultural and linguistic appropriate services. Should all parties comprising said Work Group reach a consensus, the County agrees to present to the Chief Executive Officer for implementation. This language shall sunset at the end of the contract term on September 30, 2025.

Section 9. Field Assignment Bonus

Effective October 1, 2022, any member of this Unit who are permanently assigned to supervise staff paired with Law Enforcement Teams as part of their regular assignment, shall receive in addition to any other relevant compensation in this Article, one hundred eighty dollars (\$180.00) per month (\$90.00 per pay period). Effective October 1, 2022, any member of this Unit assigned to supervise staff as part of their regular assignment, in the following Field-Based programs, or any other newly created program developed by DMH management throughout the term of this MOU, shall receive in addition to any other relevant compensation in this Article, one hundred eighty dollars (\$180.00) per month (\$90.00 per pay period).

Psychiatric Mobile Response Team (PMRT)

Homeless Outreach and Mobile Engagement (HOME)

GENESIS Older Adult Program

Assisted Outpatient Treatment (AOT)

Full-Service Partnership Teams (FSP)

Men's and Women's Community Re-entry Programs

Veterans Peer Access Network (VPAN)

Enhanced Care Management (ECM)

School Assessment and Response Team (START)

Therapeutic Transportation

Section 10. Emergency Room Assignment Bonus

Members of this bargaining unit assigned to supervise clinical staff that are permanently assigned to work in a recognized Emergency Room, shall receive in addition to any other relevant compensation in this Article, two hundred dollars (\$200.00) per month (\$100.00 per pay period). This bonus does not constitute a base rate.

ARTICLE 10 PAYCHECK ERRORSSection 1. Underpayments

- A. 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 (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
- B. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the appointing authority.
- C. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

Section 2. Overpayments

- A. Employees will be notified prior to the recovery of overpayments.
- B. 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 earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Time Card Corrections

Timecard corrections shall be processed and implemented within fifteen (15) business days of submission by the employee to the appointing authority.

ARTICLE 11 BULLETIN BOARDS

Management agrees to furnish dedicated bulletin board space to AFSCME Local 3511, the size, number, and location to be jointly determined by Departmental Management and the AFSCME. The boards shall be used only for posting the following information:

1. AFSCME recreational, social, and related news bulletins;
2. AFSCME meetings;
3. Information concerning AFSCME elections and their results;
4. Information concerning insurance and any other benefits offered to members by the Union;
5. Reports of official business of AFSCME, including reports of committees or the Board of Directors; and
6. Any other written material which has first been approved by the Department. Bulletins requiring departmental approval shall be submitted by the Union to the managers of the departmental work location where the bulletin board is located, or to the personnel officer or their designate. The manager or personnel officer/designate shall approve or deny posting within one (1) business day.
7. Two (2) designated Union Representatives shall be granted limited access to the Departmental Sharepoint site for the purpose of assisting and advising members.

ARTICLE 12 HEALTH AND SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment, including restrooms. AFSCME 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 their AFSCME Advocate to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

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

If the AFSCME Advocate is not satisfied with the response of the safety officer, an AFSCME business agent or any officer of AFSCME Local 3511 may request a meeting between Management and the Union.

In recognition of the special challenges and risks associated with field-based work, workers shall receive field safety training and shall not go alone when seeing, visiting, or transporting clients/families in the community during the first eight (8) weeks in any field assignment.

Management shall report to AFSCME Local 3511 as soon as practicable, any known critical incident including assault; credible threats; confiscated weapons; vermin or insect infestation; dangerous facility conditions; and hazardous materials or pathogens that involve members of this Unit. The information shall not include specific identifying information of any individual.

Additionally, employees represented by this bargaining unit may make a written request to be partnered with another worker where known or suspected increased safety risks exist upon consultation with a supervisor. Any denials of such requests shall be provided in writing.

Upon request by the Union, Departments and AFSCME Local 3511 shall convene joint meetings for the purpose of consultation on Health and Safety issues as needed. The recommendations from the meetings shall be advisory in nature.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain first aid kits which shall include N95 Face Mask, disposable gloves, hand sanitizer, and shoe covers as necessary and appropriate.

Section 3. Safety Procedures

- A. Safety standards shall be developed and consulted at the time that leases are reviewed for DMH worksites.

- B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.
- C. Semi-annual Safety drills for all worksite staff.
- D. Safety training for all staff at least once per year.
- E. Management will continue to install buzzers in all new work sites and will make every reasonable effort to install buzzers at existing work sites.
- F. Management agrees to notify and consult with the Union in a timely manner prior to making any significant changes to existing safety measures.
- G. Management agrees to follow the practices regarding field visits outlined in the Mental Health Illness and Injury Prevention Plan (IIPP). The parties agree that “stable circumstances” as mentioned in the IIPP refers to a secure site, including but not limited to hospitals, schools, community centers, fire or police stations.

Section 4. Health and Safety Committee – Department of Mental Health

Each Mental Health clinic and program in the Department of Mental Health shall have a Health and Safety Committee.

The responsibilities of the Committee shall be to:

Alert Management to all safety and security concerns including identifying potential safety, health, and security problems in the clinic and all programs before they become immediate and make recommendations to Management for their solution.

Annually, or at other times as conditions warrant, review existing office safety procedures and make recommendations to Management for improvements and other alterations to meet changing safety, security, and health conditions.

Obtain comments and other input from staff on safety, security, and health conditions in the clinic and all programs and suggestions for improvements.

Provide input to clinic Management for the office's fire and earthquake procedures and participate in planning and conduct of fire and earthquake drills.

Oversee regular inspections of equipment and environment as they relate to safety, security, and health conditions in the clinic and all programs.

Provide to clinic and all program Management recommendations for various safety training programs for staff, such as "Management of Assaultive Behavior.

The Committee shall be composed of the clinic's and/or program's safety officer, one (1) Management representative, and one (1) clinic or program employee designated by Local 3511.

The Committee shall meet monthly on County time. The recommendations of the Committee shall be advisory in nature.

Section 5.

Management will respond in writing within three (3) working days to any written request by an employee or the Union for information regarding whether a work condition is dangerous.

Section 6.

Management and Local 3511, AFSCME agree that the Williams-Steiger Occupational Safety and Health Act of 1970, the California Occupational Safety and Health Act of 1973, and the State Legislation commonly called "SB 198", shall be binding on both parties.

Section 7. Injury and Illness Prevention Plan

The County and the Union agree to meet and confer on any negotiable issues arising out of the Injury and Illness Prevention Plan (IIPP).

Section 8. DMH Countywide Health and Safety Committee

DMH Health and Safety Committee meets monthly and may make recommendations including but not limited to specific health and safety concerns which arise from reports by the Health and Safety Committee meetings, issues resulting from safety incidents, field-based safety standards, and personal safety devices as appropriate. The recommendations may be submitted to Management for review and consideration for inclusion in the IIPP, and when mutually agreed, recommendations may be adopted. The Committee shall include Management, one (1) AFSCME Local 3511 representative and up to five (5) employees selected by the Union.

Section 9. Health and Safety Committees - Non-DMH Departments

Where health/safety committees exist in any County Department's worksite, other than Department of Mental Health (i.e. Department of Health Services, Department of Public Health, Los Angeles County Libraries, etc.), and the concerns of these committees include health and safety matters that affect employees represented by AFSCME Local 3511, there shall be representation from this Union. Each facility/department where health/safety committees exist will select up to two (2) employees represented by AFSCME Local 3511 to serve on the committee.

Employees represented by AFSCME Local 3511 who are working at locations that do not have an existing health and safety committee may initiate a new health and safety committee in coordination with their respective Departmental and/or worksite Management.

The employees who are appointed to health and safety committees will serve during working hours without loss of compensation.

ARTICLE 13 WORK SCHEDULESSection 1. Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or work week as defined by the Los Angeles County Code.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3) employee's work schedules shall not be changed without written notice to the employees at least ten (10) working days before the change is to be implemented.

Section 3. Facility Hours of Operation

When and if there is a need to change days and/or hours of operation at a facility which affects the work schedules of members of this Unit, Management shall provide notice to the Union and meet and consult or confer, as appropriate prior to implementing any new work schedule changes.

Section 4. Emergencies

Nothing herein shall limit the authority of the Department Head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 5. Alternative Work Schedules

Management will consult with the Union prior to implementing or eliminating alternative work schedules, including, but not limited to, 4/10 and 9/80 schedules.

Employees in this Unit who have completed probation and have a competent evaluation may request a 9/80 or 4/40 work schedule. Management shall review and approve such requests based on the needs of the operation.

Participation in an alternative work schedule is voluntary and may be terminated by the employee at any time, or by Management for cause or based on the needs of the operation.

ARTICLE 14 CONSULTATION

- A. Upon request, County Management agrees to meet with representatives of AFSCME Local 3511 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation at least thirty (30) days prior to effecting basic changes in any rule or procedures affecting employee relations.

Management shall provide AFSCME Local 3511 with notice of changes to matters affecting employee relations and provide the Union with reasonable opportunity to confer or consult on the changes.

Management agrees to consult on request with AFSCME on matters related to professional standards and patient care, on changes in rules affecting conditions of employment, and on impact of County-wide classification studies of classes represented by this bargaining unit.

AFSCME agrees to work, cooperatively and jointly with the Department of Mental Health on the creation of a para-professional classification series.

- B. It is the intention of County Management to provide timely notification concerning classification studies, referenced in Paragraph A. of this Article, so that ample time exists prior to action by the Director of Personnel should this representation unit desire to request a consultation meeting.
- C. Management further agrees to consult on request with AFSCME Local 3511 on training, professional development, safety and health, and major organizational changes which impact on the working conditions of employees in this Unit.
- D. All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.
- E. The parties will establish a Joint Labor/Management Committee to discuss proposed changes in the delivery of directly-operated mental health services, where such proposed changes will have a substantial impact on employees in this Bargaining Unit.

The Joint Labor/Management Committee shall consist of no more than four (4) Management representatives, and no more than six (6) employee representatives from Bargaining Unit 724. Management representatives will be designated by the Department Head. Employee representatives will be designated by the Union.

During the term of this MOU, the Joint Labor/Management Committee shall meet, upon request of either party, at mutually agreeable times and locations. Management will accommodate requests by either unit to meet alone on standing JLMC meeting days.

The parties agree that the Committee may make advisory recommendations to Management for consideration.

- F. It is understood by the parties that the provisions of this Article do not waive rights provided for in the Los Angeles County Employee Relations Ordinance, including the right to negotiate on matters subject to negotiations.

Healthcare Reform and Integration Advisory Committee

The parties agree to establish a joint labor-management committee (titled the Healthcare Reform and Integration Advisory Committee) to review the impact on conditions of employment resulting from health care reform and Health Agency integration on the Department of Mental Health (DMH), the County Health Agency, DHS, and DPH and make recommendations to Management. Management from the County Health Agency, Health Services and Public Health will be invited to participate in the Advisory Committee meetings.

The Committee can make recommendations on how best to implement health care reform and integration. The Committee, which will be chaired by the County, will have a maximum of seven (7) members from Local 3511. The Committee will meet once a month as necessary, at a time and place to be determined by the committee.

An agenda will be prepared in advance of each meeting. If there are topics on the agenda affecting any other Department, a representative for labor, and a representative for Management from that Department will be invited to attend. Any party can add items to the agenda.

Management agrees to consult with the committee on new classifications or classification changes resulting from health care reform and integration.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, County Management agrees to meet and confer with the Union on negotiable subjects specifically related to DMH's, DHS' and DPH's changes under health care reform and integration when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

This section shall expire on September 30, 2021.

ARTICLE 15 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

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

- B. The amount of the bonus shall be two (2) 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 twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:
 - 1. Appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

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

2. Return the employee to an assignment in their own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this Article is to be paid; or
 3. Pay the employee the bonus from the date of request for relief and terminates when the conditions of this Article are no longer met.
 4. This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.
- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the Department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this Article will be applied within Departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request, a written confirmation of their out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 16 VACATION SCHEDULING

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

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

1. At least annually, Management shall prepare a vacation schedule for all employees in each work facility.
2. The employees with the greatest seniority will be given the opportunity to have first choice of their vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.
3. Having once made such a choice, no employee may change their vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.
4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next annual vacation schedule is prepared.
5. For the purpose of this Article, seniority shall be defined as the total amount of continuous County service.

6. Management shall return ROTOS to employees within seven (7) business days of receipt.

ARTICLE 17 PERSONNEL FILES

An employee, or their 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. A reasonable number of employee reviews can occur on County time.

An employee shall be advised of, and entitled to read, and receive a copy if requested, all written statement by the employee's supervisor or Departmental Management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. If the employee declines to sign, the supervisor shall note declines to sign on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's declining to sign. This paragraph shall not be subject to the grievance process unless the matter is unresolved within twenty (20) business days after notice to Human Resources.

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 will 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 (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope, it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date will be two (2) years from the date of issue of the document in the sealed envelope. Upon the employee's request, the sealed envelope shall be removed from the personnel file and returned to the employee.

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

If the Department takes disciplinary action against an employee, the Department, upon request of the employee, will furnish the employee copies of any documents or written statements used and/or referenced by the Department as a basis for its action that are the property of or in possession of the Department.

No non-related work material will be introduced into the file.

ARTICLE 18 EMPLOYEE LEAVESSection 1. Pregnancy Leave

The parties agree that Departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents the employee from performing the duties of the position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Executive Officer and by the Department Head.

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

Section 2. Bereavement Leave

Upon the employee's request and with prior approval by the Department Head, an employee may use the necessary portion of their available personal leave, vacation, or compensatory time off for the purpose of supplementing bereavement leave.

Section 3. Medical Leave

Pursuant to the Civil Service Rules, medical leaves without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the employee's request, if, after submission of medical evidence satisfactory to the Department Head as establishing the employee's medical need, the Department Head determines that such leave would be in the best interests of the Department and the County. Medical evidence shall be sent to the departmental return-to-work coordinator.

Section 4. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the Department, unpaid educational leaves may be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university. Bargaining unit members may elect to use non-sick benefit time during educational leave.

Section 5. Employee Organization Leave

AFSCME Local 3511 may request up to two (2) employees in the Unit at the same time on leave of absence to work on Union business. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Union business as it is related to County functions.

AFSCME Local 3511 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind, unless fully reimbursed by the Union. Leaves shall generally be for a maximum of one (1) year. An individual employee's leave may be extended at the discretion of Management. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given service area. Employees on such leave will have their performance evaluation reflect that they were on an authorized organizational leave.

Management agrees to release AFSCME Officers to conduct Union business related to County services up to twenty-four (24) hours quarterly on County time. The release time shall be granted by Management on a case-by-case basis and shall be based on the needs of the operation.

Section 6. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

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

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. This section shall not be subject to arbitration.

Section 7. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or their designate will temporarily convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis. The employee will be returned to their usual work shift as soon as practicable upon completion of Jury or Witness service.

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

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

ARTICLE 19 PROFESSIONAL DEVELOPMENT AND TRAINING

Management recognizes that the procedures and time limits at the facility for requesting participation in work related educational programs, seminars, online trainings including but not limited to Eventshub, Learningnet, and Udemy and professional conferences on County time may vary.

Employees who are not required to complete Continuing Education Units to maintain a professional license may request County time for work related training. Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, online trainings, including but not limited to Eventshub, Learningnet, and Udemy seminars, or symposia, when and if Management provides paid County time to any employees in such job assignment. Management shall work collaboratively with the employee to arrange for appropriate coverage during employee's participation in such training.

Requests for salary-only training must be submitted for approval at least four (4) weeks prior to the commencement of the training. No later than ten (10) calendar days prior to the date of the training, Management shall inform the employee of approval or denial of the request. The employee will be notified of the reasons for the denial of the training request in writing. Management shall not be obligated to these time frames if the employee does not submit the request at least four (4) weeks prior to the commencement of the training.

Requests for salary only training for which the employee has received short notice [short notice defined as less than forty-two (42) calendar days] must be requested by the employee at least ten (10) calendar days prior to the date of the training.

In the event notice of a training is provided to employees within ten (10) calendar days of the date of training, Management shall inform the employee of the approval or denial within five (5) business days from the date of the request. Requests for training received by Management within ten (10) days of days of the scheduled training may be approved subject to the needs of the operation.

Training requests shall not be denied on the basis of performance issues.

When new technology systems are introduced, Management will provide training live or online training on the newly introduced platform.

Professional Development and Training Advisory Committee

Within one hundred twenty (120) days of Board of Supervisors approval of this MOU, the Department of Mental Health, Department of Health Services, and Department of Public Health and AFSCME agree to convene an advisory committee to provide employee input in the development of staff training programs and use of new technology with emphasis on therapeutic use with clients. Training topics may include Administrative vs. Clinical Supervision, "How to be a Supervisor", and Team Building. The committee will consist of up to four (4) Management representatives and eight (8) employee representatives (from Unit 724 and Unit 721). Meetings will be held at least quarterly, upon written request of the Union.

Professional Social Workers Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Professional Social Workers Association meetings.

Marriage and Family Therapists Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Marriage and Family Therapists Association meetings.

ARTICLE 20 MANDATORY CONTINUING EDUCATION

Management recognizes the importance of continued education for employees in this Unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, online trainings including but not limited to Eventshub, Learningnet, and Udemy professional conferences and professional meetings, on County time.

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

The parties agree jointly to recommend to the Board of Supervisors for adoption and implementation through amendment to applicable provisions of said Ordinance, that in addition to all provisions of the Los Angeles County Code, any person employed in a full-time permanent position of Mental Health Clinical Supervisor (Item No. 9038), Assistant Chief, Psychiatric Social Work (Item No. 9041), Head Psychiatric Social Worker (Item No. 9040), Clinical Social Work Supervisor I (Item No. 9014), and Clinical Social Work Supervisor II (Item No. 9015) may, subject to departmental staffing consideration, during the term of this contract, be allowed time off from work at regular pay for twenty- four (24) hours per year throughout the term of this contract to attend mandatory continuing education, licensure or recertification programs.

It is agreed that hours referenced in the previous paragraph may include pre-approved home study and online courses to fulfill mandatory continuing education requirements for licensure. Additionally, if the needs of the service are not negatively impacted, Management shall make every effort to adjust the employee's schedule for that workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off or at a time that is outside of regular work hours. Management shall work collaboratively with the employee to arrange appropriate coverage during the employee's participation in such training.

Notwithstanding the above provisions and pursuant to Civil Service Rules where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may (a) use accrued leave time and/or (b) use up to two (2) days of leave without pay per year for such attendance. In all instances, provisions of this Article will be subject to departmental staffing considerations.

ARTICLE 21 PARKINGSection 1.

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

Section 2.

The Coalition of County Unions will negotiate over Management proposals to increase average vehicle ridership (AVR) pursuant to regulations of the Air Quality Management District (AQMD). Upon completion of those negotiations, all other parking provisions contained herein shall cease to apply to employees in this bargaining unit. Completion of negotiations means (1) agreement or (2) exhaustion of the impasse procedures established by the Employee Relations Commission (ERCOM) or one hundred twenty (120) calendar days from commencement of negotiations, whichever comes first.

ARTICLE 22 PROMOTIONS

The County agrees to provide the Local President with copies of all promotional examination bulletins for classes in the bargaining Unit.

ARTICLE 23 GRIEVANCE PROCEDURESection 1. Purpose

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

Section 2. Definitions

1. Wherever used, the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and their immediate supervisor.
3. "Days" means calendar days exclusive of Saturdays, Sundays, or legal holidays.

Section 3. Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with them at a mutually satisfactory time. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

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 their grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one (1) level to the next level within the time limits established in this grievance procedure, the grievance shall automatically be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 5. General Provisions

1. An employee involved in the processing of their grievance may do so without loss of compensation provided that they accomplish all phases of preparation and presentation in a reasonable and expeditious manner.
2. An employee has the right to the assistance of a representative in the preparation of their written grievance, and to represent them in formal grievance meetings.
3. Only County employees in this Unit or authorized AFSCME representative as specified in Article 28 AFSCME Stewards/Officers, may be selected by an employee to represent them in formal grievance meetings. If a Union representative was present at the formal grievance hearing, they will receive a copy of the response given to the employee.
4. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent themselves from their duties to attend a grievance meeting.
5. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 28.

6. If the employee elects to be represented by any person in a formal grievance meeting, the Department may designate a Management representative to be present at such meeting.
7. The AFSCME 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.
8. An employee may present their 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 their rights because of Management imposed limitations in scheduling meetings.

Section 6. Procedure

1. Informal Complaint

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee shall discuss their complaint in a meeting with their immediate supervisor.
- B. Within ten (10) business days from the day of the discussion with the employee, their immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - First Level Management

- A. Within fifteen (15) business days from receipt or failure to receive their supervisor's decision, an employee, not satisfied, may file a formal written grievance.
- B. Within fifteen (15) business days from receipt of the grievance, the first level Management representative shall meet with the parties involved and shall give a written decision to the employee using the original copy of the grievance.

Step 2 - Middle Level Management

- A. Within ten (10) business days from their receipt of the written decision at level one (1) and using the returned original copy of the grievance form, the employee may appeal to the middle level Management representative.

The middle level Management representative shall meet with the first level Management representative and the employee before a decision is reached by them.

- B. Within ten (10) business days from receipt of the grievance, the middle level Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3 – Upper-Level Management

- A. Within ten (10) business days from the receipt of the decision at level two (2), the employee may appeal to the upper-level Management representative using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the upper-level Management representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance and meet with the parties involved. They shall then render a written decision to the employee within five (5) business days of the holding of the meeting.
- C. If the upper-level Management representative fails to give a decision at the third level within the specified time limits, AFSCME 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 specified terms and provisions of the Memorandum of Understanding, the written decision of the upper-level Management representative shall be final.

Section 7. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the upper-level Management representative or at the conclusion of grievance mediation as contained in this MOU, whichever is applicable, AFSCME 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 the Board of Supervisors; unless the arbitrator, in their 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 Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to, discharge, reductions, and discrimination; nor

- C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event AFSCME 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 Office of Human Resources, Chief Executive Office 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.

- B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five (5) arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one (1) name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.
- C. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal 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 AFSCME 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 AFSCME 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 AFSCME. 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.

AFSCME 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

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 24 GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 3511 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

- A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where Local 3511 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 3511 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within 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, Local 3511 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or their authorized representative.

- C. Within thirty (30) business days after the meeting provided in B. above, or from the conclusion of grievance mediation as contained in this MOU, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 7, Subsection 2 of Article 23, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 23, of this Memorandum of Understanding.

It is further understood that this article is not intended as a substitute or alternative for the grievance procedures set forth in Article 23 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the right of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedure set forth in Article 23 hereof.

ARTICLE 25 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 23, Grievance Procedure.
 2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 23, Section 7, can be submitted to grievance mediation. Both Local 3511 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
 3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 3511 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
 4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
 5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 3511, and the grievant. The final agreement shall be binding on all parties.
- Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 26 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 23, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by the Board of Supervisors; unless the arbitrator, in their 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 Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in their 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 flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one (1) 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 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
 - Implementation Term
 - Renegotiation
 - Non-Discrimination
 - Health and Safety
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law
 - Leave of Absence for Union Business

ARTICLE 27 STRIKES AND LOCKOUTS

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

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

ARTICLE 28 AFSCME STEWARDS/OFFICERSSection 1.

It is agreed and understood by the parties of this Memorandum of Understanding that the cumulative number of stewards for this Unit shall not exceed twenty (20). The number of stewards from any Service Provider Area (SPA) shall not exceed the number of facilities within the SPA. Only an employee who has passed their initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as an AFSCME steward.

Section 2.

AFSCME shall give to all Department Heads with employees in this Unit and the Chief Executive Officer of the County of Los Angeles a written list of the names of employees selected as AFSCME stewards, which list shall be kept current by AFSCME. The County shall give AFSCME a written list of Department Heads with employees in this Unit. This list shall be kept current by the County.

Section 3.

AFSCME agrees, whenever investigation or processing of formal grievances and/or disciplinary actions initiated by the Department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. AFSCME representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform them of the nature of the business.

Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the AFSCME steward/officer will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the AFSCME steward's/officer's request, unless otherwise mutually agreed to.

Prior to entering other work locations, the AFSCME steward/officer shall inform the cognizant supervisor of the nature of their business. Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption of work. If the employee cannot be made available, the AFSCME steward/officer will be informed when the employee will be made available.

Management agrees an AFSCME steward or Board member will not be discriminated against, nor transferred to another work location without their consent.

ARTICLE 29 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

Management agrees to honor all authorizations for payroll deduction of payments to AFSCME Local 3511 and to remit such payments pursuant to such authorization to the Union within thirty (30) working days after the conclusion of the month in which said dues and deductions were taken. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions. Any employee inquiries to cancel or change deductions shall be referred to the Union.

AFSCME Local 3511 hereby certifies that each individual whose name is presented for deductions has signed a written authorization, which authorizes the Union to request that Management deduct from their salary or wages the amount specified by the Union. The Union has, and will maintain an authorization on behalf of each such individual

Section 2. Security Clause

Any employees in the 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 deductions made by the County during the term of this agreement; provided, however, that any employee in this Unit may terminate such Union dues, by notifying the Union of their termination of Union dues deductions not less than ten (10) days and not more than twenty (20) days before the end of any yearly period as defined by the date of execution of the individual's authorization.

Such notification shall be by certified mail or by email to local3511@gmail.com and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

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

Section 3. List of New Employees/Separations

The County shall provide AFSCME Local 3511 with access to employee lists via Internet and/or in a Word or Excel format each pay period without cost. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, work location, department, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, home address, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Management shall provide this information for any employee newly hired or promoted into the Unit within thirty (30) days of the date of hire/promotion, or by the first pay period of the month following hire/promotion.

On the first of every month, Management shall provide to the Union a list of employees who have left the Unit by means of promotion, demotion, changes of job title, leaving County service or any other means.

Management will supply to employees newly hired or transferred into the Unit an information brochure, and/or letter about AFSCME and a dues deduction card furnished by AFSCME, Local 3511: Each Department will notify the Union if it runs out of this material.

Section 4. Indemnification Clause

The Union understands and acknowledges that Management will rely upon the foregoing representations in making deductions, in the amounts specified by the Union from salaries or wages of the individuals whose names are presented for deductions, and that the employer shall not be required to make further investigation or inquiry regarding the accuracy of those representations prior to making such deductions.

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 30 NEW EMPLOYEE ORIENTATION

The Union shall be allowed to conduct a 30-minute one-on-one meeting to orient, educate, and update each new hire employee or newly promoted employee covered by this MOU. Such meeting shall be on County time and for the purpose of informing the employee of Union membership programs and services, and their rights and obligations under the MOU. The meeting shall be held during the employee's scheduled work hours and at a work location mutually agreed upon by the Union and the Departments. The Union shall be provided with a name of all new hires and their assigned work location prior to their start date consistent with Article 29 of this MOU.

All employees in this Unit who are being assigned to a Sheriff or Probation Detention facility shall be informed of the unique work environment, including oversight, monitoring, procedural and policy guidelines required to work in such facilities.

ARTICLE 31 LEGAL REPRESENTATION

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

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

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

ARTICLE 32 OBLIGATION TO SUPPORT

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

ARTICLE 33 FULL UNDERSTANDING, MODIFICATIONS AND WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules, or it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME, Local 3511 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME, Local 3511 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME, Local 3511 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management.

Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME, Local 3511 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Board of Supervisors.
- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 34 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service 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, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means, and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 35 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days and to consult.

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 36 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 37 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be the County's Chief Executive Officer, or their duly authorized representative [address: 500 West Temple Street, Room 782, Los Angeles, California 90012, Telephone: (213) 974-4029] except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation as set forth herein.

- B. AFSCME, Local 3511's principal authorized agent shall be: President, AFSCME Local 3511 AFSCME, AFL-CIO [address: 3375 East Slauson Avenue Vernon, CA 90058, Telephone: (213) 487-9887].

ARTICLE 38 DISCIPLINARY ACTION

Prior to disciplinary action involving demotion, the Department will give notification to the employee of such action and, upon request of the employee, will furnish copies of any documents or written statements used by the Department as a basis for its action.

ARTICLE 39 ALTERNATIVES TO LAYOFFSSection 1. Board Policy on Work Force Reductions

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

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

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

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

Section 2. Department of Human Resources

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

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

Section 3. Enhanced Voluntary Time-Off Program

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

Section 4. 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.

Section 5. Contracts

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

ARTICLE 40 SPAN OF CONTROL

Section 1.

The Department agrees to cooperate in maintaining adequate and equitable supervision that promotes appropriate guidance, instruction, training, development, monitoring and evaluation for clinical staff.

Section 2 Span of Control Measures

Except as provided below, employees in this Unit shall be limited to providing supervision to employees at no more than three (3) programs and/or locations at any given time. Employees in this Unit shall be limited to driving not more than sixty (60) miles per day for supervision related duties. The location/program limitations shall not apply to supervisors on the Psychiatric Mobile Response Team and co-located program assignments to maintain equity in the supervisor to subordinate ratios.

Employees in the bargaining unit shall not exceed the following ratios:

Department of Health Services

Clinical Social Work Supervisors	10:1 (No more than 3 license waiver staff)
Mental Health Clinical Supervisors	10:1 (No more than 3 license waiver staff)

Department of Mental Health

Mental Health Clinical Supervisors	10:1 (No more than 3 license waiver staff)
------------------------------------	--

Department of Public Health

10:1 (No more than 3 license waiver staff)

The span of control for the above assignments in DHS and DMH may include the supervision of non-clinical staff.

For DMH, the above ratios will be phased in over eighteen (18) months, and not later than July 1, 2020. DMH will work with AFSCME to establish a priority list to accomplish the target ratios.

Section 3 Span of Control Committee

Within sixty (60) days of Board of Supervisors approval of this agreement, the County will meet with AFSCME Local 3511 BU 724 to initiate the phased in implementation of the agreed upon ratios.

The committee shall meet monthly, unless canceled by mutual agreement.

ARTICLE 41 TRANSFERSSection 1. Employee Initiated Transfers

Employees in this bargaining unit who wish to transfer to another work location may submit a written request to the Personnel Officer of that Department and have their name placed on a list to be kept by the Department for six (6) months from the date of receipt.

It is understood that the request is for an available, vacant position in the same classification. The Department will consider the request when filling vacancies.

Management agrees to review transfer lists before assigning newly hired employees. Management will consider factors such as the employee's seniority, experience, academic training, professional skills and geographical location in making transfer decisions. The submission of a request to transfer to another work location does not obligate the employee to accept any actual offer of employment at that location. Further, the Department is not obligated to make an offer of employment to the employee by virtue of the employee having submitted a request. This section is not intended in any manner to limit Management's authority to select, in its judgment, the best, qualified individual for the position. When a request to transfer is denied, Management will respond to such request in writing with the basis for the denial.

Upon notice to Management of acceptance of a lateral transfer opportunity, Management will work with the receiving work unit to effectuate the transfer as soon as practicable. Management shall provide the employee with an update each thirty (30) days as to the status of the pending transfer.

Section 2. Management Initiated Transfers

In the assignment of management-initiated transfers, Management will consider several factors, such as the employee's seniority, experience, academic training, and skills; geographical location; and operational needs. Management will give at least ten (10) business days' advance written notice prior to a transfer and provide the basis for the transfer in writing.

Section 3. Lateral Transfer

Lateral Transfers will conform to Civil Service Rule 15.02 (B).

Section 4. Reassignment/Involuntary Transfer

If the Management determines that reassignments are necessary as a result of restructuring and/or workforce reductions, Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion. Management shall make every reasonable effort to provide employees ten (10) business days' notice.

Section 5. Vacancy Notices

Vacancies shall be posted according to Department procedures. AFSCME will be informed regarding the method of access to the vacancy listing.

ARTICLE 42 TELEWORKSection 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a Management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to any employee. Employee requests to telework are subject to the approval of Management. The Department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on the suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the Teleworker or the Department at any time. If a telework assignment is terminated by Management, the teleworker shall be given a reason in writing.

Section 3. Expand Telework Opportunities

Departments will make reasonable efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, Departments will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared disaster or other emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by Management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a Management responsibility.

APPENDIX A

It is the intent of Management to utilize the professional skills and knowledge of Social Workers and Marriage and Family Therapist in a manner that maximizes the use of their scope of practice, professional skills and knowledge. To that end, Management shall make every reasonable effort to provide the appropriate support services to meet patient care needs including support staff and computer access at each program facility or program.

Management and the Union commit to work together to provide a healthy and professional work environment that promotes dignity for all workforce members. Management and the Union are committed to working together to address all complaints in a timely manner.

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.

SUPERVISORY PROFESSIONAL
SOCIAL WORKERS OF LOS ANGELES
COUNTY/AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By *Robert Holquin, LCSW*
ROBERT HOLGUIN
President
Local 3511

By Joseph M. Nicchitta
JOSEPH M. NICCHITTA
Chief Executive Officer

Digitally signed by Joseph M. Nicchitta
Date: 2026.09.23 16:55:33 -07'00'

By *Joe Kahraman*
JOE KAHRAMAN
Senior Business Representative
AFSCME Council 36

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING CHILD SUPPORT SPECIALISTS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 29th day of
September 2026,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County"),

AND

AFSCME COUNCIL 36, LOCAL 1083,
SUPERVISING CHILD SUPPORT
SPECIALISTS (hereinafter referred to as
"AFSCME Local 1083")

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME, Council 36 was certified on June 23, 2008, by the County Employee Relations Commission (Employee Relations Commission File No. CP 01-08) as the majority representative of County employees in the Supervising Child Support Specialists Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Supervising Child Support Specialists, AFSCME Local 1083 as the certified exclusive 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 as Supervising Child Support Specialists (SCSSs).

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the 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 of Understanding which do not require specific approval by the Board of Supervisors.

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

ARTICLE 3 AUTHORIZED AGENTS

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

A. Management's principal authorized agent shall be County's Chief Executive Officer or their duly authorized representative (Address: 500 West Temple Street, Room 782, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. SCSS/AFSCME Local 1083 principal authorized agent for service of process shall be:

Executive Board, AFSCME Local 1083, AFL-CIO (Address: 3375 East Slauson Avenue, Vernon, CA 90058, Telephone: (213) 487-9887).

C. Mailing Address for all other correspondence shall be:

AFSCME Local 1083

3375 East Slauson Avenue

Vernon, CA 90058

ARTICLE 4 OBLIGATION TO SUPPORT

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

ARTICLE 5 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 1083 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, gender identity, gender expression, marital status, age, national origin, disability or any other protected category as defined by applicable federal or state laws, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 6 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:00 a.m. on October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at midnight on September 30, 2028.

ARTICLE 7 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 1 through May 31, 2028, 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 thirty (30) days after such receipt or June 1, 2028, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 8 UNION NEGOTIATION COMMITTEE – RELEASE TIME

Members of Unit 725, not to exceed a total of eight (8), who upon request of the Union, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions or union caucuses, shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

ARTICLE 9 GRIEVANCE PROCEDURESection 1. Purpose

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

Section 2. Definitions

1. Wherever used the term “employee” means either employee or employees as appropriate.
2. “Grievance” means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and their immediate supervisor.
3. “Business Days” mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with them at a mutually satisfactory time. The Union agrees to encourage an employee who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, article(s) violated, and the specific remedy requested.

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 their grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. General Provisions

1. An employee involved in the processing of their grievance may do so without loss of compensation provided that they accomplish all phases of preparation and presentation in a reasonable and expeditious manner.
2. An employee has the right to the assistance of a representative in the preparation of their written grievance, and to represent them in formal grievance meetings. Subject to mutual agreement, considering the nature and complexity of the grievance, the employee may have additional representative(s).
3. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent themselves from their duties to attend a grievance meeting. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 33.
4. If the employee elects to be represented by any person in a formal grievance meeting, the Department may designate a Management representative to be present at such meeting.
5. An employee may present their 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 their rights because of Management imposed limitations in scheduling meetings.

6. AFSCME Local 1083 has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms of this Memorandum of Understanding.
7. If an AFSCME Local 1083 representative elects to attend any formal grievance meeting, they must inform Departmental Management prior to such meeting. The Department may also designate a Management representative to be present at such meeting.
8. Bargaining Unit members who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses and attend formal grievance hearings on paid County time.

Section 6. Procedures

1. Step 1

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee shall file a formal written grievance. A copy of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from their Departmental Management. The employee shall submit the grievance to their immediate supervisor.

- B. Within ten (10) business days of the receipt of grievance, the immediate supervisor shall arrange a mutually acceptable date to meet. The immediate supervisors shall meet with the parties involved and shall give a written decision to the employee using the original copy of the grievance.

2. Step 2.

- A. Within ten (10) business days from their receipt of the immediate supervisor's written decision, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by them.
- B. Within ten (10) business days from receipt of the grievance, the Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. If the employee is represented by the Union, a copy of the decision will be given to the Union Representative.

3. Step 3.

- A. Within ten (10) business days from their receipt of the decision resulting from the Step 2, or if Step 2 is waived, the employee may appeal to the Hearing Officer Designated by the Employee Relations Division.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or their 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 within ten (10) days of holding the meeting. However, the Department Head or designee is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.
- C. If the Department Head or their designated representative fails to give a decision within the specified time limit, AFSCME Local 1083 shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or their designated representative shall be final.

Section 7. Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or their designated representative, AFSCME Local 1083 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 the Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
 - C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event AFSCME Local 1083 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint them pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five (5) names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list.

The party to strike the first name will be determined by chance. The parties shall alternately strike one name each from the panel and the last name left shall be appointed as the arbitrator in the case by the Employee Relations Commission. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and AFSCME Local 1083 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 AFSCME Local 1083 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own

submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon AFSCME Local 1083. 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. AFSCME Local 1083 may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence

ARTICLE 10 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 7, can be submitted to grievance mediation. Both AFSCME Local 1083 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 1083 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by outside Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 1083, and the grievant. The final agreement shall be binding on all parties.

Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11 GRIEVANCES – GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME Local 1083 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

- A. Where AFSCME Local 1083 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME Local 1083 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME Local 1083 shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or their authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to AFSCME Local 1083 in writing, setting forth Management's decision and reasons, therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 7, Subsection 2 of Article 9, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 9 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 9 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 thereof.

ARTICLE 12 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 9, 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 the Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made; 2) there will be no representation by counsel except for in-house staff counsel; and 3) there will be no post hearing briefs.
- 5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one (1) 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

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence

ARTICLE 13 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

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

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to AFSCME 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 AFSCME dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such AFSCME dues during the period August 10 through August 31, of each year, by notifying AFSCME of their termination of AFSCME dues deduction.

Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, Department name and name of Union from which dues deductions are to be cancelled. AFSCME will provide the County's Auditor- Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3 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 agreement with AFSCME and that all employees are subject to the Memorandum of Understanding.

The effective date of deducting AFSCME dues shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 4. Indemnification Clause

AFSCME 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 14 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 service 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, effect work furloughs or any other alternatives 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 15FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

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

This Article is not intended to negate or eliminate past practice as a factor in establishing practice between the parties.

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

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are specifically covered in this agreement.

It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change, it shall notify AFSCME Local 1083 indicating the proposed change prior to its implementation.

Where such a change would be material, substantial and significant; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance; and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees in the Unit.

Any agreement resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by the Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event that negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Consistent with Government Code 3504.5, nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

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

Section 5.

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

ARTICLE 16PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal laws, including the Americans with Disabilities Act, 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 laws or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 17 EMPLOYEE LISTS AND VACANCY NOTICESEmployee Lists

The County shall provide AFSCME Local 1083 President a list of employees in this Bargaining Unit no later than the 20th of each month. The list will include employee name, home address, phone number (if known), employee number, date of hire into the Bargaining Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date, job appointment date, and division. Such list shall include new hires and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Vacancy Notices

Vacancies shall be posted according to CSSD procedures. AFSCME will be informed regarding the method of access to the vacancy listing.

ARTICLE 18 IDENTIFICATION OF EMPLOYEES/EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME Local 1083, representatives may arrange to meet with new employees to the Unit on County time for the sole purpose of providing employees information regarding AFSCME Local 1083, Union membership.

AFSCME Local 1083 representatives shall be notified of and allowed to participate in new Supervising Child Support Specialist orientations within thirty (30) days of the employee's effective date of promotion.

Upon scheduling of the SCSS orientation, the Department will work with Local 1083 in order to identify and select subjects that CSSD will cover during the New SCSS Orientation. In order to identify and select the subjects, CSSD will employ the following procedure:

- a. CSSD will send the proposed agenda for the New SCSS Orientation to Local 1083 three (3) weeks prior to the scheduled New SCSS Orientation.
- b. If Local 1083 would like to propose any changes to the proposed agenda, it may request to meet with CSSD to discuss those changes no less than two (2) weeks prior to the scheduled New SCSS Orientation.
- c. If Local 1083 requests to meet with CSSD, CSSD will meet with Local 1083 to discuss the subjects Local 1083 would like to include in the New SCSS Orientation.

- d. CSSD will make a good faith effort to include in the New Employee Orientation the subjects identified by Local 1083, or explain why the subjects will not be included in the New SCSS Orientation; and
- e. CSSD possesses final authority over the New SCSS orientation, including the authority to set the agenda absent an agreement with Local 1083, and will make a good faith effort to set the agenda, including the subjects to be covered during the New SCSS Orientation at least one (1) week prior to the New SCSS Orientation.

By mutual agreement, CSSD and Local 1083 may waive the timing considerations provided for in the procedure described above and establish alternative timing for the identification and selection of the subjects for the New SCSS orientation.

New SCSS Orientation subjects may include, but are not limited to, the following:

- a. Management and supervision of subordinate employees' time, including timesheets;
- b. Preparing and completing performance evaluations, including probationary reports;
- c. The return-to-work process, including, but not limited to, protected leaves and the interactive process;
- d. Filing workers' compensation claims and reports;
- e. Involvement in contractual grievances; and
- f. County Equity Oversight Panel Process.

Each new SCSS Orientation will be two (2) days in length, unless CSSD and Local 1083 mutually agree to a new employee orientation of a different length.

The New SCSS Orientation will be exclusively for SCSS employees. No other CSSD employees will be invited to participate.

The New SCSS Orientation will supplement, not supplant, the training provided to all supervisory employees in the Department.

Local 1083 will be permitted to have one (1) representative from Local 1083 attend the New SCSS Orientation.

ARTICLE 19CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive 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 20 STRIKES AND LOCKOUTS

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

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

ARTICLE 21 PERSONNEL FILES

An employee, or their 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.

The Department will send a message through HR eCommunications to all employees directing them to existing trainings covering the ePersonnel system within three months of adoption of the 2025-2028 successor Memorandum of Understanding.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or Departmental Management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their refusal on the copy to be filed along with the supervisor's signature, and the signatory of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted.

Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

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

Upon reviewing their personnel file, an employee may request and have any written warnings or reprimand(s) issued more than one (1) year prior to the date of the request removed from their personnel file except as such may be a part of an official permanent record.

A. Investigations

If the Department initiates an investigation against an employee, the Department will inform them in advance of their initial investigative interview by way of Notice of Investigation (NOI). The NOI shall include the nature of any charge being investigated. If during the course of a Departmental investigative interview, an identified witness who is not the subject of an investigation becomes a potential subject of the current or a new investigation, the investigator shall immediately terminate the interview, notify the employee and the Union representative (if any) that the interviewer believes further investigation may involve discipline and will issue an updated NOI.

After the initial investigative interview, the employee may request a copy of the complaint filed against the employee.

Upon termination of the investigation, the employee will be informed as to whether the charges at issue in the investigation were substantiated by way of Letter of Determination. Employees may request duplicate copies of the letters listed in this article at any time. The employee may also request that the Department provide any non-privileged documents or written statements used by the Department in making its determination whether to substantiate the charges at issue in the investigation. For materials that implicate individual privacy rights or confidentiality concerns, the Department will confer with the Union regarding how best to accommodate the request. The Department will provide such information after the completion of the investigation, regardless of whether the charges against the employee were substantiated.

No non-related work material shall be introduced into the file.

Nothing in this subsection shall be construed as a waiver by the Union to access to information or documents that would otherwise be available under the MMBA or the County's Employee Relations Ordinance. The reference to these statutes and codes in this provision does not create an additional grievance or arbitration right for alleged violations thereof.

B. California Labor Code Section 1198.5

Nothing in this Article is intended to conflict with or waive the rights of any employee pursuant to California Labor Code Section 1198.5.

ARTICLE 22 LEAVES OF ABSENCESection 1. Medical Leave

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

Section 2. Educational Leave

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

Section 3. Pregnancy Leave

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

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents the employee from performing the duties of the employee's position as certified by the employee's primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which the employee is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1991 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA).

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

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

- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 5. Jury Duty and Witness Leave

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

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

Section 6. Bereavement Leave

The provisions of Los Angeles County Code Section 6.20.080 regarding Bereavement Leave shall apply to SCSSs.

ARTICLE 23 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of ten percent (10%) of base monthly pay (five percent (5%) of base monthly pay if paid twice a month) or one hundred dollars (\$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 (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than fifteen percent (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 fifteen percent (15%) per month of disposable earnings (as defined by State law), except, however, that a mutually agreed- upon acceleration provision may permit faster recovery.

ARTICLE 24 EMPLOYEE PARKING

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

The County shall provide the Traffic Mitigation Allowance of seventy dollars (\$70.00) per month to each eligible employee consistent with the Los Angeles County Ordinance Section 5.42.040. This Memorandum of Understanding provision is intended to mirror the requirements and benefits reflected in the above-mentioned code section. Changes to Section 5.42.040 will not require independent negotiations under this Memorandum of Understanding.

ARTICLE 25 HEALTH AND SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment that promotes health and safety. Employees are responsible for performing each work assignment in the safest manner possible. The success of the CSSD Safety Program depends upon compliance with safety regulations. Failure to adhere to any policies and procedures enumerated in any of Health and Safety sections or the CSSD Safety Program may be subject to discipline.

AFSCME Local 1083 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 their AFSCME Steward to the local facility safety officer or the Departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the AFSCME Local 1083 Steward may meet with the safety officer who will respond in writing.

If the Steward does not receive a response from the safety officer within a reasonable time, the Steward may reach out to the CSSD Risk Management to engage in further collaboration with the safety officers. In urgent matters, CSSD will make every effort to expedite such matters for swift resolution.

If the AFSCME Local 1083 Steward is not satisfied with the response of the safety officer, an AFSCME Local 1083 business agent may request a meeting between Management and the Union.

Section 2. First Aid Kits

The Departmental safety officer or appropriate representative will maintain first aid kits at all work facilities.

Section 3. Safety Procedures

- A. Safety standards shall be developed and consulted at the time that leases are reviewed for CSSD worksites.
- B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.
- C. An annual earthquake and an annual evacuation drill shall be conducted at all CSSD facilities for all worksite staff. AFSCME Local 1083 shall be notified within thirty (30) days after the execution of the drills.

- D. Management will install and maintain panic buzzers in interview rooms at CSSD facilities.
- E. SCSSs will be informed of threats as necessary and appropriate.
- F. SCSSs will upon assignment to a new work location be provided in writing with emergency evacuation procedures within five (5) days of their arrival to the new work location.
- G. Security guards shall be provided with the authority to restrain, detain and remove individuals at Public Contact CSSD facilities.

ARTICLE 26JOINT LABOR MANAGEMENT COMMITTEE

Upon adoption of a Memorandum of Understanding by the Board of Supervisors, the parties agree to establish a Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance.

The Union may select up to ten (10) members of the bargaining unit as representatives to the Committee.

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

ARTICLE 27 SALARIES

Ratification Payments

\$5,000 effective upon ratification of the contract

\$2,000 effective 10/1/26

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the Unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective 10/1/26

5.0% COLA effective 10/1/27

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

Joint Labor Management Financial Committee (JLMFC) – CCU Member Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the board of supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided on and prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor), collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to

support the JLMFC. The Union's team shall include only two representatives from each participating union, the CCU Chairperson, CCU staff and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1.

The parties jointly agree to recommend to the Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit 725 effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1616	SUPVG CHILD SUPPORT SPECIALIST	CURRENT	NMO	99L	6290.64	8476.36
		10/01/2026	NMO	100H	6416.09	8645.91
		10/01/2027	NMO	102F	6740.18	9083.27

Section 2.

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

Section 3. Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) 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 their Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

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

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service 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 AFSCME Local 1083 may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4. Classification and Compensation Study

The Department and the County agree to initiate and conduct a classification and compensation study of the SCSS position. The study will commence no later than July 31, 2023. The employer will consult with the Union during the study and share the results and any findings with the Union.

ARTICLE 28 LEGAL REPRESENTATION

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

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

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

ARTICLE 29 EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that during the term of this agreement permanent employees in the Bargaining Unit in the job classification of Supervising Child Support Specialist, shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage
- Bilingual Bonus

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit; class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred to the classification of Supervising Child Support Specialists, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is intent of the parties that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the

County meeting and consulting with the AFSCME Local 1083 prior to implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings Plan for non-represented employees, including contributions, plan design, and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees.

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 7).

ARTICLE 30 OUT-OF-CLASS ASSIGNMENTSSection 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 (2) 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 five percent (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 twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

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

pay the employee the bonus 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.

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

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
- C. It is agreed that the provisions of this Article will be applied within Departments and districts within the County and is not intended to apply across Departmental organizational units.
- D. Upon the employee's written request, a written confirmation of their out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this Memorandum of Understanding.

ARTICLE 31 BULLETIN BOARDS

Management agrees to furnish a dedicated bulletin board space to AFSCME Local 1083 the size and location to be jointly determined by Departmental Management and the AFSCME Local 1083. The boards shall be used only for posting the following information:

1. Union recreational, social, and related news bulletins;
2. Union meetings;
3. Information concerning Union elections and their results;
4. Information concerning insurance and any other benefits offered to members by the Union;
5. Reports of official business of the Union, including reports of committees or the Board of Directors; and
6. Any other written material which has first been approved by the Department, which approval shall not be unreasonably denied. Bulletins requiring Departmental approval shall be submitted by the Union to the Department's Human Resource Manager or their designate. The manager or designate shall approve or deny posting within three (3) business days.

ARTICLE 32 WORK SCHEDULESSection 1. Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. A typical work week is Monday through Friday for this Unit. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by the Los Angeles County Code.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3) employee's work schedules shall not be changed without written notice to the employees at least ten (10) working days before the change is to be implemented.

SCSSs on a 4/40 or 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their Regular Day off (RDO) or short day.

SCSSs are not required to claim leave time for absences less than full shift; however prior approval, which shall not be unreasonably denied, is required for absences during assigned work hours.

Time off requests by SCSSs submitted less than sixty (60) days in advance of the requested leave date shall be approved (or denied) within ten (10) business days. When the requested leave date is within ten (10) business days, the approval (or denial) shall be made as soon as possible.

Managers who receive time off requests more than sixty (60) days in advance of the requested leave date will promptly work with the requestor to determine an appropriate response time and provide a reason why they cannot approve (or deny) the request. It is understood by the parties that requestors are not required to provide justification or details about the leave.

SCSSs who arrive late or have a need to leave early will use the e-form to make such requests. SCSSs will record "0" hours requested time off, and, in the Notes section, make a notation of their arrival or departure time. No other information will be required.

Employees in this Unit shall not be required to sign in at the beginning of their shift or sign out at the end of their shift in writing or electronically. This applies to all employees in the Unit, including those on alternate work schedules.

Section 3. Emergencies

Nothing herein shall limit the authority of the Department Head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 4. Alternate Work Schedule

The 4/40 and 9/80 program are a benefit offered by the Department. Participation in the program is a privilege, not a right. Individual employee participation is subject to the needs of the Department and is at the discretion of Management. Employees participating in the 4/40 or 9/80 Program shall be subject to the Department's Work Schedules agreement within the CSSD attendance policy.

Employees in this Unit may request to participate in a 4/40 or 9/80 work schedule. If denied, Management will respond to the employee's request within fifteen (15) calendar days with an explanation of the denial.

Section 5. Telework

Teleworking is an option that Management may choose to make available to qualified employees when a mutually beneficial situation exists. It is not a universal employee benefit. Employees participating in the telework program shall be subject to the Department's Telecommuting policy.

Employees of this Unit will be deemed equitably eligible to participate in the telework program as Management determines that they can effectively telework because of their skills, work assignment, experience, prior performance, or the needs of the Department. An employee being on promotional probationary status will not, by itself, bar the employee from telework eligibility. Management will respond to employees' requests to telework within fifteen (15) calendar days and if denied Management will provide an explanation of the denial.

Employees of this Unit will not be required to sign in and out electronically for meal breaks when they are teleworking, however they will be required to sign in at the beginning of their workday and sign out at the end of the workday.

While employees holding the title of SCSS will continue to sign in at the beginning and end of their workdays, consistent with County Code and the Interpretative Manual, the County acknowledges that employees in this bargaining unit are “exempt, salary basis” employees under the FLSA and County Code and their timekeeping and compensation will be determined by the policies written for such employees.

Management will make reasonable efforts to provide employees with a ten (10) day notice when terminating an employee’s telework arrangement. Management retains the right to terminate or modify telework arrangements without prior notice, in emergency situations or when necessary, including but not limited to safety, operational or performance-related concerns.

This Memorandum of Understanding provision is not intended to conflict with any guidelines or rules for teleworking laid out by any countywide policies regarding telework. Should the Department need to adjust anything contained herein based on Countywide policy, the Union shall be notified and offered an opportunity to consult regarding the change.

ARTICLE 33 ALTERNATIVES TO LAYOFFSSection 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this Memorandum of Understanding 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 of 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 CEO to reduce or discontinue Departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

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

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

Section 3. Enhanced Voluntary Time-Off

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

Section 4. 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 34 EMPLOYEE ORGANIZATION LEAVE

AFSCME Local 1083 may not have more than one (1) employee in the Unit on leave of absence to accept employment with the Union. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Union business as it is related to County functions.

AFSCME Local 1083 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind. The employee shall however remain on the County payroll and the Union will reimburse for the cost of pay and benefits.

ARTICLE 35 AFSCME REPRESENTATION AND WORK ACCESSSection 1. AFSCME Representative

Authorized AFSCME Local 1083 representatives may be given access to work locations during business hours for the purpose of investigating and processing grievances, observing working conditions, posting bulletin boards, and meeting with employees while they are taking a break from their work duties. AFSCME Local 1083 agrees that its representatives will not interfere with operations of a Department of any facility thereof.

Section 2. Work Access

An AFSCME Local 1083 representative desiring access to a work location hereunder shall state the purpose of their visit and request the Department Head's or their designee's authorization within a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.

AFSCME Local 1083 shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles, a written list of all of its authorized representatives, which list shall be kept current by AFSCME Local 1083. Access to work locations will only be granted to representatives on the current list.

Section 3. Use of County Facilities

The Union may use County facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available and to the extent that the use of a facility will not interfere with Departmental operations.

Section 4. New Employee Union Introduction (NEUI)

The Department shall provide the following information to the Union for each employee appointed to the SCSS classification within thirty (30) days of appointment:

Name;

Work location;

Work, home, and personal cellular telephone number(s) on file;

Personal email address on file; and

Home address.

Within sixty (60) days of an employee's appointment to the SCSS classification, the Department shall afford the Union President, or their designee the opportunity to meet with each newly appointed employee privately, for no more than sixty (60) minutes, in order for the Union to communicate with new SCSSs. This meeting shall occur on County time in a place and manner so as to minimally disrupt the workflow.

The NEUI is considered a separate orientation from the New SCSS Orientation provided in Article 18, however the time allotted for the NEUI may occur in conjunction with the New SCSS Orientation for efficiency purposes.

ARTICLE 36 SPECIAL PAY PRACTICESSection 1. Call-Back

Whenever an employee is unexpectedly ordered by their Department Head or designated Management representative to return to work following the termination of their normal work shift or normal workweek and departure from their work location, the employee shall receive a minimum payment of four (4) 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 (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half 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 their 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. Assignment of Additional Responsibilities

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned on a non-permanent basis for more than thirty (30)

calendar days and approved by the Department Head or designated Management representative. The additional compensation provided by this article shall also be approved by the Chief Executive Office (CEO).

To qualify for this additional compensation, a full-time, permanent employee, must either perform the significant duties of a higher-level class for a majority of time or be assigned on a full time basis, a special project or assignment by their Department Head or designated Management representative. This special project or assignment must have a specific starting and ending date, or a specific time frame for completion, and must require the performance of additional higher-level duties and carries additional higher-level responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for the additional compensation.

An employee, or the Union on behalf of the employee, must make a written request to the employee's Departmental Management for the additional responsibilities bonus. If the Department supports the request for the bonus, within ten (10) business days, the Department shall notify the employee or the Union in writing of its support for the bonus pursuant to this article, and that the request has been forwarded to the CEO for evaluation and approval of the bonus. If the Department does not support the request for a bonus, within ten (10) business days, the Department shall notify the employee or Union in writing of the denial of the request for the additional responsibilities bonus.

This additional compensation shall begin on the first day the employee requests the additional responsibilities bonus provided the Department and the CEO approve the request. There shall be no retroactivity for payment of the additional compensation prior to the date of the Union's or employee's written request. The bonus shall end either when the additional responsibilities are no longer performed, or on June 30 of each year.

All Additional Responsibilities Bonuses made pursuant to this Article shall expire on June 30 of each year, and the bonus shall end unless the Department requests an extension and the CEO approves the continuation of the bonus into the next fiscal year. Management shall notify the employee of the termination of any assignment for which they qualify for the additional responsibilities bonus.

Section 3 Education Payment

Unit Members with higher education degrees shall receive a one-time payment per the following:

Unit members who possess a Bachelors degree from an accredited college shall be entitled to a \$1000 payment. Unit members who possess a Masters degree from an accredited graduate program shall be entitled to a \$1500 payment.

Each Unit member is entitled to one such payment (for example, an employee who possesses two Bachelors degrees cannot receive more than one \$1000 payment; similarly, a Unit member who possesses both a Bachelors and a Masters degree will only receive a \$1500 payment).

This payment will be made available following the submission of this payment concept to LACERA for a pension ability review and the completion of such review. In order to receive the bonus, Bargaining Unit members must submit official transcripts from their accredited institutions to the Department.

ARTICLE 37 COMPENSATORY TIME

SCSSs are exempt employees and thus are not eligible to receive additional compensation for hours worked in excess of forty (40) in the workweek. The only exception is when a full additional shift or regular day off (RDO) for a 4/40 or 9/80 participant is authorized and worked. There is a maximum accrual of twenty (20) full days or 160 hours of such compensatory time on a straight time basis at any given time.

SCSSs shall accrue compensatory overtime, according to the "Full/Day CTO Method", only when a substantial full shift (five (5) hours or more) of work has been performed beyond the regularly scheduled workday. The accumulated overtime can only be taken in 8-hour increments.

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

SCSSs on a 4/40 or 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their Regular Day Off (RDO) or short day.

SCSSs are not required to claim leave time for absences of less than a full shift; however, prior approval, which shall not be unreasonably denied, is required for absences during assigned working hours.

ARTICLE 38 PROFESSIONAL DEVELOPMENT AND TRAINING

Management and AFSCME Local 1083 recognize the importance of training and career development for employees within this Unit.

Section 1. Technological Change

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

Section 2. Training Opportunities

An employee in this Unit may request to participate in educational programs, symposiums, seminars, conferences and meetings that would lead to an increase in skills, knowledge, and understanding of the employee's current job assignment. Employee training requests on County time to attend such programs shall be subject to Management approval; however, all employees shall have equal access to training opportunities.

Section 3. Training Upon Transfer

When an employee in this Unit is transferred to a new assignment within the Department, the employee will be offered training on the new assignment.

During the term of this Memorandum of Understanding, the parties agree to meet to collaboratively develop a training curriculum for the various Divisions and specialized units that make up the Department. The goal shall be to create a standardized program for the Training Department and/or Program Managers and Division Administrators to use to train bargaining unit members who are new to that Unit.

Section 4. In-Service Cross Training

In-Service Cross-training will be provided as necessary based on the business needs of the Department.

ARTICLE 39 TRANSFERSSection 1. Acknowledgement

This Article shall not prohibit Management from assigning, transferring or promoting employees according to business needs and Civil Service Rules.

Section 2. Voluntary Transfers

Voluntary transfers shall be granted in accordance with the Department's Personnel Policy on Transfers. When vacancies occur the CSSD Transfer List will be reviewed prior to filling vacancies. AFSCME Local 1083's President shall be supplied a current copy of the transfer list via email within three (3) days of their request and receive notice of all transfers concurrent with notice to Senior Management.

The Department shall amend its Transfer Policy to allow for only one voluntary transfer choice of SCSSs.

Section 3. Involuntary Transfers

Management shall provide employees with a ten (10) day notice prior to the effective date of any involuntary transfer except in case of an emergency.

If employees are involuntarily transferred to a location that is not their first choice, they will remain on the voluntary transfer list. There shall be no waiting period for an employee that is involuntarily transferred to submit a voluntary transfer request.

Section 4. Emergencies

Nothing herein shall limit the authority of the Department Head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 5. Hardship Transfers

Employees who demonstrate a hardship situation will be allowed to submit their petitions by attaching their hardship information to the transfer request. Hardship transfers will be reviewed by the Human Resources Division to determine the urgency of the request, if any, and the employees will be notified once a decision is made, however, SCSS/CSSD transfer list will not be bypassed solely on the basis of a hardship transfer request; barring an ADA or FMLA required accommodation.

Section 6. Effect on Alternate Work Schedules

When an employee with an Alternate Work Schedule transfers, every effort will be made to allow the employee to keep their existing Regular Day Off (RDO). However, participation in – and scheduling of – an Alternate Work Schedule remains at the discretion of the Department pursuant to Article 32 Section 4 of this Memorandum of Understanding.

ARTICLE 40 AFSCME LOCAL 1083 STEWARDS AND OFFICERSSection 1.

It is agreed and understood by the parties of this Memorandum of Understanding that there shall be a reasonable number of AFSCME stewards per CSSD facility for this Unit. Only an employee who has passed their initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as a steward.

Section 2.

AFSCME Local 1083 shall give to Management a written list of the names of employees selected as stewards/officers, which list shall be kept current by the Union.

Section 3.

AFSCME Local 1083 agrees, whenever investigation or processing of formal grievances and/or disciplinary actions initiated by the Department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Stewards/Officers, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform them of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the steward/officer will be informed when time will be made available.

Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays after the time of the steward/officer's request, unless otherwise mutually agreed to.

Prior to entering other work locations, the steward/officer shall inform the cognizant supervisor of the nature of their business. Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward/officer will be informed when the employee will be made available.

Section 4.

Management agrees a steward/officer will not be discriminated against.

Section 5.

The Union President (or their designee) shall be afforded reasonable time off without loss of pay to perform the responsibilities of their position.

In the event that the Union President chooses to designate another official for a specific task (e.g., a grievance hearing), the Union President or AFSCME Business Representative will notify the County of the designee and the expected time needed for completion of the task.

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

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES COUNCIL 36
LOCAL 1083
AUTHORIZED REPRESENTATIVES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 

MELISSA MARTINEZ
President
AFSCME Local 1083

By Joseph M.
Nicchitta

 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:55:58 -07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

By 

TRIS CARPENTER
Consultant
AFSCME Local 1083

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
CHILD SUPPORT ATTORNEYS

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 29th day of
September 2026,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY CHILD SUPPORT
ATTORNEYS ASSOCIATION (hereinafter
referred to as "Association," "Union," or "CSAA")

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ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Los Angeles County Child Support Attorneys Association (herein after “Association,” “Union,” or “CSAA”) was certified on October 24, 2022 by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 802 (Child Support Attorneys I, II, III, and IV) previously found to be an appropriate unit by the Employee Relations Commission. Management hereby recognizes CSAA as the certified exclusive bargaining representative of the employees in said Unit. The term “employee” or “employees” as used herein shall refer only to employees employed by the County in said Unit.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the 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 of Understanding which do not require specific approval by the Board of Supervisors.

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

ARTICLE 4 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or their duly authorized representative (Address: 500 West Temple Street, Room 782, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. CSAA's principal authorized agent shall be its Consultant (Address: c/o California Labor Strategies, 5482 Wilshire Boulevard, Suite #250, Los Angeles, CA 90036)

ARTICLE 5 OBLIGATION TO SUPPORT

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

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of CSAA and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, gender identity, gender expression, marital status, age, national origin, ethnicity, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 pm on September 30, 2028.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1, 2028, through May 31, 2028, 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 thirty (30) days after such receipt or June 1, 2028, whichever is later. 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 September 30, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 9 GRIEVANCE PROCEDURESection 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(s) who may submit or be involved in a grievance.

Section 2. Definitions

1. The term “employee” or “employees” applies to the County of Los Angeles employees under this bargaining unit.

2. The term “grievance” is defined as an employee’s complaint regarding 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 their immediate supervisor.

A group grievance is a common complaint by a number of employees within the Department or a unit thereof.

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

Section 3. Responsibilities

1. The Union agrees to encourage an employee to discuss their complaint with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with them 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 their grievance to the proper agency or authority.

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

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of their written grievance, and to represent the employee in formal grievance meetings.

If the nature of the grievance may have impact on bar licensure, an employee may require additional representatives.

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent themselves from their duties to attend a grievance meeting. The employee representative shall give their supervisor reasonable advance notice to ensure that their absence will not unduly interfere with Departmental operations.
4. An employee may present their 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 their rights because of Management imposed limitations in scheduling meetings.
5. If an employee feels that because of the sensitive, expedited, or extraordinary nature of their complaint that it should be reviewed initially by the Director of Employee Relations, the employee may direct the grievance to that office with a written memorandum describing the need for departure from the standard procedure. The Director of Employee Relations will determine whether the grievance should be moved directly to Level 2 or Level 3 or should instead go through the full grievance process. If it is determined that the grievance should proceed through all Levels, it will be returned to the employee with a written explanation.

When an employee makes such a request, the grievance will be held in abeyance until the written response from the Director of Employee Relations is received.

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 the Union of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The Union representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Union representative elects to attend any formal grievance meeting, they must notify Departmental Management prior to such meeting. The Department may also designate a Management representative to be present at such meeting.

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

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee shall file a formal written grievance. Three (3) copies of the Departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from their Departmental Management. The employee shall submit two (2) copies to their immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance and the reasons therefor.

Level 2. Middle Management

- A. Within ten (10) business days from their receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of their Department.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from their receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or their designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative.

However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. A copy of the decision will be given to the Union representative.

- C. If the Department Head or their designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or their designated representative shall be final.

Section 8. Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or their 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 the Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

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

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

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event the Union desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint them pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five (5) names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

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

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

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

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

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

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

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Health and Safety
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- New Employee Orientation

ARTICLE 10 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both the Union and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or the Union may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, the Union, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent-setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11 GRIEVANCE REPRESENTATIVES

It is agreed by the parties to the Memorandum of Understanding that the Union may select a reasonable number of Union Grievance representatives for this Unit. Union shall provide a written list of the names of Grievance Representatives who have been selected as Union Grievance Representatives. This list shall be kept current by the Union.

Union Grievance Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. Union Grievance Representatives, when leaving their work locations to conduct such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the Union Grievance Representatives will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the Union Grievance Representatives' request unless otherwise mutually agreed to.

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

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the Union Grievance Representatives will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the Union Grievance Representatives' request, unless otherwise mutually agreed to.

The Union agrees that Union Grievance Representatives shall not log compensatory time or premium pay time for the time spent performing any function of a steward/Union representative.

ARTICLE 12 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Union 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 the Union has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Union may request, in writing, that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Union shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or their authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to the Union, in writing, setting forth Management's decision and reasons, therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 9 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 9 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 9 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 hereof.

ARTICLE 13 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 9, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by the Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
 - C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and the Union, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel, and 3) there will be no post-hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one (1) day.
 - 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 - 8. The arbitrator shall issue a “bench” decision at the conclusion of the parties’ testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent-setting.

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

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Health and Safety
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- New Employee Orientation

ARTICLE 14 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

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

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

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the thirty (30) day period commencing ninety (90) days before the expiration of the Memorandum of Understanding by notifying the Union of their termination of Union dues deduction not less than ten (10) business days and not more than twenty (20) business days before the end of any yearly period as defined by the date of execution of the individual employee's authorization.

Such notification shall be by certified mail or by email to ACSA.losangeles@yahoo.com and should be in the form of a letter containing the following information: Employee Name, Employee Number, Job Classification, Department Name, and Name of Union from which dues deductions are to be cancelled. The Union will provide to the County with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. List of New Employees/Separations

Upon payment of initial programming costs, as determined by Auditor-Controller, Management shall provide the Union with access to employee lists via internet on a monthly basis.

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

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

Section 4. Indemnification Clause

CSAA 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 15 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 service 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, effect work furloughs or any other alternatives 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 16 FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

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

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

Section 2.

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

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

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

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a Department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Child Support Attorneys.

Any agreement resulting from such negotiations shall be executed in writing by all parties hereto, and, if required, approved and implemented by the Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

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

Section 5.

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

ARTICLE 17 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal laws, including the Americans with Disabilities Act, 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 18 CONTRIBUTION TO PROFESSIONAL DUES

The County shall annually pay to the California State Bar the full amount of the basic membership fees for each person who holds the classification of Child Support Attorney I, Child Support Attorney II, Child Support Attorney III, or Child Support Attorney IV. This payment shall be limited to those persons who have accepted an offer of employment or are employed as Child Support Attorneys on or before February 1 of each calendar year for which the membership fee payment is required.

The County shall incur costs for the above referenced classes associated with the fingerprinting requirements instituted by the State Bar of California.

The Child Support Services Department shall establish and disseminate procedures to be followed by Child Support Attorneys for the payment of these membership fees and fingerprinting costs.

Child Support Attorneys requesting payment of their basic State Bar membership fees and fingerprinting costs shall follow the procedures set by the Department. Such payment shall be made in accordance with the County of Los Angeles Auditor-Controller procedures and deadlines.

ARTICLE 19 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, Management shall provide CSAA with a list of the names, home addresses, and home telephone numbers of all employees in the Unit. Additional lists may be provided at no less than three (3) month intervals when requested by CSAA at a reasonable cost determined by the Office of the County Auditor-Controller.

ARTICLE 20 EMPLOYEE RIGHTS IN THE EVENT OF 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 CSAA of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Executive Officer, the Labor Relations Office will arrange to meet with representatives of CSAA to advise them of this action within five (5) days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one Department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 21 STRIKES AND LOCKOUTS

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

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

ARTICLE 22 PERSONNEL FILE

An employee, or their certified representative with the written consent of the employee, under HR supervision, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that the employee was hired. The employee is to give two (2) days' notice to the Human Resources Division for the purpose of inspecting and photocopying any materials in the employee's personnel file to which the employee is entitled to have access. The employee may photocopy material to which the employee is entitled to have access from their personnel file without charge.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or Departmental Management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature to the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall follow existing Department practices.

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 personnel file.

If the employee does file a grievance within the designated time limits, said document shall not be placed in the personnel file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve a violation of a specific provision of this agreement.

Management agrees that no properly used and approved full paid sick leave used during the Performance Evaluation rating period will be referenced on such form. The same will not be referenced in an Appraisal of Promotability as appropriate.

The employee may request that any written Warning(s) or Reprimand(s) more than one (1) year old shall be removed from the personnel file.

ARTICLE 23 LEAVES OF ABSENCESection 1. Medical Leave

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

Section 2. Educational Leave

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

Section 3. Pregnancy Leave

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

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents them from performing the duties of their position as certified by their primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which they are otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Unpaid Employee Organization Leave

CSAA requests for employee organizational leave for at least thirty (30) calendar days or more shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. CSAA may not have more than three (3) employees in the Bargaining Unit on leave of absence to accept employment with CSAA. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct CSAA business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1991 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA).

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

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

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

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

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

Section 7. Bereavement Leave

The provisions of Los Angeles County Code section 6.02.080(A) regarding Bereavement Leave shall apply to employees in Bargaining Unit 802.

Section 8. Military Leave

The provisions of Los Angeles County Code Section 6.20.080(C) and applicable law shall apply to employees in Bargaining Unit 802.

ARTICLE 24 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

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

Program Requirements:

The EVTO program includes the following elements and requirements:

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

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

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

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the Departments in determining projected savings.
- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify their EVTO pledge. However, a change or modification in scheduling days off must be approved by Department Management.
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.
- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.
 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and CSAA in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

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

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

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

ARTICLE 25 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of ten percent (10%) of base monthly pay (five percent (5%) of base monthly pay if paid twice a month) or one hundred dollars (\$100), whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the Department Head or their designee within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the Department Head or their designee.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the Department Head or their designee under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 26 EMPLOYEE PARKING

Section 1. Safe and Adequate Parking

County Management will continue to make reasonable efforts to provide adequate free and safe parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location, unless otherwise required by AQMD regulations or law.

ARTICLE 27 UNION RIGHTSSection 1. CSAA Rights

It is understood and agreed that CSAA has the right to:

- A. Represent its members before the Board of Supervisors and Management representatives regarding wages, hours, and other terms and conditions of employment.
- B. Receive timely written notice of any ordinance, rule, resolution, or regulation directly relating to wages, hours, and other terms and conditions of employment.
- C. Inspect an employee's personnel file at a reasonable time, upon request, during normal business hours, with the exception of all material obtained from other employers and agencies at the time the employee was hired, provided an authorized CSAA representative has the employee's written consent.
- D. Use County facilities for membership meetings, (excluding meetings for the advancement of activities which have a negative impact on County operations), and conferences upon reasonable advance notice to the appropriate County official, subject to availability of such facilities.

Section 2. Bulletin Boards

Management agrees to provide at least one (1) bulletin board for the exclusive use of the CSAA in each area or facility employing more than ten (10) employees. CSAA shall have the right to use such bulletin board to post information or material concerning the following subjects:

- A. CSAA recreational, social and related news bulletins;
- B. Scheduled CSAA meetings;
- C. Information concerning CSAA elections or the results thereof;
- D. Reports of official business of CSAA including reports of committees or the Board of Directors.

Prior to posting any of the above materials on such bulletin board, such materials shall be initialed by an authorized representative of CSAA and of the Child Support Service Department ("CSSD") authorized representative. All other material which CSAA desires to post shall first be approved by the CSSD Director (Administration) or designee.

Section 3. Work Access For Representation Purpose

The parties agree that authorized CSAA representatives will be given access to work locations during working hours to conduct business relating solely to the provisions of this Memorandum of Understanding. Access shall be guided by the following limitations:

1. CSAA shall furnish a list of representatives to the Department Head or their designated representative. CSAA will immediately notify the Department of any change in its representatives.

2. A representative desiring access to a work location must state the purpose and request approval from the Department Head or their representative within a reasonable amount of time prior to an intended visit.
3. CSAA agrees that its representatives will not interfere with the operation of the Department or any of its facilities.
4. Access will be granted to an authorized CSAA representative if, in the opinion of the Department Head or their representative, such access will not interfere with operations or adversely affect security.
5. If a requested visit is denied, an alternate time will be mutually agreed upon.
6. An employee designated as an authorized CSAA representative must obtain permission from their immediate supervisor to engage, during duty hours, in business relating to this Memorandum of Understanding. Permission to leave will be granted promptly unless such absence would interfere with efficient operations. If permission is denied, an alternate time will be designated.

Section 4. Intra-County Communications

It is agreed that during the term of this agreement CSAA may maintain a mailbox at the CSSD offices at Stanley Mosk Courthouse (SMC). In the event that CSSD moves from its current location at SMC, the mailbox shall be moved to a Departmental designated Title IV-D courthouse. The specific location and type of mailbox used within the courthouse shall be subject to mutual agreement between Management and the Association.

Section 5. CSAA/Management Meetings

Management agrees to consult with CSAA in conformity with Section 5 and Section 6(a) of the Employee Relations Ordinance.

Section 6. New Employee Orientation

CSAA representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding CSAA Union membership. At such meetings, CSAA shall be afforded the opportunity to distribute documents to the employees explaining both their rights under the Employee Relations Ordinance and the status of CSAA as the certified majority representative for Child Support Attorneys, as well as material related to the services and employee benefits programs offered by CSAA.

Section 7.

Nothing contained in this Memorandum of Understanding shall be construed as a waiver by CSAA of its rights under Section 6 of the Employee Relations Ordinance, except for those matters specifically set forth in this Memorandum of Understanding.

Section 8. Work Release for Negotiations

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding. As such, up to seven (7) members of Unit 802 will be excused from their regular assignment upon request of the union for the purpose of attending and/or participating in negotiation sessions or union caucuses.

Section 9: Work Release for Union Officials

The Union President (or their designees) shall be afforded reasonable time off without loss of pay to perform the responsibilities of their position.

In the event that, the Union President chooses to designate another official for a specific task (e.g., a grievance hearing), the Union President or CSAA Business Representative will notify the County of the designee and the expected time needed for completion of the task.

ARTICLE 28 HEALTH AND SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. CSAA will cooperate by encouraging all employees to perform their work in a safe and healthful manner. Employees are encouraged in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days.

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

If the employee or the employee's representative is not satisfied with the response of the safety officer, CSAA may consult with the County Risk Manager of the Chief Executive Office's Risk Management Branch or their designate. A representative of such branch shall respond to the Department Head and CSAA within ten (10) days.

Section 2. First Aid Kits

The Departmental safety officer or appropriate representative will make every reasonable effort to update and to maintain complete, well-stocked first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3.

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

Section 4.

The parties agree to recommend to the Los Angeles County Labor-Management Advisory Committee on Productivity Enhancement that the committee place employee safety and security on its agenda as an item for consideration.

Section 5. Office Ergonomics

The parties acknowledge that grievances resulting from disputes regarding the Office Ergonomics guidelines appended hereto shall be subject to the provision of the Safety and Health Article of the applicable Memorandum of Understanding (see attached ERGO Guidelines).

ARTICLE 29 JOINT LABOR MANAGEMENT COMMITTEESection 1.

The parties agree to establish a Joint Labor Management Committee in the Child Support Services Department to meet regarding employee relations matters in accordance with Employee Relations Ordinance 5.04.090.

- (a) The purpose of the Joint Labor Management Committee is for the Office of the Child Support Services Department and CSAA to establish a forum for Labor and Management to regularly meet and jointly discuss issues of concern to Child Support Attorneys in this Unit.

Section 2.

The Joint Labor Management Committee shall consist of six (6) representatives designated by CSAA. The Department Head shall designate up to six (6) Management representatives to be on the committee. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend Joint Labor Management Committee meetings, schedule permitting. Requests for CEO attendance will not be unreasonably denied and are subject to the normal scheduling considerations.

Section 3.

The Joint Labor Management Committee shall meet up to six (6) times annually, upon written request of either party, or more frequently by mutual agreement, during working hours, on County paid-time, to discuss issues which include, but are not limited to, training, promotional process/opportunities, attendance at seminars, working conditions, and/or other Departmental operational matters.

Section 4.

The Committee shall develop its internal procedures, including scheduling meeting agenda, dates, times, and locations.

The Committee may also make advisory recommendations to the CSSD Director, or their designated representative, for consideration.

ARTICLE 30 SALARIES

Ratification Payments

\$5,000 effective upon ratification of the contract

\$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the Memorandum of Understanding, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the Unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the Memorandum of Understanding.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit^[1], the Board of Supervisors may

[1] A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify Child Support Attorneys Association (“CSAA”) of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

Quarterly Budget Information

On a quarterly basis in calendar years 2026 and 2027, the County shall provide CSAA with information about the County's fiscal position. These quarterly updates will include forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the County will provide the Annual Comprehensive Financial Report (ACFR) when it is issued by the independent auditor. The intent of this information sharing is to keep CSAA informed as to the status of the County's fiscal health and provide advanced notice of any challenges the County is facing and explain any mitigation measures it is taking to address them.

Communication and Feedback

Following the distribution of the quarterly summary, CSAA may submit written questions, comments, or feedback. The County agrees to review and consider any feedback provided by CSAA under the terms of this provision. Upon mutual agreement between the Union and the County, the parties shall meet to discuss the information provided. Nothing in this provision shall require the County to adopt or implement any recommendations received from CSAA.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 1. Recommended Salary Adjustments

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

The parties jointly agree to recommend to the Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit 802 effective on the dates indicated:

Cost of Living Adjustments (COLAS)

Approximately 2.0% (8 levels) effective October 1, 2026

Approximately 5.0% (20 levels) effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9284	ATTORNEY I,CHILD SUPPORT SERVS	CURRENT	N34MO	101H	6592.27	8883.73
		10/01/2026	N34MO	102E	6723.55	9060.82
		10/01/2027	N34MO	104C	7063.09	9518.27
9285	ATTORNEY II,CHILD SUPPORT SERVS	CURRENT	NMXO	113A	8971.00	13475.00
		10/01/2026	NMXO	113J	9150.64	13744.82
		10/01/2027	NMXO	115G	9612.82	14440.27
9286	ATTORNEY III,CHILD SUPPORT SERVS	CURRENT	NMWO	122A	11451.00	16293.00
		10/01/2026	NMWO	122J	11680.09	16618.82
		10/01/2027	NMWO	124G	12270.09	17459.00
9287	ATTORNEY IV,CHILD SUPPORT SERVS	CURRENT	NMXO	126C	12826.82	19267.82
		10/01/2026	NMXO	126L	13082.09	19651.09
		10/01/2027	NMXO	128J	13744.82	20646.09

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) 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 their Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
- (i) Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days

after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their step anniversary date.

(ii) Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to their step advance anniversary date.

(iii) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service 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 CSAA may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

Employees in this bargaining unit shall be exempt salaried consistent with the provisions of Chapter 6.09 of the Los Angeles County Code.

ARTICLE 31 LEGAL REPRESENTATION

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

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

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

ARTICLE 32 EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that, during the term of this agreement, permanent employees in Bargaining Unit 802 in the job classification of Child Support Attorney I, II, III, and IV, shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit, class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred to the classification of Child Support Attorney I, II, III or IV, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is intent of the parties that the exclusive Management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current or future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with CSAA prior to implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings Plan for non-represented employees, including contributions, plan design, and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees.

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 8).

Section 6.

Permanent employees in this Unit will be eligible to participate in the Retiree Medical Trust as sponsored by the Coalition of County Unions.

ARTICLE 33 TRANSFER

Transfers may occur due to the business needs of the Department as permitted by the County Civil Service Rules. As such, the Management may assign, transfer, or promote bargaining unit members as needed for the operational needs of the Department.

For the purpose of this Article, the following definitions will apply:

A “voluntary transfer” is a transfer initiated by the employee.

An “involuntary transfer” is a transfer initiated by Management.

I. VOLUNTARY TRANSFERS

The Department shall maintain a Transfer List which will be compiled pursuant to voluntary transfer requests as submitted electronically by attorneys through CSSD intranet.

Provided that the skills required for the vacancy will be met and any hardship requests are considered, the vacancy shall be filled by the person who has been on the transfer list longest.

II. INVOLUNTARY TRANSFERS

- A. Management shall ensure that involuntary transfers are commensurate with the Attorney grade (i.e., attorney grade 2 to attorney grade 2). Additionally, Management shall consider the seniority, training, experience, hardships, specialized skills and operational needs prior to transfer.

- B. Upon considering an involuntary transfer, Management shall make every effort to solicit volunteers prior to making involuntary transfers. If no bargaining unit members voluntarily accept the transfer assignment, Management shall use the criteria listed in Section IIA of this Article in order to identify employees to be involuntarily transferred. Employees will receive a written notice ten (10) business days prior to the effective date of any involuntary transfer except in case of a County-defined emergency.

If an employee has a voluntary transfer request on file and the employee is involuntarily transferred to a location that is neither their first or second choice, the employee will remain on the voluntary transfer list. There shall be no waiting period for an employee that is involuntarily transferred to submit a voluntary transfer request.

ARTICLE 34 OVERTIME/COMPENSATORY TIME

Child Support Attorneys are salary exempt employees and will not, in general, accrue overtime on a regular basis. However, the Department recognizes that certain circumstances do require extra work and that compensatory time off shall be given when significant extra time is needed to meet the requirements of the job and/or the mission of the Department.

Circumstances that may warrant compensatory time include, but are not limited to:

- 1) Working on scheduled days off as established by the RDO (9-80 work week or 4-40 work week) program, weekends, or after hours.
- 2) Out of county travel at the request of or approved by CSSD.
- 3) Acting as an approved representative of CSSD at meetings, conferences, trainings or community events.
- 4) Attendance of Mandatory Continuing Legal Education seminars, workshops or classes for purposes of maintaining proper credentials for the purpose of practicing law and representing CSSD or to obtain outside training in the area of Family Law, Criminal Law, or Child Support specific areas of the law including judgment enforcement and parentage establishment that directly relate to the Attorney's duties with CSSD.

Overtime which results in Compensatory time must be authorized in advance and is subject to the supervising attorney of the child support attorney seeking the compensatory time approval as to appropriateness.

Attorneys shall accrue compensatory overtime, according to Departmental and County policies. The examples listed above should only be accrued as compensatory time if such activities cause the employee to exceed their regularly scheduled work hours.

Accrual and carryover of compensatory time shall be in accordance with County Code Section 6.09.050 and related guidelines issued by the Chief Executive Officer.

ARTICLE 35 STATEMENT OF GOVERNING LAW

It is the mission and objective of the Child Support Attorneys to preserve the integrity of their role in the legal process of establishing and enforcing child support orders and also to ensure that, as attorneys, they can continue to uphold their legal and ethical responsibilities to the Department, the children and families of Los Angeles County, and their profession.

The Department is committed to supporting the Child Support Attorneys in the performance of their legal and ethical responsibilities including the adherence to the legal requirements mandated by the California legislature and the federal government.

The parties mutually recognize and agree fully that the employees covered herein are attorneys and employees of the County of the Los Angeles County Child Support Services Department, a local child support agency authorized under Title IV-D of the federal Social Security Act and mandated by state law (Family Code §§ 17200 et seq).

ARTICLE 36 SUPERVISION

The Department is committed to delivering work of the highest standards while maintaining employee integrity. In doing so:

- In no event shall a non-attorney, or any licensed attorney who does not hold a higher attorney item in the Department, direct or control the professional judgment of a Child Support Attorney.
- In no event shall a non-attorney, or any licensed attorney who does not hold a higher attorney item in the Department, direct a Child Support Attorney in the practice of law.
- In no event shall a non-attorney, or any licensed attorney who does not hold a higher attorney item in the Department, evaluate the legal acumen of a Child Support Attorney or prepare any portion of a Performance Evaluation or an Appraisal of Promotability of a Child Support Attorney related to legal acumen.

The above provisions relate to direct supervision of attorneys within the bargaining unit. This Article shall not diminish the authority of the Department Head and other executive positions who may not hold attorney positions within the Department.

ARTICLE 37 WORK CONDITIONS

It is the duty of the Department to ensure that each Child Support Attorney is provided with work conditions, resources, and equipment conducive for the employee to conduct all aspects of their legal work. Management shall make every effort to ensure the bargaining unit members are provided the appropriate working environment necessary for the Child Support Attorney to conduct their legal work.

In furtherance of this provision, the Department shall provide and/or maintain dedicated office space for each Staff Attorney for their exclusive use.

No Attorney I, II, or III shall be a direct supervisor of a paralegal. The Department shall assign a designated attorney or provide sufficient attorney resources to adequately review and provide legal guidance to paralegals regarding legal issues.

ARTICLE 38 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

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

- B. The amount of the bonus shall be two (2) 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 five percent (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 twenty (20) consecutive working days, Management shall upon the employee's or union's written request for relief either:

Appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of the request for relief, no bonus under this Article is to be paid;

or

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

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

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

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

Section 3. Special Provisions

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

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of the training. Written confirmation of such assignment shall 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 their out-of- class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances under this Article may be filed under the expedited arbitration procedure set forth in this Memorandum of Understanding.

ARTICLE 39 PROFESSIONAL EDUCATIONAL EXPENSE AND
PROFESSIONAL DEVELOPMENT

Section 1. Professional Training

CSSD is mandated by law to establish and enforce parentage and support orders and its attorneys are required to maintain mandatory levels of educational training and professional development in order to practice law. The Department is committed to delivering the work of the highest quality and in a professional manner.

As resources allow, the Department shall make available to each attorney (Grades I to IV) the opportunity to attend professional conferences on County time (e.g.; the CSDA Attorney College in its entirety). In addition to the attorneys that present an MCLE at the conference, the following priority shall be given as follows:

- 1- To those attorneys who have not attended a conference in the last three (3) years, are within their current reporting MCLE compliance period and are deficient in MCLE credits.
- 2- To those attorneys within their current reporting MCLE compliance period who are deficient in MCLE credits.
- 3- To those attorneys who have not attended an Attorney conference within the last three (3) years and who are deficient in MCLE credits.
- 4- To those attorneys who have not attended a conference within the last three (3) years and who are not deficient in MCLE credits.

Attorneys will not be required to present an MCLE as a condition of attendance. Once the Department has made its selection of the participating attorneys for an upcoming conference, the list of the chosen participants will be sent to the Union president in advance of the release/approval of individuals.

In order to be licensed to practice law in the State of California, Attorneys are required to complete a number of approved continuing legal education credits every three (3) years as currently mandated by the California Bar Association. To assist attorneys in this objective the Department will provide a minimum of nine (9) participatory hours of in-house MCLE trainings each year. Child Support Attorneys will only conduct MCLE trainings for the Department on a voluntary basis (unless assigned to a unit dedicated to Training). When logistically possible, the Department will tele-conference to Court and the non-hosting Divisions the MCLE training sessions to allow attorneys to obtain participatory training and units. In addition, the Department will make every effort to videotape and make available these trainings to attorneys who were not able to attend the training in person. Should providing these in-house trainings become cost prohibitive, the Department will meet with the Union to discuss viable alternatives.

If the Department fails to provide the yearly minimum quota (9 participatory hours) of in-house MCLEs to the Department attorneys, the Department shall utilize all slots for the Attorney College and legal conferences for those attorneys needing to fulfill their MCLE requirements in the upcoming reporting period. The Department shall prioritize attorneys filling said slots over non-attorney staff or administrators under these circumstances.

Section 2. Professional Development/Training Bonus

All permanent full-time bargaining unit employees covered under this Memorandum of Understanding employed with the Child Support Services Department on November 1, 2025, and still in service at time of payment shall receive a professional development/training bonus in the amount of \$500. Said payment shall be paid no later than thirty (30) days after ratification of this Memorandum of Understanding by the Board of Supervisors. The bonus shall not constitute a base rate.

All permanent full-time bargaining unit employees covered under this Memorandum of Understanding employed with the Child Support Services Department on November 1, 2026, shall receive a professional development/training bonus in the amount of \$500. Said payment shall be paid in the employee's December 15, 2026, paycheck. The bonus shall not constitute a base rate.

All permanent full-time bargaining unit employees covered under this Memorandum of Understanding employed with the Child Support Services Department on November 1, 2027, shall receive a professional development/training bonus in the amount of \$500. Said payment shall be paid in the employee's December 15, 2027, paycheck. The bonus shall not constitute a base rate.

THIS SECTION SHALL, IN ITS ENTIRETY, EXPIRE AND OTHERWISE BE FULLY TERMINATED AT MIDNIGHT ON SEPTEMBER 30, 2028.

ARTICLE 40 ATTORNEY STAFFING

The Department will comply with Family Code §17206 and 45 CFR 303.20.

ARTICLE 41 PROMOTIONSSection 1. Promotion to Attorney II

It is the intent of the parties that attorneys in the job classification of Child Support Attorney I will be promoted to the job classification of Child Support Attorney II as soon as practicable following their one-year anniversary of starting employment as an Attorney I, contingent upon successfully passing their one (1) year probationary period and background check.

To facilitate the timeliness of promotion, the parties agree that the probationary employees in the job classification of Child Support Attorney I shall be allowed to apply for the promotional examination for Child Support Attorney II up to one (1) month prior to becoming permanent employees, in accordance with Los Angeles County Civil Service Rule 6.02 (A) (1).

Section 2. Promotional Interviews

Any Unit member required to be interviewed as part of a promotional exam shall be informed of the identity of their interviewers and shall be entitled to object. However, given limited resources for qualified interviewers, the Department may not be able to accommodate all objections. If the Department is unable to accommodate such an objection, the candidate will be informed of the reason in writing.

ARTICLE 42 AB 1058 MEETINGS

Following formal AB 1058 stakeholder meetings (or meetings with the Court similar to 1058 Stakeholder meetings that impact and address Court operations and procedures) the Department shall provide the Association with a written summary of the proceedings within 15 business days.

Should the Union wish to receive written summaries of other formal meetings with non-Department entities, they may notify the Department of this request and the Department will discuss the feasibility and appropriateness of doing so with the Union within ten (10) business days of the request.

ARTICLE 43 TELEWORKSection 1. Telework Benefits

The Union and the County agree that telework is an effective tool to promote operational efficiencies, support employee recruitment, retention, and engagement, lower overhead costs and parking expenses, fulfill our responsibility to reduce carbon footprints through trip reduction, advance digital government, contribute significantly to the work-life balance of participating employees, and safeguard health and safety during public health or other emergencies.

Section 2. Telework Selection Criteria

The parties also recognize that telework is a Management option and not an employee right or universal benefit and will only be offered to employees whose job functions make feasible such work arrangement.

Telework may be requested by or offered to any employee. Employee requests to telework are subject to the approval of Management. The Department has the sole discretion to designate which job functions are compatible with telework; criteria will be based on the suitability of employee's job functions and impact on operations. Telework is considered a voluntary arrangement and may be terminated by the teleworker or the Department at any time.

Section 3. Expand Telework Opportunities

Departments will make reasonable efforts to expand telework opportunities to realize the benefits listed in Section 1 where job functions are compatible with telework. Likewise, Departments will take reasonable steps to ensure that eligible staff are telework-ready, to best ensure continuation of work functions in case of a declared disaster or other emergency.

Section 4. Materials and Equipment

Management will make reasonable efforts to provide teleworking employees with all equipment necessary to support the employee's ability to work remotely. If a teleworking employee is required and authorized by Management to purchase specific materials or equipment for telework, they will be reimbursed for expenses incurred. Maintenance of County-issued equipment will be a Management responsibility.

ARTICLE 44 COURT APPEARANCE

The Los Angeles Superior Court permits litigants in court hearings to remotely appear using the LA Court Connect system.

With prior approval, and on a case-by-case basis, attorneys may appear remotely for calendared court hearings. The handling attorney shall ensure that all evidence, including guideline child support calculations, are printed and delivered timely to the courtroom. Excluding the initial court packets prepared by the MOSK paralegals, Court Operations Division resources shall not be used to facilitate the exchange of documents for remote appearances. Attorneys requesting a remote appearance must submit their request at least twenty-four (24) hours prior to the scheduled hearing. Exceptions shall be allowed in case of illness, emergency situations, or unforeseen circumstances.

A remote appearance from home is a telework day. A remote appearance from the office is an office day, only if Attorneys complete a full shift from the office on that remote hearing day.

Only attorneys who have completed their initial probationary period, have a competent or better performance evaluation, and have no pending discipline may request to participate in remote hearings.

In the event that the Los Angeles Superior Court suspends, terminates or otherwise pauses remote hearings, Child Support Attorneys must immediately resume in-person appearances.

Management reserves the exclusive right to evaluate the ongoing allowance of remote appearances by Child Support Attorneys. Nothing herein shall limit Management's ability to modify or eliminate remote appearances for Child Support Attorneys.

APPENDIX A

OFFICE ERGONOMIC GUIDELINES

The lease, purchase, and installation of computer monitors, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Luminance of characters and background should have a high contrast ratio.

2. KEYBOARDS, MOUSE AND COMPUTER MONITORS

- a. Keyboard trays should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The computer mouse should be located adjacent to and on the same plane as the keyboard.
- c. Monitor height should be adjustable, fit the operator's plane of vision and provide a high contrast ratio.

3. CHAIR AND DESK

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option.

- b. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- c. Document holders should be adjustable for height, distance and angle.
- d. Footrests should be made available, if necessary.

4. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX B**CLASSIFICATIONS STUDY**

Recognizing the importance of having staff perform the appropriate functions consistent with their classification level, the Department will initiate classification studies of the Child Support Attorney II and III positions.

CEO Classifications will conduct these studies with assistance from the Departmental Management. CEO will make the final determination and make recommendations to the Board of Supervisors on any changes to the reclassified positions. These classification studies will be completed by October 2016 or at the latest prior to the time the Department receives their budget instructions from the CEO for the Fiscal Year 2017-2018.

The CEO and the Department will consult with the Union on the reclassification study process before, during and at its completion through the Joint Labor Management Committee (JLMC), and in further meeting if needed.

Toward this end, the Department will maintain a viable list of attorney grades III and IV and make every effort to fill the vacant/reclassified positions.

This provision will expire on September 30, 2018.

APPENDIX C**ADDENDUM TO ATTENDANCE POLICY**

The Parties agree to continue the practice established by the settlement agreement in ARB No. 023-16, as follows:

This settlement agreement has been modified to reflect the parties' intent in its execution.

SETTLEMENT AGREEMENT
ARB NO. 023-16

This agreement is entered into between the Los Angeles County Child Support Services Department (hereinafter, "Department"), the Chief Executive Officer (hereinafter, "CEO") and American Federation of State, County and Municipal Employees ("AFSCME") Local 1152 (hereinafter, "Union").

RECITALS

1. The Union is the exclusive representative of attorneys in the Los Angeles County Child Support Services bargaining unit.
2. In late September 2015, the Department announced a change in the Attendance policy that affected this bargaining unit. Among other things, the new policy made changes to the way in which the attorney staff would report partial day absences and reiterated other policies regarding the reporting requirements for those attorneys on alternate work schedules (4-40 and 9-80).

3. Pursuant to the parties' memorandum of understanding, the Union filed a Grievance General In Character (GGIC, hereinafter the "Grievance") alleging that the Department violated the new Memorandum of Understanding between the parties, the LA County Department of Human Resources Interpretative Manual, and the LA County Code.
4. On or about _____, ERCOM approved the case for arbitration, and set a hearing for February 24, 2017.
5. The parties have decided to settle the controversy between them in order to avoid the cost, inconvenience, delays and uncertainties involved in further legal proceedings in this matter without any party conceding the correctness of the position of the other.

Now therefore, the parties agree as follows:

1. The Department and the Union agree that employees in the bargaining unit shall not be required to sign in at the beginning of their shift or sign out at the end of their shift, either in writing or electronically. This applies to all employees, including those on alternate work schedules.
2. The Department and Union agree that an employee in the bargaining unit shall submit an e-Forms Time-Off Request Form for each full-day absence and for each pre-planned or pre-scheduled partial day absence, i.e., those partial day absences of which the employee has advance notice. For pre-planned or pre-scheduled partial day absence, the employee shall only list in the notes section of the e-Forms Time-Off Request Form, the time of planned late arrival or early departure, as appropriate. No hours except "0.0" shall be stated in hours section.
3. The Department and Union agree that no employee in the bargaining unit shall be required to submit an e-Forms Time-Off Request Form for any same day partial day absence. If the employee is assigned to court on the date of the partial day absence, then they shall notify the head attorney of their reporting and/or departure time, as applicable, via electronic mail. If the employee is assigned to the division on the date of the partial day absence, then they shall notify their immediate supervisor of their reporting and/or departure time, as applicable, via electronic mail.

4. The Union, upon execution of this settlement, agrees to withdraw the ARB 023-16, with prejudice, and agrees to waive any and all further administrative or judicial remedies with respect to the allegations in the grievance.
5. The Union further agrees to fully release, acquit, and forever discharge the County, all present and former officers, employees, and agents of the County from any and all liability whatsoever with respect to the allegations in the grievance.
6. The Union and County each represent that they have fully considered the terms, conditions and effects of this settlement and each fully and freely assents thereto.
7. The terms and conditions set forth in this settlement are intended by the parties to be a complete and exclusive expression of their agreement with respect to the resolution of the grievance.
8. This settlement agreement shall be incorporated into successor Memoranda of Understanding unless rendered invalid by subsequent changes in governing law.
9. The Union and County will each bear their own attorneys' fees and costs in connection with the grievance and arbitration.
10. This settlement may be executed in counterparts.

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.

CHILD SUPPORT ATTORNEYS
ASSOCIATION
AUTHORIZED REPRESENTATIVES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 

NORMA ANDRADE
President

By Joseph M.
Nicchitta

 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:56:18 -07'00'

JOSEPH M. NICCHITTA
Chief Executive Officer

By 

TRIS CARPENTER
Consultant

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
PROGRAM MANAGERS EMPLOYEE
REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this
29th day of September 2026,

BY AND BETWEEN

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

AND

Program Managers Association (hereinafter
referred to as "Association")

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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, Program Managers Association (hereinafter “PMA”) was certified on April 24, 2023, by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 804 (hereinafter “Unit”) previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Program Managers Association as the certified exclusive representative of the employees in said unit. The term “employee” or “employees” as used herein shall refer only to employees employed by the County in said Unit as Program Managers (PMs), Child Support Services.

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding (MOU) constitutes a mutual recommendation to be jointly submitted to the 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;
 and
- 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.

Implementation shall be effective as of ratification of 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 3 AUTHORIZED AGENTS

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

A. Management's principal authorized agent shall be County's Chief Executive Officer or their duly authorized representative (Address: 500 West Temple Street, Room 782, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. Program Managers Association principal authorized agent for service of process shall be:

Executive Board, Program Managers Association

5670 East Washington Blvd

P.O. Box 911481

Commerce, CA 90091

ARTICLE 4 OBLIGATION TO SUPPORT

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

ARTICLE 5 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the Program Managers Association and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, gender identity, gender expression, marital status, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 6 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:00 a.m. on October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2028.

ARTICLE 7 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 1 through May 31, 2028, 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 thirty (30) days after such receipt or June 1, 2028, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 8 UNION NEGOTIATION COMMITTEE – RELEASE TIME

Members of Unit 804, not to exceed a total of five (5), who upon request of the Association, and subject to operational needs, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions or union caucuses, shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

1. Wherever used the term “employee” means either employee or employees as appropriate.
2. “Grievance” means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and their Division Administrator (“DA”).
3. “Business Days” mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. The Immediate Supervisor will, upon request of an employee, discuss the employee’s complaint with them at a mutually satisfactory time. The Association agrees to encourage an employee who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, article(s) violated, and the specific remedy requested.

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 their grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. General Provisions

1. An employee involved in the processing of their grievance may do so without loss of compensation provided that they accomplish all phases of preparation and presentation in a reasonable and expeditious manner.
2. An employee has the right to the assistance of a representative in the preparation of their written grievance, and to represent them in formal grievance meetings. Subject to mutual agreement, considering the nature and complexity of the grievance, the employee may have additional representative(s).
3. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to be absent from their duties to attend a grievance meeting. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 36.
4. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

5. An employee may present their 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 their rights because of Management imposed limitations in scheduling meetings.
6. The Program Managers Association has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms of this Memorandum of Understanding.
7. If a Program Manager Association representative elects to attend any formal grievance meeting, they must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
8. Bargaining Unit members who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses and attend formal grievance hearings on paid County time.

Section 6. Procedures

1. Step 1.

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from knowledge of such occurrence, an employee shall file a formal written grievance. A departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from their departmental Management. The employee shall submit the grievance to their Immediate Supervisor.

- B. Within ten (10) business days of the receipt of grievance, the Immediate Supervisor shall arrange a mutually acceptable date to meet. The DA shall meet with the parties involved and give a written decision to the employee using the original copy of the grievance.

2. Step 2.

- A. Within ten (10) business days from receipt of the Immediate Supervisor's written decision, the employee may appeal to the next higher-level Manager. The next higher-level Manager shall discuss the grievance with the Immediate Supervisor and the concerned employee before they reach a decision.

- B. Within ten (10) business days from receipt of the grievance, the next higher-level Manager shall give a written decision and the reasons therefor to the employee using the original copy of the grievance. If the employee is represented by the Association, a copy of the decision will be given to the Association Representative.

3. Step 3.

- A. Within ten (10) business days from receipt of the decision resulting from the Step 2, or if Step 2 is waived, the employee may appeal to the Department Head or their designee. A designee for the purposes of this section shall not be an employee from the Human Resources or Employee Relations section.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or their designee, 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 within ten (10) days of holding the meeting. However, the Department Head or their designee is not limited to denying a grievance for the reasons stated at any previous level in the procedure. If the employee is represented by the Association, a copy of the decision will be given to the Association Representative.
- C. If the Department Head or their designee fails to give a decision within the specified time limit, the Program Managers Association shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or their designee shall be final.

Section 7. Arbitration

1. Within thirty (30) business days from the receipt of the written decision from the Department Head or their designee, the Program Managers Association 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 the Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

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

- C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Association within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
- 3. In the event the Program Managers Association desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
 - 4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint them pursuant to their applicable rules and regulations.

If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five (5) names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list.

The party to strike the first name will be determined by chance. The parties shall alternately strike one name each from the panel and the last name left shall be appointed as the arbitrator in the case by the Employee Relations Commission. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties.

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

6. Prior to a hearing by an arbitrator, a representative of the County and the Program Managers Association 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 Program Managers Association cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Program Managers Association. 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 Program Managers Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence

ARTICLE 10 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 7, can be submitted to grievance mediation. Both the Program Managers Association and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the Third Level of the grievance procedure and by mutual agreement, either Management or the Program Managers Association may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by outside Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, the Program Managers Association, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent-setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11 GRIEVANCES – GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Program Managers Association and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where the Program Managers Association has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Program Managers Association may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Program Managers Association shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the

matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or their authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to the Program Managers Association in writing, setting forth Management's decision and reasons therefor.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 7, Subsection 2 of Article 9, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 9 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 9 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 thereof.

ARTICLE 12 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 9, 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 the Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in their 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 the flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made; 2) there will be no representation by counsel except for in-house staff counsel; and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their 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

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence

ARTICLE 13 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that the Program Managers Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with the Association a written authorization requesting that such deductions can 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 Program Managers Association 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 the Program Managers Association dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided however, that any employee in the unit may terminate such dues deduction during the period of December 1 through December 15, of each year by notifying the Program Managers Association. 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 the name of the association from which dues deductions are to be

cancelled. The Program Managers Association will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. 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 agreement with the Program Managers Association and that all employees subject to the Memorandum of Understanding.

The effective date of deducting PMA dues shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 4. Indemnification Clause

The Program Managers Association 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 14 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 service 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, effect work furloughs or any other alternatives 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 15 FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

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

This Article is not intended to negate or eliminate past practice as a factor in establishing practice between the parties.

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

Section 2.

It is understood and agreed that the provisions of this section are intended to apply only to matters which are specifically covered in this agreement.

It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit. Where Management finds it necessary to make such change, it shall notify the Program Managers Association indicating the proposed change prior to implementation. Where such change would be material, substantial, and

significant, where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance; and where the Association requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Any agreement resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by the Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event that negotiations on the proposed change are undertaken any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Consistent with Government Code 3504.5, nothing herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in the working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be

required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by law. Management will be required to meet and consult with the Association over any such change.

Section 5.

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

ARTICLE 16 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal laws, including the Americans with Disabilities Act, state and County laws and regulations, the Charter of the County of Los Angeles and any lawful rules and regulations enacted by the 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 laws or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 17 EMPLOYEE LISTS AND VACANCY NOTICESEmployee Lists

CSSD shall electronically provide the Program Managers Association President with a list of new employees promoted into this bargaining unit within ten (10) days of the promotion. The list will include employee name, home address, phone number (if known), employee number, and division assignment.

Vacancy Notices

Vacancies shall be posted according to CSSD procedures. The Program Managers Association will be informed regarding the method of access to the vacancy listing.

ARTICLE 18 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this represented 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 Association 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 Executive Office will arrange to meet with representatives of the Association 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 19 PERSONNEL FILES

An employee, or their 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 their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their refusal on the copy to be filed along with the supervisor's signature, and the signatory 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 files a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted.

Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve a violation of a specific provision of this agreement.

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

Upon reviewing their personnel file, an employee may request and have any written warnings or reprimand(s) issued more than one (1) year prior to the date of the request removed from their personnel file except as such may be a part of an official permanent record.

Section 1 – Investigations

If the Department initiates an investigation against an employee, the Department will inform them in advance of their initial investigative interview by way of Notice of Investigation (NOI). The NOI shall include the nature of any charge being investigated.

After the initial investigative interview, the employee may request a copy of the complaint filed against the employee.

Upon termination of the investigation, the employee will be informed as to whether the charges at issue in the investigation were substantiated by way of a Letter of Determination. Employees may request duplicate copies of the letters listed in this article at any time. The employee may also request that the Department provide any non-privileged documents or written statements used by the Department in making its determination whether to substantiate the charges at issue in the investigation. For materials that implicate individual privacy rights or confidentiality concerns, the Department will confer with the Association regarding how to best accommodate

the request. The Department will provide such information after the completion of the investigation, regardless of whether the charges against the employee were substantiated.

No non-related work material shall be introduced into the file.

Nothing in this subsection shall be construed as a waiver by the Association to access to information or documents that would otherwise be available under the MMBA or the County's Employee Relations Ordinance. The reference to these statutes and codes in this provision does not create an additional grievance or arbitration right for alleged violations thereof.

Section 2 – California Labor Code Section 1198.5

Nothing in this Article is intended to conflict with or waive the rights of any employee pursuant to California Labor Code Section 1198.5.

ARTICLE 20 LEAVES OF ABSENCESection 1. Medical Leave

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

Section 2. Educational Leave

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

Section 3. Pregnancy Leave

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

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability

prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner, or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Family Leave

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

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

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

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

Section 5. Jury Duty and Witness Leave

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

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

Section 6. Bereavement Leave

The provisions of Los Angeles County Code Section 6.20.080 regarding Bereavement Leave shall apply to the employees in Bargaining Unit 804.

Section 7. Military Leave

The provisions of Los Angeles County Code Section 6.20.080(C) and applicable law shall apply to employees in Bargaining Unit 804.

ARTICLE 21 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

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

ARTICLE 22 EMPLOYEE PARKING

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

The County shall provide the Traffic Mitigation Allowance of seventy dollars (\$70.00) per month to each eligible employee consistent with the Los Angeles County Ordinance section 5.42.040. This Memorandum of Understanding provision is intended to mirror the requirements and benefits reflected in the above-mentioned code section. Changes to section 5.42.040 will not require independent negotiations under this Memorandum of Understanding.

ARTICLE 23 HEALTH AND SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment that promotes health and safety. Employees are responsible for performing each work assignment in the safest manner possible. The success of the CSSD Safety Program depends upon compliance with safety regulations. Failure to adhere to any policies and procedures enumerated in any of Health and Safety sections or the CSSD Safety Program may be subject to discipline.

The Program Managers Association 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 PMA representatives to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, a PMA representative may meet with the safety officer who will respond in writing. If the representative does not receive a response from the safety officer within a reasonable time, the representative may reach out to CSSD Risk Management to engage in further collaboration with the safety officers. In urgent matters, CSSD will make every effort to expedite such matters for swift resolution.

If the PMA representative is not satisfied with the response of the safety officer, the President or PMA's consultant, may request a meeting between Management and the Association.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will maintain first aid kits at all work facilities.

Section 3. Safety Procedures

- A. Safety standards shall be developed and consulted at the time that leases are reviewed for CSSD worksites.
- B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.
- C. An annual earthquake and an annual evacuation drill shall be conducted at all CSSD facilities for all worksite staff. The Program Managers Association shall be notified within thirty (30) days after the execution of the drills.
- D. Management will install and maintain panic buzzers in interview rooms at CSSD facilities.
- E. Program Managers will be informed of threats as necessary and appropriate.

- F. Program Managers will upon assignment to a new work location be provided in writing with emergency evacuation procedures within five (5) days of their arrival to the new work location.
- G. Security guards shall be provided with the authority to restrain, detain, and remove individuals at Public Contact CSSD facilities.

ARTICLE 24 JOINT LABOR MANAGEMENT COMMITTEE

Upon adoption of a Memorandum of Understanding by the Board of Supervisors, the parties agree to establish a Joint Labor-Management committee to consult in accordance with the Employee Relations Ordinance.

The Association may select up to six (6) members of the bargaining unit as representatives to the Committee.

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

ARTICLE 25 SALARIES

Section 1.

Ratification Payments

\$5,000 effective upon ratification of the contract

\$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1618	PROGRAM MANAGER, CHILD SUPPORT SERVS	CURRENT	NMO	106K	7586.91	10224.00
		10/01/2026	NMO	107G	7738.55	10428.36
		10/01/2027	NMO	109E	8129.36	10955.36

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.
- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify PMA of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

Quarterly Budget Information

On a quarterly basis in calendar years 2026 and 2027, the County shall provide PMA with information about the County's fiscal position. These quarterly updates will include forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the County will provide the Annual Comprehensive Financial Report (ACFR) when it is issued by the independent auditor. The intent of this information sharing is to keep PMA informed as to the status of the County's fiscal health and provide advanced notice of any challenges the County is facing and explain any mitigation measures it is taking to address them

Communication and Feedback

Following the distribution of the quarterly summary, PMA may submit written questions, comments, or feedback. The County agrees to review and consider any feedback provided by PMA under the terms of this provision. Upon mutual agreement between the Union and the County, the parties shall meet to discuss the information provided. Nothing in this provision shall require the County to adopt or implement any recommendations received from PMA.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the MOU on September 30, 2028.

Section 2.

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

Section 3. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) 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 their

Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

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

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their step advance anniversary date.
3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within

ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.

- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Program Managers Association may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4. Longevity Bonus

Should any other bargaining unit negotiate a new longevity bonus during the course of the 2023 – 2025 bargaining cycle, Bargaining Unit 804 will be afforded the same benefit on the same terms and conditions.

ARTICLE 26 LEGAL REPRESENTATION

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

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

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

ARTICLE 27 EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that during the term of this agreement permanent employees in the Bargaining Unit in the job classification of Program Manager, shall continue to receive all employee benefits they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage
- Bilingual Bonus

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit; class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred to the classification of Program Manager, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is intent of the parties that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current or future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with the Program Managers Association prior to implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings Plan for non-represented employees, including contributions, plan design, and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees.

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 7).

ARTICLE 28 WORK SCHEDULES

Section 1. Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. A typical work week is Monday through Friday for this unit. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by the Los Angeles County Code.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3) employee's work schedules shall not be changed without written notice to the employees at least ten working days before the change is to be implemented.

PMs on a 4/40 or 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their Regular Day off (RDO) or short day.

PMs are not required to claim leave time for absences less than full shift; however prior approval, which shall not be unreasonably denied, is required for absences during assigned work hours.

Time off requests submitted by PMs less than sixty (60) days in advance of the requested leave date shall be approved (or denied) within ten (10) business days. When the requested leave date is within ten (10) business days, the approval (or denial) shall be made as soon as possible.

Division Administrators (or appropriate manager) who receive time off requests more than sixty days in advance of the requested leave date will promptly work with the employee to determine an appropriate response time and provide reason why they cannot approve (or deny) the request. It is understood by the parties that employees are not required to provide justification or details about the leave.

PMs who arrive late or have a need to leave early will use the Time Off Request Form to make such requests. PMs will record "0" hours requested time off, and, in the Notes section, make a notation of their arrival or departure time. No other information will be required.

Employees in this Unit when working in the office shall not be required to sign in at the beginning of their shift or sign out at the end of their shift in writing or electronically. This applies to all employees in the unit, including those on alternate work schedules.

Section 3. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of

meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen incident requiring prompt action and is a crisis which is time limited.

Section 4. Alternate Work Schedule

The 4/40 and 9/80 program are a benefit offered by the Department. Participation in the program is a privilege, not a right. Individual employee participation is subject to the needs of the Department and is at the discretion of Management. Employees participating in the 4/40 or 9/80 Program shall be subject to the Department's Work Schedules agreement within the CSSD attendance policy.

Employees in this unit may request to participate in a 4/40 or 9/80 work schedule. If denied, Management will respond to the employee's request within 15 calendar days with an explanation of the denial.

Section 5. Telework

Teleworking is an option that Management may choose to make available to qualified employees when a mutually beneficial situation exists. It is not a universal employee benefit. Employees participating in the telework program shall be subject to the Department's Telework policy.

Employees of this unit will be deemed equitably eligible to participate in the telework program as Management determines that they can effectively telework because of their

skills, work assignment, experience, prior performance, or the needs of the department. Management will respond to employees' requests to telework within fifteen (15) calendar days and if denied, Management will provide an explanation of the denial.

Employees of this unit will not be required to sign in or out electronically for meal breaks while teleworking, however they will be required to electronically sign in at the beginning of the workday and sign out at the end of the workday.

While teleworking, employees holding the title of Program Manager will continue to sign in electronically at the beginning and end of their workdays, consistent with County Code and the Interpretative Manual. The County acknowledges that the employees in this bargaining unit are "exempt, salary basis" employees under the FLSA and County Code and their timekeeping and compensation will be determined by the policies written for such employees.

This Memorandum of Understanding provision is not intended to conflict with any guidelines or rules for teleworking laid out by any countywide policies regarding telework. Should the Department need to adjust anything contained herein based on Countywide policy, the Association shall be notified and offered an opportunity to consult regarding the proposed change.

ARTICLE 29 ALTERNATIVES TO LAYOFFSSection 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this Memorandum of Understanding to comply with the April 4 and June 21, 1995, Board Policies 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 of 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 CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

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

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

Section 3. Enhanced Voluntary Time-Off

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

Section 4. 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 30 EMPLOYEE ORGANIZATION LEAVE

The Program Managers Association may not have more than one (1) employee in the Unit on leave of absence to accept employment with the Association. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Association business as it is related to County functions.

The Program Managers Association may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind. The employee shall however remain on the County payroll and the Association will reimburse for the cost of pay and benefits.

ARTICLE 31 REPRESENTATION AND WORK ACCESSSection 1. PMA Representative

Authorized PMA representatives or consultants may be given access to work locations during business hours for the purpose of investigating and processing grievances, observing working conditions, posting bulletin boards, and meeting with employees while they are taking a break from their work duties. The Program Managers Association agrees that its representatives will not interfere with operations of a department or any facility thereof.

Section 2. Work Access

A PMA representative desiring access to a work location hereunder shall state the purpose of their visit and request the Department Head's or their designee's authorization within a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.

The Program Managers Association shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles, a written list of all of its authorized representatives, which list shall be kept current by PMA. Access to work locations will only be granted to representatives on the current list.

Section 3. Use of County Facilities

The Association may use County facilities, with prior approval, for the purpose of holding meetings to the extent that such facilities can be made available and to the extent that the use of a facility will not interfere with departmental operations.

Section 4. New Employee Association Introduction (NEAI)

The Department shall provide the following information available to them on file to the Association for each employee promoted to the Program Manager classification within thirty (30) days of promotion:

Name;

Work location;

Work, home, and personal cell phone number (s) on file;

Personal email address on file; and

Home address

In accordance with CA AB-119, Program Managers Association representatives may arrange to meet with new employees to the unit on County time for the sole purpose of providing employees information regarding Association membership.

Within sixty (60) days of an employee's promotion to the Program Manager classification, the Department shall afford the Association President, or their designee the opportunity to meet with each newly promoted employee privately, for no more than sixty (60) minutes, in order for the Association to communicate with the new PMs. This meeting shall occur on County time in a place and manner so as to minimally disrupt the workflow.

The NEAI is considered a separate meeting from the New Program Manager Orientation. The time allotted for the NEAI may occur in conjunction with the New PM Orientation for efficiency purposes.

ARTICLE 32 SPECIAL PAY PRACTICESSection 1. Assignment of Additional Responsibilities

Employees within this bargaining unit who meet the conditions enumerated in Section 6.10.073 of the County Code shall receive additional responsibilities pay as specified in that section of the code.

Section 2. Bilingual Bonus

Employees within this bargaining unit who meet the conditions enumerated in Section 6.10.140 of the County Code shall receive bilingual pay as specified in that section of the code.

Section 3. Out-of-Class Assignments

Employees within this bargaining unit who meet the conditions enumerated in Section 6.10.040 of the County Code shall receive out-of-class assignment bonus as specified in that section of the code.

Section 4. Education/Continued Education Payment

Unit members with higher education degrees shall receive a one-time payment per the following:

Unit members who possess a bachelor's degree from an accredited college shall be entitled to receive a \$1,000 payment. Unit members who possess a master's degree, or higher, from an accredited college graduate program shall be entitled to receive a \$500 payment.

Each Unit member is entitled to only one such payment (for example, an employee who possesses two bachelor's degrees cannot receive more than one \$1,000 payment; similarly, a Unit member who possesses both a bachelor's and a master's degree, or higher, will only receive a \$1,500 payment).

This payment will be made available following the submission of this payment concept to LACERA for a pension ability review and the completion of such review. In order to receive the bonus, Bargaining Unit members must submit official transcripts from their accredited institutions to the Department.

Any unit member who received an education bonus in another CSSD bargaining unit will not be eligible for the payments outlined above, unless the member attains an additional degree after receiving that bonus in another CSSD bargaining unit. Total payments under this provision (or similar provisions in other MOUs) shall not exceed \$1,500 during the course of the member's employment.

ARTICLE 33 COMPENSATORY TIME

Program Managers are exempt employees and thus are not eligible to receive additional compensation for hours worked in excess of 40 in the workweek. The only exception is when a full additional shift or regular day off (RDO) for a 4/40 or 9/80 participant is authorized and worked. There is a maximum accrual of twenty full days or 160 hours of such compensatory time on a straight time basis at any given time.

PMs shall accrue compensatory overtime, according to the "Full/Day CTO Method", only when a substantial full shift (five (5) hours or more) of work has been performed beyond the regularly scheduled workday. The accumulated overtime can only be taken in 8-hour increments.

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

PMs on a 4/40 or 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their Regular Day Off (RDO) or short day.

ARTICLE 34 PROFESSIONAL DEVELOPMENT AND TRAINING

Management and the Program Managers Association recognize the importance of training and career development for employees within the unit.

Section 1. Technological Change

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

Section 2. Training Opportunities

An employee in the unit may request to participate in educational programs, symposiums, seminars, conferences and meetings that would lead to an increase in skills, knowledge, and understanding of the employee's current job assignment. Employee training request for County time to attend such programs shall be subject to Management approval; however, all employees shall have equal access to training opportunities.

Section 3. Training Upon Transfer

When an employee in the unit is transferred to a new assignment within the department, the employee will be offered training on the new assignment.

Section 4. In-Service Cross Training

In-Service Cross-training will be provided as necessary based on the business needs of the department.

ARTICLE 35 TRANSFERS

Section 1. Acknowledgement

This article shall not prohibit Management from assigning, transferring, or promoting employees according to business needs and Civil Service Rules.

Section 2. Voluntary Transfers

Voluntary transfers shall be granted in accordance with the Department's Personnel Policy on Transfers. When vacancies occur the CSSD Transfer List will be reviewed prior to filling vacancies. The Program Managers Association President (or designee) shall receive notice of all transfers within five (5) days after approval by Management.

The department's Transfer Policy will allow for only one voluntary transfer choice to PMs.

Section 3. Involuntary Transfers

Management shall provide employees with a ten (10) day notice prior to the effective date of any involuntary transfer, except in case of an emergency.

If employees are involuntarily transferred to a location that is not in their choosing, they will remain on the voluntary transfer list. There shall be no waiting period for an employee that is involuntarily transferred to submit a voluntary transfer request.

Section 4. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 5. Hardship Transfers

Employees who demonstrate a hardship situation will be allowed to submit their petitions by attaching their hardship information to the transfer request. Hardship transfers will be reviewed by the Human Resources Division to determine the urgency of the request, if any, and the employees will be notified once a decision is made, however, PM/CSSD transfer list will not be bypassed solely on the basis of a hardship transfer request; barring an ADA or FMLA required accommodation.

Section 6. Effect on Alternate Work Schedules

When an employee with an Alternate Work Schedule transfers, reasonable effort will be made to allow the employee to keep their existing Regular Day Off (RDO). However, participation in – and scheduling of – an Alternate Work Schedule remains at the discretion of the Department pursuant to Article 28, Section 4 of this Memorandum of Understanding.

ARTICLE 36 PROGRAM MANAGERS ASSOCIATION STEWARDS AND OFFICERS

Section 1.

It is agreed and understood by the parties of this Memorandum of Understanding that there shall be a reasonable number of PMA stewards per CSSD facility for this unit. Only an employee who has passed their initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as a steward.

Section 2.

The Program Managers Association shall provide to Management a written list of the names of employees selected as stewards/officers, which list shall be kept current by the Association.

Section 3.

PMA agrees, whenever investigating or processing of formal grievances and/or disciplinary actions initiated by the department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Stewards/Officers, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform them of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the steward/officer will be informed when time will be made available.

Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the steward/officer's request, unless otherwise mutually agreed to.

Prior to entering other work locations, the steward/officer shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward/officer will be informed when the employee will be made available.

Section 4.

Management agrees a steward/officer will not be discriminated against.

Section 5.

The Association President (or their designee) shall be afforded reasonable time off without loss of pay to perform the responsibilities of their position.

In the event that the Association President chooses to designate another official for a specific task (e.g., a grievance hearing), the Association President or their Consultant will notify the County of the designee and the expected time needed for completion of the task.

ARTICLE 37 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, strikes, slowdowns, or picketing shall be caused or sanctioned by the Association, 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 Association fails to exercise good faith in halting the work interruption, the Association 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 38 BULLETIN BOARDS

Management agrees to furnish a dedicated bulletin board space to the Program Managers Association, the size and location to be jointly determined by Departmental Management and the Program Managers Association. The boards shall be used only for posting the following information:

1. Association recreational, social, and related news bulletins;
2. Association meetings;
3. Information concerning Association elections and their results;
4. Information concerning insurance and any other benefits offered to members by the Association;
5. Reports of official business of the Union, including reports of committees or the Board of Directors; and
6. Any other written material which has first been approved by the department, which approval shall not be unreasonably denied. Bulletins requiring departmental approval shall be submitted by the Association to the department's Human Resource Manager or their designee. The manager or designee shall approve or deny posting within three business days.

ARTICLE 39 EMPLOYEE ORIENTATIONSection 1. General

CSSD shall provide an orientation for newly promoted employees of this bargaining unit including but not limited to administrative and operational job expectations. The Program Managers orientation will occur within sixty (60) days of the employee's effective date of promotion.

Section 2. Administration

Program Managers Association representatives shall be notified of and allowed to participate in the drafting of the curriculum for the PM orientation. The Department will work with PMA in order to identify and select subjects that CSSD will cover during the New PM Orientation.

Section 3. Participation and Pay

Employees required by CSSD to attend orientation shall be compensated for all required time in accordance with the wage and overtime provisions of this Agreement. Each New PM Orientation will be one (1) day in length, unless CSSD and PMA mutually agree to a different length. PMA will be permitted to have one (1) representative from PMA attend the New PM Orientation.

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

LOS ANGELES COUNTY PROGRAM
MANAGERS ASSOCIATION, CSSD
AUTHORIZED REPRESENTATIVES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 

IRENE HERNANDEZ
President
Los Angeles County Program Managers
Association, CSSD

By Joseph M.
Nicchitta

JOSEPH M. NICCHITTA
Chief Executive Officer

 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:57:33 -07'00'

By 

TRIS CARPENTER
Consultant
California Labor Strategies

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
AGRICULTURAL WEIGHTS & MEASURES INSPECTORS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 29th day of
September 2026,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter referred
to as "County"),

AND

LOCAL 830, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, (hereinafter referred to as
"AFSCME LOCAL 830" or "UNION").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME Local 830 was certified on January 2, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-49-69) as the majority representative of County employees in the Agricultural Weights & Measures Inspectors Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME Local 830 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 classification listed in Article 7, SALARIES and any classifications which may be added hereafter by the Employee Relations Commission.

Notwithstanding the above, if exclusive representation is agreed upon between AFSCME Local 830 and Management, it will also apply in this representation Unit.

ARTICLE 2 PURPOSE

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

ARTICLE 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 the County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

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

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2028.

ARTICLE 5 RENEGOTIATIONSection 1. Calendar of Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from April 1, 2028 through May 15, 2028, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, with the exception of salary proposals which shall be presented no later than June 15, 2028.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2028, whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2028, unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 830 and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

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

ARTICLE 7 SALARIES

Revenue Shortfall Contingency

Ratification Payments

\$5,000 effective upon ratification of the contract

\$2,000 effective October 1, 2026

Upon reaching a full tentative agreement and subsequent ratification of the MOU, the County will make a \$5,000 ratification payment to all full-time and part-time bargaining unit employees who are in an active pay status and are part of the unit as of the ratification date, within 45 days of receiving notice that the bargaining unit has ratified the MOU.

This shall not establish a precedent or be construed as a commitment for future practice as it relates to ratification payments or structure.

Cost of Living Adjustments (COLAs)

2.0% COLA effective October 1, 2026

5.0% COLA effective October 1, 2027

Fiscal Integrity

- If the County concludes, in good faith, that paying the 2026 and/or 2027 COLA would contribute to a long-term structural deficit¹, the Board of Supervisors may impose changes to these COLAs to address the deficit. This action will only be taken following a publicly recorded vote.

¹ A structural deficit occurs when forecasted ongoing expenses exceed corresponding revenues. A long-term structural deficit occurs when a structural deficit is expected to last the remainder of the fiscal year and is expected to continue into the following fiscal year.

- The Union shall not have the right to meet and confer and/or meet and consult on the decision.
- This provision shall sunset on September 30, 2028.
- The County shall not have the right to forgo or delay any other economic components of the subject MOUs other than upcoming COLAs through this process.

Preventive Measures and Meetings

1. If a long-term structural deficit is identified, the County will notify the JLMFC of reasonable measures that could be considered to eliminate the structural deficit, such as, but not limited to:
 - Limiting new non-mandatory program spending.
 - Implementing hiring and spending freezes.
 - Executing budget curtailments without layoffs.
 - Delay of new County programming and project funding.
 - Canceling non-essential contracts under Proposition A.
2. If the reasonable measures fail to provide a good-faith solution to eliminating the long-term structural deficit, the Board of Supervisors may impose changes to the 2026 and/or 2027 COLA. This action will only be taken following a publicly recorded vote.

Joint Labor Management Financial Committee (JLMFC) – CCU Member Unions

The County and Union will establish a JLMFC to share information regarding the County's revenues and expenditures.

The JLMFC will:

- Share information
- Exchange ideas on problem-solving
- Address impacts of declaration of long-term structural deficit
- Provide periodic reports to the board of supervisors

The JLMFC will meet quarterly in calendar years 2026 and 2027 to evaluate fiscal projections. After the first meeting or at a time mutually agreed to by the parties, the JLMFC will establish the reports required from the County to satisfy the JLMFC need to anticipate fiscal uncertainty. These reports and supplemental information will be provided on and prior to each quarterly meeting.

The parties agree that the materials, discussion and all products of the JLMFC are confidential except for the mutually agreed upon report provided to the Board of Supervisors.

The JLMFC will be distinguished from all other joint-labor management committees in the County in that it will be comprised solely of principals of the County and the CCU member unions. The County's team will consist of the County Chief Executive Officer, County Assessor, County Auditor-Controller, and the County's Treasurer and Tax Collector as subject matter experts who are responsible for: generating County revenue (Assessor),

collecting County revenue (Treasurer and Tax Collector), allocating County revenue (Auditor-Controller), and budgeting County revenue and expenditures (Chief Executive Officer). These members were chosen for their fiscal, finance, and budgetary acumen to support the JLMFC. The Union's team shall include only two representatives from each participating union), the CCU Chairperson, CCU staff and experts selected by the CCU to include but not limited to legal, financial and other experts.

The County will provide details of the County's forecasted revenues and expenditures for the current and succeeding fiscal year. Additionally, the Annual Comprehensive Financial Report (ACFR) will be provided as soon as the independent auditor issues the report. The JLMFC will submit a public report to the Board of Supervisors within 15 days following each meeting.

This provision provides the County with flexibility to manage financial challenges while maintaining transparency and communication with the Union.

This language will be permanently removed from the Memorandum of Understanding on September 30, 2028.

Section 1. Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0004	AGRICULTURAL INSPECTOR AID	CURRENT	NMO	74F	3163.64	4250.27
		10/01/2026	NMO	75C	3225.82	4334.64
		10/01/2027	NMO	77A	3387.00	4554.00

0007 AGRIC/WEIGHTS & MEAS INSPECTOR I	CURRENT	N2MO	91B	5229.00	6673.64
	10/01/2026	N2MO	91K	5333.00	6806.73
	10/01/2027	N2MO	93H	5602.09	7150.82
0009 AGRIC/WEIGHTS & MEAS INSPECTOR II	CURRENT	NMO	95B	5519.73	7438.55
	10/01/2026	NMO	95K	5629.55	7586.91
	10/01/2027	NMO	97H	5914.82	7970.82
0011 AGRIC/WEIGHTS & MEAS INSPECTOR III	CURRENT	NMO	99B	6152.36	8290.64
	10/01/2026	NMO	99K	6275.27	8455.73
	10/01/2027	NMO	101H	6592.27	8883.73
0005 ASSOC AGRIC/WGHTS & MEAS INSPECTOR	CURRENT		F		4551.22
	10/01/2026		F		4642.24
	10/01/2027		F		4874.35

Signing Bonus: For the 2022-2025 negotiation season only, the County is offering a one-time signing bonus as described below for all BU 821 employees conditioned on reaching an agreement.

One-time signing bonus paid within 45 days after Board ratification of the agreement, \$1,375.00 for full-time permanent employees and \$700 for part-time employees excluding retirees, hiring hall, and contract staff.

“ME TOO” understanding specific to the 2022-2025 bargaining season that BU 821 shall receive the same County wide general salary movement Cost of Living Adjustment (COLA) as all other County bargaining units.

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 their 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 their step advance anniversary date.

- c. Grievances arising out of this Section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources.

If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within thirty (30) days effective to their 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 thirty (30) days effective to their 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 their designated representative who shall respond to the grievance within ten days. Appeals from Department Head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section.

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

Section 3.

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

Section 4. Reimbursement - Required Books

The parties agree jointly to recommend to the Board of Supervisors that employees in this Unit be reimbursed for the cost of required books used under provisions of the Tuition Reimbursement Program.

ARTICLE 8 OVERTIMESection 1. Compensation

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

Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one (1) week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay with the exception that those hours paid during a work week for a regular County holiday will be counted in calculating hours worked for overtime purposes.

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

CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. On or after August 1, 1995, at the employee's option, time "on the books" which was accrued between October 1, 1993, through June 30, 1994, 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 their CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2. 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 Memorandum of Understanding shall be reincorporated into this Memorandum of Understanding and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

ARTICLE 9 MISCELLANEOUS

Section 1.

- A. Except in cases of emergencies, Management will give ten (10) working days' notice to employees assigned to the Antelope Valley where such assignments will involve reimbursement of living expenses.
- B. For purposes of this Article, an emergency is defined as the occurrence of an event over which Departmental Management has no control.

Section 2. Equipment

Management agrees that employees in the Unit will be supplied with equipment required by Management for performance of the job.

Section 3. Evening and Night Shift Differential

Any employee in the Unit who is assigned to a regularly established evening or night shift as defined in Los Angeles County Code, shall receive a per hour bonus of \$0.90 for each hour worked during such shift.

Section 4. Certificate Bonus/Training Reimbursement

A. Certification Bonus

Employees in the classifications of Agricultural/Weights and Measures Inspector I and Agricultural/Weights and Measures Inspector II who possess all five (5) of the Certificates of Eligibility for Agricultural regulatory work and all three Certificates of Eligibility for Weights and Measures regulatory work issued by the State of California shall receive a four (4) level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

Employees in the classification of Agricultural/Weights and Measures Inspector III who possess a Deputy Agricultural Commissioner or Deputy Sealer of Weights and Measures license issued by the State of California shall receive a four (4) level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

B. Training Reimbursement

Employees in the classifications of Agricultural Inspector III (Item 0012), Agricultural/Weights & Measures Inspector I (Item 0007), and Agricultural/Weights & Measures Inspector II (Item 0009) who successfully take and pass the following certification examinations, or their respective subcategory examinations, shall be reimbursed the cost of each such successfully passed examination: (i) Pesticide Regulation; (ii) Investigation and Environmental Monitoring; (iii) Integrated Pest Management; and (iv) Commodity Regulation.

Additionally, the cost for taking and passing the weights and measures license examinations listed below shall be reimbursed to the employees in the aforementioned classifications.

Weight Verification (Full examination) OR -

Measurement Verification (Full examination)

Transaction & Product Verification (Full examination)

If, during the term of this Memorandum of Understanding, the State of California changes the certification requirements for agricultural regulatory work, the parties may, at the request of either Management or the Union, re-open negotiations on the terms of this Section.

Section 5. Alternative Work Schedule

Employees may request alternative work schedules such as a nine (9) day – eighty (80) hour two (2) week schedule or a four (4) day – forty (40) hour week schedule. Management will respond to an employee's request within fifteen (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 alternative work schedules that mandate the payment of overtime under the Act.

Section 6. Standardization Bonus

Effective July 1, 1992, any employee in the bargaining unit assigned the majority of their time to the Standardization Division's Central Market facility, who also reports to that facility, and works a majority of their time on standardization duties, shall be paid additional compensation at the rate of fifty dollars (\$50.00) per pay per period.

The parties have jointly reviewed all assignments and agree that this and only this assignment deserves special monetary recognition.

Section 7. Shift Separation

If the separation between two (2) proposed shift assignments is less than eight (8) hours, and no emergency situation or employee waiver exists, Management will continue to consider the safety aspects of implementing such proposed shift assignments.

Section 8. Commercial Truck Driver's License Bonus

Any permanent, full-time Agricultural Weights & Measures Inspector I (Item 0007), Agricultural Weights & Measures Inspector II (Item 0009), or Agricultural Weights & Measures III (Item 0011), whose work assignment in the Weights & Measures Bureau, Scales Division Heavy and/or Medium Capacity, High and/or Medium Flow; or Meters Division Compressed Gas Program requires one or more of the following Driver's License:

- 1) Class A;
- 2) Class B with Haz Mat Endorsement and/or Crane Certification; &
- 3) Class C with Haz Mat Endorsement and/or Crane Certification

Shall receive a bonus of twelve (12) levels, effective October 1, 2018. The bonus payment shall end when the Inspector is reassigned and a Commercial Truck Driver's License is no longer required, or when the Inspector fails to qualify for the Commercial Truck Driver's License. The bonus shall not constitute a base rate bonus.

Section 9. Rover Bonus

Any permanent, full-time Agricultural Inspector Aid appointed or assigned at Management's discretion as Rovers in the Environmental Protection Bureau- Pest Detection Division shall receive a bonus of sixteen (16) levels effective October 1, 2022. This bonus shall end when the Agricultural Inspector Aid is reassigned at Management's discretion to a Non-Rover role in the Environmental Protection Bureau- Pest Detection Division.

Section 10. Call-Back Pay

Whenever an employee is unexpectedly ordered by their Department Head or designee to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a call-back if the order to return is given to the employee following termination of their normal work shift and departure from their work location, and such return occurs within twenty-four (24) hours before the established starting time of the employee's next regular shift.

Compensation for a call-back shall be as follows: For FLSA Covered Employees, as defined by Section 6.15.010(A), who are authorized for paid overtime, there shall be minimum payment equivalent to four (4) hours' pay at the FLSA overtime rate provided

in Section 6.15.070(C), unless a different rate of pay is specifically authorized by the Board of Supervisors.

Unless specifically authorized by the Board of Supervisors, an employee who performs multiple call-backs shall not receive compensation for more than one (1) such call if:

(1) The second call-back or any call-back subsequent to the second call-back occurs within four (4) hours of the initial call-back;

(2) The affected employee has actually worked less than a total of four (4) hours as a result of such multiple call-backs.

Section 11. Medium and Heavy Capacity Bonus

Any permanent, full-time Agricultural Weights & Measures Inspector I, II, or III who is assigned to the Scales Division's Medium and Heavy Capacity program, and whose work assignment requires a Crane certification, Hazmat license (requiring a biannual medical exam and susceptible to immediate, unannounced drug testing), operating certified weights ranging from 1000 to 80,000 pounds performing mandatory daily vehicle and equipment inspections shall receive a 2.5% bonus effective October 1, 2018. The bonus shall end when the Inspector is reassigned and no longer in the Scales Division's Medium and Heavy Capacity program.

This bonus shall not constitute a base rate bonus.

Section 12. Medium and High Flow Bonus

Any permanent, full-time Agricultural Weights & Measures I, II, or III who is assigned to the Meters Division's Medium and High Flow program and whose work assignment requires a Hazmat license (requiring a biannual medical exam and susceptible to immediate, unannounced drug testing), operating provers greater than 5 gallons and up to 5000 gallons shall receive a 2.5% bonus effective October 1, 2018. The bonus shall end when the Inspector is reassigned and no longer in the Meters Division's Medium and High Flow program.

This bonus shall not constitute a base rate bonus.

Section 13. Compressed Gas Bonus

Any permanent, full-time Agricultural Weights & Measures I, II, or III who is assigned to the Meters Division's Compressed Gas program, and whose work assignment requires a Hazmat license (requiring a biannual medical exam and susceptible to immediate, unannounced drug testing), performing mandatory daily vehicle and equipment inspections shall receive a 2.5% bonus effective October 1, 2018. The bonus shall end when the Inspector is reassigned and no longer in the Meters Division's Compressed Gas program.

This bonus shall not constitute a base rate bonus.

Section 14. Professional Association Dues

Effective July 1, 2023, Management agrees to pay the total annual membership cost of the National Conference on Weights and Measures (NCWM) for all employees in the Weights and Measures Bureau only. In addition, effective January 1, 2023, employees in this bargaining unit are eligible for membership reimbursement of fifty percent (50%) up to a maximum of one hundred dollars (\$100) cumulative of the membership costs for the associations listed below annually each contract year:

1. The National Conference on Weights and Measures (NCWM) for non-Weights and Measures Bureau employees;
2. The California Association of Standards and Agricultural Professionals (CASAP); and
3. The Pesticide Applicators Professional Association (PAPA)

ARTICLE 10 EMPLOYEE BENEFITS AND PAYROLL

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage, parking, Payroll Procedures 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 11 BULLETIN BOARDS

Management will furnish adequate bulletin board space at the work locations indicated below:

Headquarters

Produce

Market Lomita

South Gate

Sylmar (Olive View)

And at all Field Stations listed below:

LAX

Irwindale

Yucca Street Warehouse

Bonelli Park

Such space will be labeled "Agricultural / Weights & Measures Inspectors Union, Local 830." These boards shall be used only for the following subjects:

Prior to posting, approved material shall be initialed by an authorized representative of Local 830, AFSCME, and the Agricultural Commissioner or their designated representative.

- A. AFSCME Local 830 recreational, social and related news bulletins;
- B. Scheduled AFSCME Local 830 meetings;
- C. Information concerning AFSCME Local 830 elections or the results thereof;
- D. Reports of official business of AFSCME Local 830 including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the Department or district head.

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

ARTICLE 12 PRODUCTIVITY ENHANCEMENT COMMITTEE

The parties agree that one (1) member of the Department of Agricultural Commissioner Productivity Enhancement Committee shall be filled by members of the Agricultural Weights & Measures Inspectors Employee Representation Unit (821) designated by AFSCME Local 830. The memberships shall be filled on the effective date and terminate at the close of business on the expiration date of this Memorandum of Understanding.

ARTICLE 13 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

- A. “Grievance” means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and their immediate supervisor.
- B. “Business Days” means calendar days exclusive of Saturdays, Sundays, legal holidays and days the Department of Agriculture/Weights and Measures administrative office is not open to the public.

Section 3. Responsibilities

- A. AFSCME Local 830 agrees to encourage an employee to discuss their complaint with their immediate supervisor, prior to filing a grievance. The immediate supervisor will, upon request of an employee, discuss the employee’s complaint with them at a mutually satisfactory time.

- B. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the Article(s) violated, and the specific remedy requested.

Section 4. Waivers and Time Limits

- A. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
- B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
- C. If an employee fails to appeal from one (1) level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

- A. The employee has the right to representation in the preparation of their written grievance, and the right to select any person or organization to represent them in formal grievance meetings. The employee is required to be present at all grievance meetings.

- B. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent themselves from their duties to attend a grievance meeting.
- C. An employee may present their 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.

Section 6. The Parties' Rights and Restrictions

- A. 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.
- B. If the employee elects to be represented in a formal grievance meeting, the Department may designate a Management representative to be present at such meeting.
- C. The certified employee representative of the employee's representation unit 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. Management shall notify AFSCME Local 830 of any grievance involving the terms and conditions of this Memorandum of Understanding.

- D. If the certified employee representative elects to attend any formal grievance meeting, they 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. Immediate Supervisor

1. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee shall file a formal written grievance. Three (3) copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy they request. The employee shall submit two (2) copies to their immediate supervisor and retain the third copy.
2. Within five (5) business days, the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance.

Step 2. Bureau Chief

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

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

Step 3. Agricultural Commissioner/Director of Weights & Measures

1. Within five (5) business days from their receipt of the decision at Step 2, the employee may appeal to the Agricultural Commissioner/Director of Weights & Measures or their designated representative using the original copy of the grievance.
2. Within ten (10) business days from the receipt of the employee's grievance, the Agricultural Commissioner/Director of Weights & Measures or their designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.
3. If the Agricultural Commissioner/Director of Weights & Measures or their designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
4. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the Agricultural Commissioner/Director of Weights & Measures or their designated representative shall be final.

Section 8. Arbitration

- A. Within ten (10) days from the receipt of the written decision of the Agricultural Commissioner/Director of Weights & Measures or their designated representative AFSCME Local 830 may request that the grievance be submitted to arbitration as provided for hereinafter.
- B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
1. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 2. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which the Commission has established procedures or processes by which employees or employee organization may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reduction, and discrimination; nor

3. The interpretation, application, merits or legality of the rules or regulations of the Agricultural Commissioner/Director of Weights & Measures, Chief Executive Office or any other County department, agency, or commission, unless the arbitrator, in their 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. 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.
- C. In the event the Union desires to request that a grievance, which meets the requirement of Paragraph B 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 Executive Officer and to the County Agricultural Commissioner/ Director of Weights and Measures or officer affected, which written request shall:
1. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 2. Request that said Employee Relations Commission, pursuant to its applicable Rules and Regulation, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.

- D. 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.
- E. 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.
- F. 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.
- G. 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 award shall be binding upon the County. If within 60 days of receiving notice of 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.

- H. 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
- Payroll Deduction and Dues
- Leave of Absence for Union Business
- Authorized Agents
- Provisions of Law

ARTICLE 14 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME Local 830, and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

- A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where AFSCME Local 830 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME Local 830 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved. AFSCME Local 830 shall have the right to meet with the Principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives including the Chief Executive Officer or their authorized representative.
- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of the Arbitration, Section 8 of Article 13 Grievance Procedure, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 that Article 13 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 13 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the right of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 13.

ARTICLE 15 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 13, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in their 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 Executive Office, or any other County department, agency, or commission, unless the arbitrator, in their 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 flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their 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 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
- Payroll Deductions and Dues
- Leave of Absence for Union Business
- Authorized Agents
- Provisions of Law

ARTICLE 16 STEWARDS AND UNION OFFICERS

Section 1. Definitions

- A. "Steward" is a Union member who handles grievances on behalf of other Union members. Stewards may also enforce the Memorandum of Understanding. A Union officer may also be a steward as defined in Section B below.
- B. "Union Officer" is an elected Union member with specific duties, the Union's President, Vice President, Secretary, Treasurer, Executive Board Member, and Trustee.
- C. "Union Representative" may be a steward, officer, or any Union member appointed by bargaining unit Local 830's President.

It is agreed and understood by the parties of the Memorandum of Understanding that there shall not be more than seven (7) stewards within the representation unit. AFSCME Local 830 shall give to the Agricultural Commissioner/Director of Weights & Measures of the County of Los Angeles a written list of the names of employees selected as stewards, which list shall be kept current by AFSCME Local 830. Only those employees designated as authorized stewards will be recognized by the Department.

AFSCME Local 830 agrees, whenever investigation of processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. AFSCME Local 830 representatives, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform them of the nature of the business. Permission to leave will be granted within a reasonable time unless such

absence would cause an undue interruption of work. If such permission cannot be granted, the steward will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays, after the time of the steward's request, unless otherwise mutually agreed.

Prior to entering other work locations, a steward shall inform the cognizant supervisor of the nature of their business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available.

AFSCME Local 830 agrees that a steward shall not log compensatory or premium pay time for the time spent performing any function of a steward. The steward shall perform the aforementioned duties without loss of pay.

ARTICLE 17 WORK ACCESS

Authorized AFSCME Local 830 representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions.

AFSCME Local 830 representatives desiring access to a work location hereunder shall state the purpose of their visit and request the Agricultural Commissioner/Director of Weights & Measures' authorization at least twenty-four (24) hours before the intended visit unless the parties mutually agree to waive notice.

AFSCME Local 830 shall give the Agricultural Commissioner/Director of Weights & Measures a written list of all Union Officers and authorized representatives which list shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list.

ARTICLE 18 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of ten percent (10%) of base monthly pay (five percent (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 (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than fifteen percent (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 fifteen percent (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 19 PERSONNEL FILES

An employee, or their 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 receive and read, any written statement by the employee's supervisor or departmental Management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have 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 their 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 (12) months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in their personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope, it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

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

Employees may review their personnel files while on work time.

ARTICLE 20 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

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

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

Section 2. Security Clause

Any employee in the Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the County during the term of this agreement. Any employee in the Unit may terminate such Union dues deductions during the period December 16 through December 30, in each year of this Memorandum of Understanding 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 employee's name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

Section 3. Agency Shop Election

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

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

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

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

Section 4. Agency Shop

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

A. Agency Shop Defined

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

B. Religious Objections

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

C. Agency Shop Unit

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

D. Rescission

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

E. Union Responsibilities - Hudson Notice

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

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's Department, a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of their choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. Employee Lists

Management shall provide the Union with access to employee lists electronically on a monthly basis. The employee list shall contain the name, employee number, classification title, item number, item sub, item, email address, home address, step salary rate, department, time base, work location, latest hire date and job appointment date of all employees who enter and exit the Bargaining Unit and who are covered by this Memorandum of Understanding.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 830 which will advise such employees that AFSCME Local 830 is the certified majority representative of the Unit.

H. Indemnification Clause

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

ARTICLE 21 SAFETYSection 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Management agrees to assign a Safety manual to each member of the bargaining unit. Said manual to remain in the Inspector's possession for the term of their employment as an Inspector. AFSCME Local 830 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 their steward to the departmental safety officer.

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

If the steward is not satisfied with the response of the safety officer, a Local 830/AFSCME agent may consult with the Chief of the Workers' Compensation and Occupational Health Branch of the Chief Executive Office or their designee. A representative of such branch shall investigate the matter and advise the Department Head and AFSCME Local 830 of their findings, and recommendations, if any.

A copy of the minutes for any Safety committee meeting will be made available to an authorized, designated Local 830 Steward upon request, excluding matters of a personal or confidential nature regarding an individual. Local 830 agrees that all other matters contained in said minutes shall be treated in a confidential manner by the Steward designated to receive them.

Section 2. How Am I Driving Complaints

An employee in this bargaining unit may request to have How Am I Driving Complaints more than two (2) years old removed, at Management's discretion, from their Employee Accident File (EAF). Upon receiving said requests, Management shall review the request and assess whether removal is appropriate. The Managerial assessment shall entail a review of the employee's EAF covering the period of time from when the complaint was originally placed in the EAF up to and including the date the request for removal by the employee was filed with Management. The Department shall provide the employee with a written response regarding requests for removals that are granted or denied.

ARTICLE 22 CHANGE OF ASSIGNMENT

Permanent full-time employees in the Unit who received at least a competent rating on their last performance evaluation may submit a written request for a new assignment to their Department's human resource office.

Requests filed hereunder shall be valid for the period of this Memorandum of Understanding or for one (1) year from the date of filing, whichever comes earlier, and must be renewed prior to the anniversary date of the original request if the employee still desires to be considered for a new assignment beyond that date.

Management may, at its discretion, deny an employee's request for reassignment, where said employee has been reassigned in accordance with the procedure contained hereunder within a twelve (12) month period.

When Management decides to fill a vacancy by assigning a current employee to such vacancy, Management shall review the requests for new assignments currently on file. Management will then select one (1) of the three (3) most senior employees who has the qualifications, skill and ability to competently perform the requirements of the vacancy without additional training. The vacated position of the newly assigned employee shall be filled according to this procedure. Thereafter, vacancies shall be filled at the discretion of Management.

It is understood that this Article does not modify Management's right to promote an employee whenever a vacancy occurs.

For the purposes of this Article, seniority shall be defined as the total amount of continuous service within the Department.

During emergencies or when vacancies occur as a result of opening new facilities, the provisions of this Article shall not apply.

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 (1) 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 five percent (5%) of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid for each thirty (30) calendar days the employee performs an out-of-class assignment, subject to the conditions described below. This bonus shall not be prorated.

Section 2. Conditions

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

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this Article is to be paid;

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

pay the employee the bonus for each thirty (30) calendar days, from the date of request for relief, they perform the out-of-class assignment.

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

Section 3. Special Provisions

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

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request, a written confirmation of their out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this Memorandum of Understanding.

ARTICLE 24 ALTERNATIVES TO LAYOFFSSection 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this Memorandum of Understanding 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

Chief Executive Officer 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 25 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event that 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 Executive 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 26 LEAVE OF ABSENCESection 1. Medical Leave

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

Section 2. Educational Leave

Subject to the staffing needs of the Department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

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

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

Section 4. Jury Duty and Witness Leave

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

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

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

Section 5. Family Leave

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

Nothing in this Section is intended to provide additional benefits beyond what is mandated by federal and/or State law.

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

- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability.

Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

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

ARTICLE 27 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum of Understanding is pending before the Board of Supervisors for action, neither AFSCME Local 830 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 for 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 28 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 830 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME Local 830 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 830 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management.

Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the Grievance Procedure contained herein. Failure by AFSCME Local 830 to request consultation, pursuant to this paragraph, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 29 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 30PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal, state and County laws, ordinances and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or 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 31 MANAGEMENT'S RIGHTS

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

ARTICLE 32 PRODUCTIVITY/WELLNESS

Should Management wish to develop wellness programs in accordance with the Fringe Benefits Memorandum of Understanding, participation by employees shall be strictly voluntary, with no financial or other penalty resulting to employees who do not participate. Management shall also include provisions in any such program for handicapped employees.

Employees may request to attend LA County Wellness Program events on County time during their regular work shift, with Management approval, provided there is no impact to operational needs.

ARTICLE 33 TRAINING

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

Considering the operational needs of the Department and the development needs of the employees, Management will distribute, as equitably as possible among all employees in the same job assignment, paid County time to attend conferences, workshop, seminars, or symposiums, when and if Management provides paid County time to any such employees in such assignment.

The Department Head, or whomever they delegate, will determine the need, kind, amount and timeliness of training to be provided to Unit members, and which of these persons will attend approved training programs.

ARTICLE 34 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or their duly authorized representative (Address: 500 West Temple Street, Room 782, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. Local 830's principal agent shall be its President or their duly authorized representative. (Address: 3375 East Slauson Avenue, Vernon, California 90058, Telephone (213) 487-9887.)

ARTICLE 35 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two (2) standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

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

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

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which they qualify 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 23 for the same assignment.

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

ARTICLE 36 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provisions of Article 13, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 13, Section 8, can be submitted to grievance mediation. Both AFSCME Local 830 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or AFSCME Local 830 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties.

Any final settlement of the grievance shall be reduced to writing and signed by Management, AFSCME Local 830, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 37 BU 821 JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor-Management Committee to consult on issues of mutual concern specifically pertaining to Unit members in accordance with Employee Relations Ordinance 5.04.090.

The Committee shall be limited to a total of eight (8) members, unless the parties mutually agree otherwise. Four (4) members shall be appointed by Management and a total of four (4) Unit members appointed by the Union shall make up the Committee.

During the term of this Memorandum of Understanding, the Joint Labor-Management Committee shall meet every two (2) months, upon request of either party, at mutually agreeable times and locations and shall commence within thirty (30) days of the ratification of the contract. If the meeting must be cancelled or postponed by either party, every effort will be made to immediately reschedule the meeting to a date and time agreeable to both parties.

Both the Union and Management must mutually agree to the scheduling of any Committee meeting which is not a regularly scheduled quarterly meeting.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

The parties agree that the Committee may make advisory recommendations to Management for consideration. The parties further agree that the provisions of this Article shall not be subject to any appeal of administrative review including Grievances or Arbitration.

ARTICLE 38 CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 830 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit. All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedure affecting employee relations.

ARTICLE 39 NEW EMPLOYEE ORIENTATION

Union rights to one-on-one meeting on employer time: The Union and its representatives, designated by the Union, shall be released and allowed to conduct a meeting to orient, educate, and update each new employee in the unit covered by this Memorandum of Understanding for thirty (30) minutes for each year covered by the term of the Agreement. The Employer shall grant the Union representative travel time to conduct the meeting. Such meeting shall be for the purpose of informing employees of Union membership programs and their rights and obligations under the Agreement and shall be conducted during the employee's scheduled work time and at a work location to be mutually agreed upon between the Department and Union. The Union will be given ten (10) days' notice of the New Employee Orientation. The meeting will be with new employees and the representatives of the Union.

The Union shall be provided with the names of all employees new to the Unit and their duty location, within thirty (30) days of hire or by the first pay period of the month following hire.

ARTICLE 40 UNIFORMS

Nothing herein shall be construed to modify in any manner the uniform policy or standards in the Department of Agricultural Commissioner/Weights and Measures nor shall anything herein be construed as a waiver of Management's rights to establish, change or otherwise modify uniform standards and dress codes.

Section 1. Uniforms

A. The parties agree that each employee in the Unit, with the exception of those covered by Subsection D below required by Management to wear a uniform, shall have issued by the County at no cost to the employee one set of properly and professionally fitted working uniforms as prescribed by Management consisting of:

- One Protective Cap (selected from two (2) options)
- Five (5) Shirts
- Five (5) Trousers (two (2) pairs of uniform shorts, issued by the uniform vendor and approved by Management may be substituted for two (2) pairs of trousers)
- One (1) heavy jacket with liner or one light jacket
- One (1) Tie to be worn for special events only
- One (1) Sweater

B. Management agrees to use its best efforts to replace those uniform articles which become unserviceable due to damage or extreme wear within a reasonable time not to exceed ninety (90) days of the employee's request.

- C. Employees of this bargaining unit shall be permitted to purchase class "A" shirts from the vendor, in lieu of class "B", by paying the difference between the County's price for a class "B" shirt and the County price for a class "A" shirt. Employees of this bargaining unit shall be permitted to purchase one heavy jacket with liner from the vendor, in lieu of one light jacket with liner, by paying the difference between the County's price for a light jacket with liner and the County's price for the heavy jacket with liner.

Agricultural/Weights and Measures Inspectors assigned to the Meters Division may substitute up to four (4) coveralls in lieu of the Class B uniforms. Agricultural/Weights and Measures Inspectors assigned to the dog detector team may substitute up to four (4) cargo pants in lieu of the Class B uniform trousers.

- D. Those Agricultural Inspector Aids required by Management to wear a uniform shall have issued by the County at no cost to the employee one set of properly and professionally fitted working uniforms as prescribed by Management consisting of:
- One (1) Protective Cap (selected from two (2) options)
 - Five (5) Shirts
 - Five (5) Trousers (two (2) pairs of uniform shorts, issued by the uniform vendor and approved by Management, may be substituted for two (2) pairs of trousers)
 - One (1) heavy jacket with liner or one light jacket

To be issued after the Agricultural Inspector Aid has completed six (6) months of service. Management agrees to replace those uniform articles which become unserviceable due to damage or extreme wear.

Section 2. Uniform Adjustment Reimbursement

When an employee in this bargaining unit finds it necessary to submit their uniform for alterations, the Department will reimburse a maximum of fifty dollars (\$50) for such alterations.

Reimbursements will be limited to once per contract year. This Section will become effective October 1, 2023. Said reimbursement does not constitute base rate pay.

Section 3. Work Footwear Reimbursement

With Management approval, employees in this bargaining unit may request and receive reimbursement for the purchase of one (1) pair of work footwear as outlined in the ACWM Policy and Procedure manual per contract year.

Bargaining unit members approved for reimbursement will receive a maximum of up to one hundred dollars (\$100) per contract year for one pair of work footwear.

Reimbursement is contingent upon suitability and job-appropriateness of the work performed as determined by Management in consideration of operational needs, and safety standards. All requests for reimbursement must be preapproved by Management prior to any actual reimbursement being processed and issued.

This Section shall become effective January 1, 2023. Reimbursements made pursuant to this Section are not base rate reimbursements.

ARTICLE 41 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this Article, a classification study is a study by the Chief Executive Office 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 their position is misclassified must be submitted in writing to the employee's Department. If the employee's Department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's Department, which shall in turn schedule and conduct a classification study as defined by the Chief Executive Office.

Section 4. Acknowledgment and Follow Up Reports

Management agrees that all employee initiated classification study requests shall be promptly acknowledged. Further, the Department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to the Chief Executive Office.

Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

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

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 36, LOCAL 830

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 

JOE KAHRAMAN
Business Representative
AFSCME Council 36

By Joseph M.
Nicchitta

 Digitally signed by Joseph M.
Nicchitta
Date: 2026.09.23 16:57:59
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JOSEPH M. NICCHITTA
Chief Executive Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS