AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
DEPUTY PROBATION OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this xxth day of December, 2020.

BY AND BETWEEN

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

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 685 (hereinafter referred to as "AFSCME" or "Union").

WHEREAS, on the 3rd day of December, 2019, the parties entered into a Memorandum of Understanding regarding the Deputy Probation Officers Employee Unit (“Memorandum of Understanding”), and the Memorandum of Understanding was subsequently approved and ordered implemented by the County’s Board of Supervisors; and

HEREAS, as a result of mutual agreement, the parties desire to extend the Memorandum of Understanding by one year, maintaining all current provisions and terms as status quo under the Memorandum of Understanding. Accordingly, the parties agree
to adjust all relevant dates in the Memorandum of Understanding necessary to accommodate the extension, and to amend the Memorandum of Understanding only as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. **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 am on February 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2022.

2. **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 no later than September 7, 2021, 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 October 5, 2021. Upon receipt of such written notice and proposals, negotiations shall begin no later than October 15, 2021.
3. ARTICLE 31 LEAVE OF ABSENCE FOR UNION BUSINESS
Not more than three (3) employees covered hereby, at the request of the Local 685 Executive Board, and subject to Civil Service Rules, shall be granted a leave of absence without pay not to exceed the term of the MOU for the purpose of conducting union business with the County of Los Angeles.¹

4. ARTICLE 40 UNIFORMS
Section 4. Uniform Replacement and Maintenance Allowance
In addition to the above, employees covered by this agreement and employed on November 1, 2021, shall be entitled to a lump sum payment of eight hundred fifty dollars ($850) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2021, and December 15, 2021, by separate payroll warrant.

5. ARTICLE 49 TRAINING FUND
Parties agree that for the purposes of ARTICLE 49, Training Fund, the unexpended funds described in that article will be due for return to Los Angeles County upon the completion of the term described in Item 1 above.

¹ This amendment reflects an agreement which was previously negotiated and was unintentionally excluded from the published MOU.
6. 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 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 Amendment No. 1 the day, month and year first above written.
AMERICAN FEDERATION FOR STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 685

By
President, Hans Liang
AFSCME Local 685

By
1st Vice President, Eddie Chism
AFSCME Local 685

By
2nd VP and Chief Steward, Jonathan B Byrd
AFSCME Local 685

By
Chief Labor Negotiator, Donald L Washington
AFSCME Local 685

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By
Chief Executive Officer

By
Chief Probation Officer

By
Director DCFS