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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 17th day of December, 2013,

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 RECOGNITION

Section 1. General

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, International Union of Operating Engineer, Local 501, AFL-CIO, was certified on October 2, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-9-69) as the majority representative of County employees in the Plant Operating Engineers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Union as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in ARTICLE 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 which do not require specific approval by the Board of Supervisors.

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

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in ARTICLE 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12 Midnight on September 30, 2015.

It is expressly understood that all ARTICLES in this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on September 30, 2015, except that ARTICLE 4, Term; ARTICLE1, 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, 2015, through May 15, 2015, 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, 2015.

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after such receipt or June 15, 2015, 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, 2015, 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.

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		78J	3547.09	4399.55
		10/01/2013		79F	3616.64	4487.45
		10/01/2014		80C	3687.36	4576.73
		04/01/2015		80L	3760.82	4667.64
7222	ASST WASTEWATER TREATMENT PLANT OPR	CURRENT		77C	3403.55	4218.91
		10/01/2013		77L	3469.73	4302.55
		10/01/2014		78H	3538.45	4388.73
		04/01/2015		79E	3607.91	4476.36
7183	DAM OPERATOR	CURRENT		F		4923.19
		10/01/2013		F		5021.65
		10/01/2014		F		5122.08
		04/01/2015		F		5224.52
7197	STATIONARY ENGINEER I	CURRENT		F		5575.84
		10/01/2013		F		5687.36
		10/01/2014		F		5801.11
		04/01/2015		F		5917.13
7198	STATIONARY ENGINEER II	CURRENT		F		6027.91
		10/01/2013		F		6148.47
		10/01/2014		F		6271.44
		04/01/2015		F		6396.87
7196	STATIONARY ENGINEER APP(1ST YEAR)	CURRENT		F		3767.47
		10/01/2013		F		3842.82
		10/01/2014		F		3919.68
		04/01/2015		F		3998.07
7196	STATIONARY ENGINEER APP(2ND YEAR)	CURRENT		F		4370.25
		10/01/2013		F		4457.66
		10/01/2014		F		4546.81
		04/01/2015		F		4637.75

7196 STATIONARY ENGINEER APP(3RD YEAR)	CURRENT	F		4973.07
	10/01/2013	F		5072.53
	10/01/2014	F		5173.98
	04/01/2015	F		5277.46
7196 STATIONARY ENGINEER APP(4TH YEAR)	CURRENT	F		5575.84
	10/01/2013	F		5687.36
	10/01/2014	F		5801.11
	04/01/2015	F		5917.13
7200 STATIONARY ENGINEER CONTROLS SPEC	CURRENT	F		6404.66
	10/01/2013	F		6532.75
	10/01/2014	F		6663.41
	04/01/2015	F		6796.68
7193 STATIONARY ENGINEER HELPER	CURRENT	76C	3313.36	4106.36
	10/01/2013	76L	3378.82	4187.82
	10/01/2014	77H	3444.91	4271.18
	04/01/2015	78E	3512.55	4356.27
7194 SUPVG STATIONARY ENGINEER HELPER	CURRENT	81C	3788.55	4702.45
	10/01/2013	81L	3862.73	4796.27
	10/01/2014	82H	3938.82	4892.00
	04/01/2015	83E	4016.64	4989.45
7224 WASTEWATER TREATMENT PLANT OPERATOR	CURRENT	F		6027.91
	10/01/2013	F		6148.47
	10/01/2014	F		6271.44
	04/01/2015	F		6396.87

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 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 Paragraph A above, the employee may request his department head in writing to issue a performance evaluation. The department head shall issue a performance evaluation within five (5) days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

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

1. Where no performance evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such performance evaluation within ten (10) days after the grievance is filed with the Department of Human Resources the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his step advance anniversary date.

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

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

Appeals from a department head decision shall be processed in accordance with Civil Service Commission Rules.

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

Section 3.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and mutually agreed to by the parties. Further, the parties agree that said salaries were negotiated in compliance with Government Code Section 53248

and determined independently of race, gender, age or national origin. To the extent that the County has any legal duty to determine the comparability of the value of work performed by an employee or group of employees covered by this agreement, the parties agree that the County has performed such duty. It is intended that disputes arising out of the interpretation of this ARTICLE shall be subject to the provisions of ARTICLE 26, Full Understanding, Modifications, Waiver.

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1. Call Back

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

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

C. Notwithstanding any other provisions of this ARTICLE, whenever any person employed in a position classified in the Dam and Pumping Plant Group, who resides in District housing, is unexpectedly required by his department head to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a call back if the order to return is given the employee following the termination of his normal work shift and such return is for more than one (1) hour or is the

second such return within an established period of standby duty not exceeding twenty-four (24) hours.

Compensation for such a call back shall be a minimum payment equivalent to four (4) hours of premium overtime pay.

Section 2. Shift Differential

Effective July 1, 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.

Section 3. Standby Pay

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

Section 4. Relief Engineer Bonus

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

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

Section 5. Wastewater Treatment Plant Operator Relief Bonus

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

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

Section 6. Manpower Shortage Payment for Accumulated Holiday Leave

The parties agree that when the Chief Administrative Officer determines that a critical manpower shortage of Stationary Engineers exists in the Power Plant Division, Stationary Engineers assigned to said Division shall be compensated for accumulated holiday leave at the straight time rate established for their class in ARTICLE 7of 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 his/her regular workday, he/she shall receive, in lieu of overtime or compensation provided in the County Code, a $45.00 payment for each 24-hour period that he/she is on duty and/or engaged to wait at such remote County property. Such payment shall not be made unless such employee remains on immediate call for the entire 24-hour period for work at a site which is not the employee's regular assignment. In case such employee is relieved due to personal

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

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

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

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

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

3. 2 hours of each 24-hour period shall be for three designated meal periods consisting of one 1-hour meal period and two ½-hour meal periods, and shall not constitute time worked unless a meal period is interrupted by work requirements. Any meal period interrupted by work assignments shall be counted as work time. Any meal period counted as work time shall be compensated for in the manner required by the Fair Labor Standards Act.

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

Section 10. Cogeneration - Hydroelectric Operation/Maintenance Bonus

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

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 or more hours will receive compensation for a meal, not to exceed fifteen (15) dollars.

ARTICLE 9 OVERTIME

Section 1. Compensation

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

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

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

Section 2. Distribution of Overtime

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

Section 3. Management Authority

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

Section 4.

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

ARTICLE 10 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

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

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

Section 2. Conditions

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

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

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

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

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

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

Section 3. Special Provisions

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

B. Nothing in this ARTICLE shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

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

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

ARTICLE 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 ABSENCE

Section 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 her from performing the duties of her 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 her from performing her duties of her position as certified by a physician, may use sick leave benefits for which she is 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 MOU.

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 his designee

will convert the employee's unusual shift to a regular five-day, Monday through Friday, day shift basis.

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

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 MOU:

- Sick Leave
- Bereavement leave
- Family Medical 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 DUES

Section 1. Deductions and Dues

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

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

Section 2. Agency Shop

A. Agency Shop Defined

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

B. Religious Objections

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

C. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge

the propriety of the uses of Agency Fees in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. CT. 1066 (1986). Such notice and procedures shall be provided to non-member agency fee payers for each year that agency shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this ARTICLE, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not

completed and returned within (30) working days, the County-Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contribution shall be the first pay period following thirty (30) working days of employment or the pay period this ARTICLE becomes implemented for current employees, whichever is later.

F. List of New Employees/Separations

Each department with employees in this Unit will furnish the Union with a list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the bargaining unit and are subject to this agreement. Such list shall include new hires, returnees from unpaid leaves, and employees promoted, demoted or transferred into the bargaining unit. The list shall also contain information which includes the names and effective dates of employees leaving this bargaining unit.

Section 3. Indemnification Clause

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

ARTICLE 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.

ARTICLE 15 SPECIAL PROVISIONS

A. (1) The County agrees to maintain a minimum 154 position work force 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; 48 in Health Services; 54 in Internal Services; 24 in the Sheriff's Department; 1 in the Department of Public Works.

(d) 8 Stationary Engineer Control Specialist; 6 in Internal Services; 1 in Health Services; 1 in the Sheriff's Dept.

This work force is to operate and perform normal maintenance at the facilities listed in paragraph C below. Not more than 3 of the Stationary Engineer II positions may be filled at the Stationary Engineer I level.

(2) The Department of Public Works will maintain the following number of funded positions for the duration of this Memorandum of Understanding:

Item 7180 - Assistant Dam Operator - 11 positions

Item 7183 - Dam Operator - 10 positions

B. The parties agree that should the County open, close, modify or convert any power plant facility or Flood Control Dam during the term of this agreement; they shall negotiate on appropriate staffing to modify paragraph A above. If agreement on staffing is not reached within a reasonable period of time, Management will establish the staffing pattern it considers appropriate, subject to the grievance procedure, ARTICLE 22, of this agreement.

C. Facilities in place and operating on the effective date of this agreement:

1. Health Services -

Harbor General Hospital Plant

LAC/USC Medical Center - all buildings comprising 5 zones and LAC/USC Medical Center Plant

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

Olive View 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

Mira Loma Facility Plant

North County Correctional Facility

D. It is agreed that the filling of positions in paragraph A above is subject to the ability of the County to recruit competent employees. To this end, the Union agrees to assist the County by referring competent prospective employees.

E. Examinations

The parties agree that vacancies occurring in classes in the Plant Operating Group represented by a Certified Bargaining Unit shall be filled by examination in accordance with applicable Civil Service Rules and that said examination shall be on either an Open Competitive or an Interdepartmental basis.

F. Promotions

The parties agree that any Stationary Engineer I employed by the Internal Services Department pursuant to paragraph A above must qualify for promotion to the class of Stationary Engineer II within six months after meeting any minimum experience requirements.

G. Apprenticeship & Training

The parties agree jointly to recommend to County's Board of Supervisors that the County through the Department of Human Resources contract for apprentice and journeyman training with the Southern California Operating and Maintenance Engineer, Local 501 Apprenticeship Training Trust Fund commencing July 1, 1984. Effective July 1, 2001, the contract amount shall not exceed $135.00 per journeyman Stationary Engineer II employee per year, based on the Stationary Engineer II Position count in Section A. of the ARTICLE as of July 1. Effective

July 1, 2002, the contract amount for apprentice and journeyman training shall not exceed $166.40 per journeyman Stationary Engineer II employee per year in accordance with the aforementioned conditions. In consideration, the County shall be made available 50 apprentice training slots and as many journeyman training slots as are available, on a first come first serve basis.

The parties further agree that the County is to be the sole determinant as to the number of apprentices employed by the County.

ARTICLE 16 SAFETY

Section 1. Parties' Responsibilities

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

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

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

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

Section 2. Protective Clothing

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

Section 3.

Management and Local 501 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

Management shall provide for adequate staffing so that employees in this unit are not required, on a regular basis, to be scheduled more than one (1) shift in a 24 hour period. Exceptions to this provision shall be made where necessary because of rotation of shifts or assignments of Relief Maintenance Engineers. Vacation times shall be scheduled in accordance with ARTICLE 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 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 employees 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 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 his shift rotation schedule.

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

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

D. Notification to affected employees of changes in work schedules shall be made at least five working days in advance except for emergencies, or to meet unusual operational requirements, or by mutual agreement of both parties. Where changes in work schedule are made without the requisite five working days' notice, excluding changes to meet emergencies and/or unusual operational requirements, employees will be compensated at the overtime rate defined in ARTICLE 9, Overtime, of this Memorandum of Understanding for all time worked on the new schedule during the five-working-day notice period. Relief assignments and apprentices are not included in this Understanding. Work schedule changes shall not be made for disciplinary purposes. Emergency, as used herein, is defined to mean an occurrence of a serious nature, developing 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.

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

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

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

If an early shift is required to provide relief on Flood Control District dams, such employee shall be allowed to work to the end of this normal shift and shall be compensated in accordance with ARTICLE 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 10-man vacation selection list exclusive of supervisors for each area. The names on this list will be rotated annually (e.g., #1 on the Vacation Selection List during the current year will be on the bottom of the list the following year; #2 will move up to #1, etc.).

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

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

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

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

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

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

4. Unless the request for straight shift assignment is approved, Management shall consult with the employee representative on the impact of the request.

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

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

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

8. Stationary Engineers who routinely work on unsupervised straight shifts, in a facility where an unsupervised shift is the norm, may be required to work, for

purposes of training and evaluation, at least five but not more than ten days in each twelve month period on a normally supervised shift and that any other qualified Stationary Engineer employed in that same facility may be assigned to the unsupervised shift for the duration of such training and evaluation.

M. In the scheduling of shifts and work weeks for Employees covered by this MOU, Management agrees to abide by all the laws and protections accorded under the Fair Labor Standards Act, 29 U.S.C. 201, et seq.

ARTICLE 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 Understanding. He shall request authorization for the visit by contacting the department head or his designated representative two (2) hours prior to the visit. A shorter notification period may prove acceptable by mutual agreement between the parties.

The Union shall give to all department or district heads with employees in this Unit and the Chief Administrative Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list.

ARTICLE 20 STEWARDS

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a maximum of twenty-five (25) Union Stewards. In instances where the absence of an employee for purposes described in this ARTICLE would create a hardship upon the County, the Union Business Representative shall be privileged to act on his behalf.

Additional Stewards may be approved by mutual agreement between the department or district head and the Union. The Union shall give each department head having employees in the Unit a written list of the names of employees selected as Stewards, which list shall be kept current by the Union. An alternate Steward may be appointed to function in the absence of the regular Steward.

The Union agrees that whenever investigation or the processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about prompt disposition of the matter will be utilized. Stewards desiring to leave their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. In this event, his release from work shall be made as soon as practical.

Prior to entering another work location, the Steward shall inform the supervisor in said work location of his presence. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be informed when the employee will be made available.

The Steward shall perform the aforementioned duties without loss of pay.

ARTICLE 21 BULLETIN BOARDS

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

A. Union recreational, social and related news bulletins;

B. Scheduled Union meetings;

C. Information concerning Union elections or the results thereof;

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

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

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

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

ARTICLE 22 GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definition

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

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

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

Section 3. Responsibilities

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

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

C. Department management has the responsibility to:

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

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

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

Section 4. Waivers and Time Limits

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

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

C. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

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

Section 5. Employee Rights and Restrictions

A. The employee has the right to the assistance of a representative in the preparation of his written grievance and to represent him in formal grievance meetings.

B. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting.

C. An employee may represent his grievance to Management on County time. In scheduling time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department.

Section 6. The Parties' Rights and Restrictions

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

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

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

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

Section 7. Procedure

A. Informal Complaint

1. Within ten (10) business days from the occurrence of the matter on which complaint is based, or within ten (10) business days from his knowledge of such occurrence, an employee should discuss his complaint in a meeting with his immediate supervisor. If the employee elects to have a representative attend such meeting, the supervisor may elect to have another Management representative present.

2. Within 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 copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental management. The employee shall submit two copies to his immediate supervisor and retain the third copy.

2. Within ten (10) business days, the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

Step 2. Management Representative

1. Within ten (10) business days from his request of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the designated Management representative. The Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.

2. Within 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 his receipt of the decision at level two, the employee may appeal to the department head using the original copy of the grievance.

2. Within ten (10) business days from the receipt of the employee's grievance, the department head or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

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

4. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final except for those matters which may be submitted for hearing under provisions adopted by the Los Angeles County Civil Service Commission.

Section 8. Arbitration

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

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

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

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

3. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency or commission unless the arbitrator, in his discretion,

finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

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

C. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, he shall, within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County department head or officer affected, which request shall:

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

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

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

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

E. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then

resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Payroll Deductions and Dues

Recognition

Implementation

Term

Renegotiation

Special Provisions

Authorized Agents

Provisions of Law

ARTICLE 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 designate(s) and Local 501's representative(s) will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 501 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For

purposes of this provision, Management's principal representative(s) shall mean County department or district head(s) or his authorized representative(s) including the Chief Administrative Officer or his authorized representative who has authority to resolve the matter.

C. Within 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, Subsection 2, of ARTICLE 22, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of ARTICLE 22 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 his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leaves of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 25 JOINT LABOR-MANAGEMENT COMMITTEE

Section A.

The parties agree to establish a Joint Labor/Management Committee to meet on the issues affecting employee relations of the unit.

The committee shall be limited to a total of ten members, unless the parties agree otherwise. Five members shall be appointed by Management and a total of five 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. The union shall forward a written request directly to Chief Executive Officer and/or it's designee to initiate discussion of classification matters. The Union shall include an agenda, which identifies the classification(s) at issue, ten business days prior to a JLMC meeting date.

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 12 Midnight on December 31, 2003, 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, 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, unless and only to the extent that the provisions of this Memorandum specifically curtail or limit such rights, powers, and authority, subject to the right of an employee to grieve the practical consequences of a Management Rights' decision on wages, hours and other terms and conditions of employment.

ARTICLE 29 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither 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 Administrative Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. The Union's principal authorized agent shall be the Business Manager of Local 501 or his duly authorized representative (Address: 2405 West Third Street, Los Angeles, California 90057; Telephone: 385-1561).

ARTICLE 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.

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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 LISTS

Section 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.

All studies shall be completed no later than September 30, 2007.

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 LAYOFF

Section 1. Board Policy on Workforce Reductions

It is the intent of the parties during the term of this MOU 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 his/her certified representative, with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired. 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 his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document 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 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 his/her 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 his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date 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 his/her personnel file, an employee may request and have any written warnings issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

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

Union representation shall be noticed of and participate in new employee orientation for the sole purpose of providing employees information regarding Union membership. The County shall notify the Union of time, date, and location of when it is conducting new employee orientation.

This article is advisory only.

ARTICLE 38 EMPLOYEE RIGHTSCONTRACTING 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 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.

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

OPERATING ENGINEERS, LOCAL 501
AUTHORIZED REPRESENTATIVES

By _____
Thomas O'Mahar
President
I.U.O.E. Local 501

By _____
Gavin Koon
Business Agent
I.U.O.E. Local 501

By _____
Ed Curly
Business Manager
I.U.O.E. Local 501

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

Term of MOU 401 10.1.13 - 9.30.15

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

OPERATING ENGINEERS, LOCAL 501 AUTHORIZED REPRESENTATIVES	COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES
By Heather Skopik	By Marie P. Pascual
By Jesus V. Alcantar	By David Rule
By Connie Harris	By Lourdes P. Campos
By Derek Snarby	By Frank Almejar
By [illegible]	By [illegible]
By _____	By _____
By _____	By _____
By _____	By _____
By _____	By _____
By _____	By _____

APPENDIX A

DEPARTMENT OF HEALTH SERVICES

DHS will meet with BU 401 to discuss job duties and work assignments for LAC/USC Med Center Stationary Engineers assigned to evening and grave yard shifts.

This Section will sunset on 9/30/2015.