MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE SUPERVISORY BUILDING AND CONSTRUCTION TRADES AND OPERATING ENGINEER EMPLOYEES REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 9th day of January, 2007,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County") and the Los Angeles County Flood Control District (hereinafter referred to as "District").
AND	THE JOINT COUNCIL OF LOS ANGELES COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501, AFL-CIO (hereinafter referred to as "Joint Council").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, the Joint Council was certified on March 20, 1986, by the County's Employee Relations Commission (Employee Relations No. SEV 16-85) as the majority representative of County Supervisory Building and Construction Trades and Operating Engineer Employees Representation Unit (hereinafter "Unit or Joint Council") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Joint Council as the certified majority representative of the employees in said Unit.

The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

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

ARTICLE 2 PURPOSE

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

ARTICLE 3 IMPLEMENTATION

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

A. Acts, by majority vote, formally to approve said Memorandum of Understanding;

B. Enacts necessary amendments to all County ordinances, including Title 6 of the Los Angeles County Code, required to implement the full provisions of articles; and

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

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

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

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on October 1, 2006, and shall expire at midnight, September 30, 2009, unless the parties have reached agreement on a successor Memorandum of Understanding by that date.

ARTICLE 5 RENEGOTIATION

Section 1.

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from June 15, 2009, to June 30, 2009, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding. Negotiations shall begin no later than 30 days from date of receipt of aforementioned notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2009 an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

Section 2.

Notwithstanding the foregoing, if County rules, regulations, or laws are amended, subject to any necessary changes in State law, to allow implementation of agency shop and if either party hereto desires to negotiate changes limited to Article 27, Payroll Deductions and Dues, to implement agency shop, such party shall serve upon the other within 30 days after appropriate action by the County Board of Supervisors or 30 days after appropriate action by County Employee Relations Commission, whichever occurs later, its written request to do so as well as its initial written proposal.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and mutually agree to fully protect the rights of all employees covered hereby to join and participate in the activities if the member unions of the LA/OC Building Trades Council and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511."

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, disability status, or other factors not directly related to the successful performance of the job.

ARTICLE 7 SALARIES

Section 1.

A. The parties agree jointly to recommend to the County's Board of Supervisors that said Board adopt the following relationships and implement salary adjustments, effective January 1, 2004 on the bases indicated, and thereafter effective on the dates of the salary adjustments for the benchmark class in the 411, Building Trades and Skilled Craftsmen Memorandum of Understanding (September 1, 2003, to September 30, 2006) or the 401, Plant Operating Engineer Memorandum of Understanding (January 1, 2004 to September 30, 2006).

Item No.	Title	Basis for Adjustment Over Benchmark Classes
7202	* Assistant Chief Stationary Engineer	15% over Stationary Engineer II
6213	Bridge Maintenance Supervisor	25% over Bridge Maintenance Worker
6617	Building & Equipment Maintenance Supervisor, AVRC	4 schedules over Building & Equipment Maintenance Worker, AVRC
6266	Carpenter Supervisor	15% over Carpenter
6263	Carpenter Working Supervisor	10% over Carpenter
6285	Carpet & Linoleum Layer Supervisor	15% over Carpet & Linoleum Layer
6283	Carpet & Linoleum Layer Working Supervisor	10% over Carpet & Linoleum Layer
6486	Chief Electrician Supervisor	22.5% over Electrician
7203	* Chief Stationary Engineer	25% over Stationary Engineer II

Item No.	Title	Basis for Adjustment Over Benchmark Classes
7824	Communications Tower & Line Supervisor	l5% over Communications Tower & Line Worker
7822	Communications Tower & Line Working Supervisor	10% over Communications Tower & Line Worker
7317	Diamond Driller & Grouter Working Supervisor	10% over Diamond Driller & Grouter
6480	Electrician Supervisor	15% over Electrician
6477	Electrician Working Supervisor	10% over Electrician
6498	Electro-Mechanic Supervisor	15% over Electro-Mechanic
6495	Electro-Mechanic Working Supervisor	10% over Electro-Mechanic
6538	Electronics Audio Technician Supervisor	15% over Electronic Audio Technician
6544	Electronics Communications Technician Supervisor	15% over Electronic Communications Technician
6543	Electronics Communications Tech Working Supervisor	10% over Electronic Communications Technician
6510	Elevator Mechanic Supervisor	15% over Elevator Mechanic
6507	Elevator Mechanic Working Supervisor	10% over Elevator Mechanic
6271	Head, Carpentry Crafts, Mechanical	22.5% over Carpenter
6484	Head, Electrical Crafts, ISD	22.5% over Electrician
6514	Head, Elevator Crafts, ISD	22.5% over Elevator Mechanic
7277	Head, Plumbing Crafts, ISD	22.5% over Plumber
7765	Head, Steam Fitter & Refrigeration Crafts, ISD	22.5% over Steam Fitter

Item No.	Title	Basis for Adjustment Over Benchmark Classes
7742	Heat & Frost Insulator Supervisor	15% over Heat & Frost Insulator
7741	Heat & Frost Insulator Working Supervisor	10% over Head & Frost Insulator
6707	Locksmith Supervisor	15% over Locksmith
6706	Locksmith Working Supervisor	10% over Locksmith
6184	Mason Supervisor	15% over Plasterer
6181	Mason Working Supervisor	10% over Plasterer
6533	Medical Electronics Technician Working Supervisor	10% over Medical Electronics Technician
7525	Millwright Supervisor	15% over Millwright
7523	Millwright Working Supervisor	10% over Millwright
6982	Painter Supervisor	15% over Painter
6979	Painter Working Supervisor	10% over Painter
7275	Plumber Supervisor	15% over Plumber
7272	Plumber Working Supervisor	10% over Plumber
6456	Power Line Working Supervisor	10% over Power Line Worker
7747	Refrigeration Mechanic Working Supervisor	10% over Refrigeration Mechanic
6294	Roofer Supervisor	15% over Roofer
6292	Roofer Working Supervisor	10% over Roofer
6483	Senior Electrician Supervisor	20% over Electrician
6499	Senior Electro-Mechanic Supervisor	20% over Electro-Mechanic
7668	Sheet Metal Supervisor Worker	15% over Sheet Metal

Item No.	Title	Basis for Adjustment Over Benchmark Classes
7665	Sheet Metal Working Supervisor Worker	10% over Sheet Metal
7763	Steam Fitter & Refrigeration Supervisor	15% over Steam Fitter
7760	Steam Fitter & Refrigeration Working Supervisor	10% over Steam Fitter
7757	Steam Fitter Supervisor	15% over Steam Fitter
7753	Steam Fitter Working Supervisor	10% over Steam Fitter
6529	Supervising Digital Systems Technician	15% over Digital Systems Technician
7227	* Wastewater Treatment Plant Operator Supervisor	15% over Wastewater Treatment Plant Operator
6121	Welder-Fitter Supervisor	15% over Welder-Fitter
6120	Welder-Fitter Working Supervisor	10% over Welder-Fitter
6114	Welder Working Supervisor	10% over Welder

* The initial salary increase of January 1, 2005, for these classes whose salaries are tied to subordinate benchmark classes in Bargaining Unit 401 shall not be implemented until the Board of Supervisors' adopts the successor 401 Memorandum of Understanding for the term January 1, 2004, to September 30, 2006.

B. The salaries for classes shown below shall be effective on the dates indicated.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7202	ASSISTANT CHIEF STATIONARY ENGINEER	CURRENT		F		5962.99
		10/01/2006		F		6201.51
		07/01/2007		F		6372.05
		01/01/2008		F		6563.21
		07/01/2008		F		6743.70
		01/01/2009		F		6946.01
6213	BRIDGE MAINTENANCE SUPERVISOR	CURRENT		F		5373.57
		10/01/2006		F		5588.51
		07/01/2007		F		5742.19
		01/01/2008		F		5914.46
		07/01/2008		F		6077.11
		01/01/2009		F		6259.42
6617	BLDG & EQUIPMENT MAINT SUPVR,AVRC	CURRENT		78E	3512.55	4356.27
		10/01/2006		79K	3651.55	4531.82
		07/01/2007		80K	3751.64	4656.27
		01/01/2008		81L	3862.73	4796.27
		07/01/2008		82L	3967.45	4928.00
		01/01/2009		84A	4086.00	5076.00
6266	CARPENTER SUPERVISOR	CURRENT		F		4928.41
		10/01/2006		F		5125.55
		07/01/2007		F		5266.50
		01/01/2008		F		5424.50
		07/01/2008		F		5573.67
		01/01/2009		F		5740.88
6263	CARPENTER WORKING SUPERVISOR	CURRENT		F		4714.13
		10/01/2006		F		4902.70
		07/01/2007		F		5037.52
		01/01/2008		F		5188.65
		07/01/2008		F		5331.34
		01/01/2009		F		5491.28
6285	CARPET & LINOLEUM LAYER SUPERVISOR	CURRENT		F		5109.68
		10/01/2006		F		5314.07
		07/01/2007		F		5460.21
		01/01/2008		F		5624.02
		07/01/2008		F		5778.68
		01/01/2009		F		5952.04
6283	CARPET & LINOLEUM LAYER WKG SUPVR	CURRENT		F		4887.53
		10/01/2006		F		5083.03
		07/01/2007		F		5222.81
		01/01/2008		F		5379.49
		07/01/2008		F		5527.43
		01/01/2009		F		5693.25

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6486	CHIEF ELECTRICIAN SUPERVISOR	CURRENT		F		6473.44
		10/01/2006		F		6732.38
		07/01/2007		F		6917.52
		01/01/2008		F		7125.05
		07/01/2008		F		7320.99
		01/01/2009		F		7540.62
7203	CHIEF STATIONARY ENGINEER	CURRENT		F		6468.53
		10/01/2006		F		6727.27
		07/01/2007		F		6912.27
		01/01/2008		F		7119.64
		07/01/2008		F		7315.43
		01/01/2009		F		7534.89
7824	COMMUNICATIONS TOWER & LINE SUPVR	CURRENT		F		5624.90
		10/01/2006		F		5849.90
		07/01/2007		F		6010.77
		01/01/2008		F		6191.09
		07/01/2008		F		6361.34
		01/01/2009		F		6552.18
7822	COMMUNICATIONS TOWR & LINE WKG SPVR	CURRENT		F		5380.33
		10/01/2006		F		5595.54
		07/01/2007		F		5749.42
		01/01/2008		F		5921.90
		07/01/2008		F		6084.75
		01/01/2009		F		6267.29
7317	DIAMOND DRILLER & GROUTER WKG SUPVR	CURRENT		F		5402.21
		10/01/2006		F		5618.30
		07/01/2007		F		5772.80
		01/01/2008		F		5945.98
		07/01/2008		F		6109.49
		01/01/2009		F		6292.77
7324	DRILLER SUPERVISOR	CURRENT		F		5647.71
		10/01/2006		F		5873.62
		07/01/2007		F		6035.14
		01/01/2008		F		6216.19
		07/01/2008		F		6387.14
		01/01/2009		F		6578.75
6480	ELECTRICIAN SUPERVISOR	CURRENT		F		6077.11
		10/01/2006		F		6320.19
		07/01/2007		F		6494.00
		01/01/2008		F		6688.82
		07/01/2008		F		6872.76
		01/01/2009		F		7078.94
6477	ELECTRICIAN WORKING SUPERVISOR	CURRENT		F		5812.90
		10/01/2006		F		6045.42
		07/01/2007		F		6211.67
		01/01/2008		F		6398.02
		07/01/2008		F		6573.97
		01/01/2009		F		6771.19

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6498	ELECTRO-MECHANIC SUPERVISOR	CURRENT		F		6077.11
		10/01/2006		F		6320.19
		07/01/2007		F		6494.00
		01/01/2008		F		6688.82
		07/01/2008		F		6872.76
		01/01/2009		F		7078.94
6495	ELECTRO-MECHANIC WORKING SUPERVISOR	CURRENT		F		5812.90
		10/01/2006		F		6045.42
		07/01/2007		F		6211.67
		01/01/2008		F		6398.02
		07/01/2008		F		6573.97
		01/01/2009		F		6771.19
6538	ELECTRONICS AUDIO TECHNICIAN SUPVR	CURRENT		F		5715.50
		10/01/2006		F		5944.12
		07/01/2007		F		6107.58
		01/01/2008		F		6290.81
		07/01/2008		F		6463.81
		01/01/2009		F		6657.72
6544	ELECTRONICS COMMUNIC TECH SUPVR	CURRENT		F		6016.35
		10/01/2006		F		6257.00
		07/01/2007		F		6429.07
		01/01/2008		F		6621.94
		07/01/2008		F		6804.04
		01/01/2009		F		7008.16
6543	ELECTRONICS COMMUNIC TECH WKG SUPVR	CURRENT		F		5754.77
		10/01/2006		F		5984.96
		07/01/2007		F		6149.55
		01/01/2008		F		6334.04
		07/01/2008		F		6508.23
		01/01/2009		F		6703.48
6510	ELEVATOR MECHANIC SUPERVISOR	CURRENT		F		6033.22
		10/01/2006		F		6964.75
		07/01/2007		F		7156.28
		01/01/2008		F		7370.97
		07/01/2008		F		7573.67
		01/01/2009		F		7800.88
6507	ELEVATOR MECHANIC WORKING SUPVR	CURRENT		F		5770.90
		10/01/2006		F		6661.93
		07/01/2007		F		6845.13
		01/01/2008		F		7050.48
		07/01/2008		F		7244.37
		01/01/2009		F		7461.70
6484	HEAD,ELECTRICAL CRAFTS,ISD	CURRENT		F		6473.44
		10/01/2006		F		6732.38
		07/01/2007		F		6917.52
		01/01/2008		F		7125.05
		07/01/2008		F		7320.99
		01/01/2009		F		7540.62

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6514	HEAD,ELEVATOR CRAFTS,ISD	CURRENT		F		6426.66
		10/01/2006		F		7418.94
		07/01/2007		F		7622.96
		01/01/2008		F		7851.65
		07/01/2008		F		8067.57
		01/01/2009		F		8309.60
7277	HEAD,PLUMBING CRAFTS,ISD	CURRENT		F		6542.53
		10/01/2006		F		6804.23
		07/01/2007		F		6991.35
		01/01/2008		F		7201.09
		07/01/2008		F		7399.12
		01/01/2009		F		7621.09
7765	HEAD,STEAM FIT & REFRIG CRAFTS,ISD	CURRENT		F		6542.53
		10/01/2006		F		6804.23
		07/01/2007		F		6991.35
		01/01/2008		F		7201.09
		07/01/2008		F		7399.12
		01/01/2009		F		7621.09
7742	HEAT & FROST INSULATOR SUPERVISOR	CURRENT		F		5888.20
		10/01/2006		F		6123.73
		07/01/2007		F		6292.13
		01/01/2008		F		6480.89
		07/01/2008		F		6659.11
		01/01/2009		F		6858.88
7741	HEAT & FROST INSULATOR WKG SUPVR	CURRENT		F		5632.20
		10/01/2006		F		5857.49
		07/01/2007		F		6018.57
		01/01/2008		F		6199.13
		07/01/2008		F		6369.61
		01/01/2009		F		6560.70
6707	LOCKSMITH SUPERVISOR	CURRENT		F		4928.41
		10/01/2006		F		5125.55
		07/01/2007		F		5266.50
		01/01/2008		F		5424.50
		07/01/2008		F		5573.67
		01/01/2009		F		5740.88
6184	MASON SUPERVISOR	CURRENT		F		5090.57
		10/01/2006		F		5294.19
		07/01/2007		F		5439.78
		01/01/2008		F		5602.97
		07/01/2008		F		5757.05
		01/01/2009		F		5929.76
6181	MASON WORKING SUPERVISOR	CURRENT		F		4869.27
		10/01/2006		F		5064.04
		07/01/2007		F		5203.30
		01/01/2008		F		5359.40
		07/01/2008		F		5506.78
		01/01/2009		F		5671.98

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6533	MEDICAL ELECTRONICS TECH WKG SUPVR	CURRENT		F		5467.03
		10/01/2006		F		5685.71
		07/01/2007		F		5842.07
		01/01/2008		F		6017.33
		07/01/2008		F		6182.81
		01/01/2009		F		6368.29
7525	MILLWRIGHT SUPERVISOR	CURRENT		F		5023.80
		10/01/2006		F		5224.75
		07/01/2007		F		5368.43
		01/01/2008		F		5529.48
		07/01/2008		F		5681.54
		01/01/2009		F		5851.99
7523	MILLWRIGHT WORKING SUPERVISOR	CURRENT		F		4805.38
		10/01/2006		F		4997.60
		07/01/2007		F		5135.03
		01/01/2008		F		5289.08
		07/01/2008		F		5434.53
		01/01/2009		F		5597.57
6982	PAINTER SUPERVISOR	CURRENT		F		4477.99
		10/01/2006		F		4657.11
		07/01/2007		F		4785.18
		01/01/2008		F		4928.74
		07/01/2008		F		5064.28
		01/01/2009		F		5216.21
6979	PAINTER WORKING SUPERVISOR	CURRENT		F		4283.28
		10/01/2006		F		4454.61
		07/01/2007		F		4577.11
		01/01/2008		F		4714.42
		07/01/2008		F		4844.07
		01/01/2009		F		4989.39
7275	PLUMBER SUPERVISOR	CURRENT		F		6141.98
		10/01/2006		F		6387.66
		07/01/2007		F		6563.32
		01/01/2008		F		6760.22
		07/01/2008		F		6946.13
		01/01/2009		F		7154.51
7272	PLUMBER WORKING SUPERVISOR	CURRENT		F		5874.95
		10/01/2006		F		6109.95
		07/01/2007		F		6277.97
		01/01/2008		F		6466.31
		07/01/2008		F		6644.13
		01/01/2009		F		6843.45
6456	POWER LINE WORKING SUPERVISOR	CURRENT		F		5812.90
		10/01/2006		F		6045.42
		07/01/2007		F		6211.67
		01/01/2008		F		6398.02
		07/01/2008		F		6573.97
		01/01/2009		F		6771.19

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7747	REFRIGERATION MECHANIC WKG SUPVR	CURRENT		F		5874.95
		10/01/2006		F		6109.95
		07/01/2007		F		6277.97
		01/01/2008		F		6466.31
		07/01/2008		F		6644.13
		01/01/2009		F		6843.45
7857	REGIONAL WATER SERVICE SUPT	CURRENT		93J	5320.00	6608.45
		10/01/2006		95C	5533.45	6874.18
		07/01/2007		96C	5685.36	7063.09
		01/01/2008		97D	5856.64	7275.27
		07/01/2008		98D	6017.73	7475.64
		01/01/2009		99E	6198.45	7700.36
6294	ROOFER SUPERVISOR	CURRENT		F		4859.42
		10/01/2006		F		5053.80
		07/01/2007		F		5192.78
		01/01/2008		F		5348.56
		07/01/2008		F		5495.65
		01/01/2009		F		5660.52
6292	ROOFER WORKING SUPERVISOR	CURRENT		F		4648.14
		10/01/2006		F		4834.07
		07/01/2007		F		4967.01
		01/01/2008		F		5116.02
		07/01/2008		F		5256.71
		01/01/2009		F		5414.41
6483	SENIOR ELECTRICIAN SUPERVISOR	CURRENT		F		6341.34
		10/01/2006		F		6594.99
		07/01/2007		F		6776.35
		01/01/2008		F		6979.64
		07/01/2008		F		7171.58
		01/01/2009		F		7386.73
6499	SENIOR ELECTRO-MECHANIC SUPERVISOR	CURRENT		F		6341.34
		10/01/2006		F		6594.99
		07/01/2007		F		6776.35
		01/01/2008		F		6979.64
		07/01/2008		F		7171.58
		01/01/2009		F		7386.73
7668	SHEET METAL SUPERVISOR	CURRENT		F		5945.43
		10/01/2006		F		6183.25
		07/01/2007		F		6353.29
		01/01/2008		F		6543.89
		07/01/2008		F		6723.85
		01/01/2009		F		6925.57
7665	SHEET METAL WORKING SUPERVISOR	CURRENT		F		5686.94
		10/01/2006		F		5914.42
		07/01/2007		F		6077.07
		01/01/2008		F		6259.38
		07/01/2008		F		6431.51
		01/01/2009		F		6624.46

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7763	STEAM FITTER & REFRIGERATION SUPVR	CURRENT		F		6141.98
		10/01/2006		F		6387.66
		07/01/2007		F		6563.32
		01/01/2008		F		6760.22
		07/01/2008		F		6946.13
		01/01/2009		F		7154.51
7760	STEAM FITTER & REFRIG WKG SUPVR	CURRENT		F		5874.95
		10/01/2006		F		6109.95
		07/01/2007		F		6277.97
		01/01/2008		F		6466.31
		07/01/2008		F		6644.13
		01/01/2009		F		6843.45
7757	STEAM FITTER SUPERVISOR	CURRENT		F		6141.98
		10/01/2006		F		6387.66
		07/01/2007		F		6563.32
		01/01/2008		F		6760.22
		07/01/2008		F		6946.13
		01/01/2009		F		7154.51
7753	STEAM FITTER WORKING SUPERVISOR	CURRENT		F		5874.95
		10/01/2006		F		6109.95
		07/01/2007		F		6277.97
		01/01/2008		F		6466.31
		07/01/2008		F		6644.13
		01/01/2009		F		6843.45
6529	SUPVG DIGITAL SYSTEMS TECHNICIAN	CURRENT		F		6016.35
		10/01/2006		F		6257.00
		07/01/2007		F		6429.07
		01/01/2008		F		6621.94
		07/01/2008		F		6804.04
		01/01/2009		F		7008.16
7227	WASTEWATER TREATMENT PLANT OPR SUPV	CURRENT		F		5951.06
		10/01/2006		F		6189.10
		07/01/2007		F		6359.30
		01/01/2008		F		6550.08
		07/01/2008		F		6730.21
		01/01/2009		F		6932.12
7856	WATER SERVICE SUPERVISOR	CURRENT		85H	4271.18	5307.00
		10/01/2006		87B	4443.09	5519.73
		07/01/2007		88B	4565.36	5671.18
		01/01/2008		89C	4702.45	5842.09
		07/01/2008		90C	4832.00	6002.82
		01/01/2009		91D	4977.09	6183.09
6121	WELDER-FITTER SUPERVISOR	CURRENT		F		6141.98
		10/01/2006		F		6387.66
		07/01/2007		F		6563.32
		01/01/2008		F		6760.22
		07/01/2008		F		6946.13
		01/01/2009		F		7154.51

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6120	WELDER-FITTER WORKING SUPERVISOR	CURRENT		F		5874.95
		10/01/2006		F		6109.95
		07/01/2007		F		6277.97
		01/01/2008		F		6466.31
		07/01/2008		F		6644.13
		01/01/2009		F		6843.45
6114	WELDER WORKING SUPERVISOR	CURRENT		F		5276.81
		10/01/2006		F		5487.88
		07/01/2007		F		5638.80
		01/01/2008		F		5807.96
		07/01/2008		F		5967.68
		01/01/2009		F		6146.71

Section 2. Step Advances

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

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five

days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

c. Grievances arising out of this section shall be processed as follows:

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

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

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

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

Section 3.

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

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1.

The following classifications shall receive the same bonus amounts for Standby Pay, Relief Bonus, Cogeneration Hydroelectric Operation/Maintenance Bonus and Shift Differential as is paid to classifications in bargaining Unit 401, Plant Operating Engineers.

-- 7202 Assistant Chief Stationary Engineer

-- 7203 Chief Stationary Engineer

-- 7227 Waste Water Treatment Plant Operator Supervisor

All other classes in the unit shall receive the same amounts for the above bonuses as are paid classes in bargaining Unit 411, Building Trades and Skilled Craftsman.

Section 2. Assignment of Additional Responsibilities

Any permanent full-time employee shall be entitled to additional compensation of 5.5% above the established base rate for their classification for the performance of additional responsibilities which are assigned or approved by the Department Head, and approved by the Chief Administrative Officer. This additional compensation shall begin on the first day the additional responsibilities are performed and shall end on the day the additional responsibilities are no longer performed. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 13, Out-of-Class Assignments for the same assignment.

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

Section 3. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift or normal workweek and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 11, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 4. Compensation for Holidays Worked

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

ARTICLE 9 WORK SCHEDULE

Purpose

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

A. Work Week

1. The normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by management.

2. For persons working a post position, the workweek shall average five (5) workdays and at least two (2) consecutive rest days per week exclusive of holidays. Eight (8) consecutive hours of work shall constitute the workday for post position employees. Post position employees will be permitted time to eat on shift when conditions permit.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work

schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Shift changes shall be for a minimum of five (5) consecutive days.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

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

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, management may direct the employee to take off an

equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 10 OVERTIME

Section 1. Compensation

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

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

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

B. Effective July 1, 1996, an employee may elect to accrue up to 30 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked. An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off by an employee subject to

departmental staffing considerations and with prior approval of departmental management.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless Management approves the accrual of such overtime hours.

Section 2. Distribution of Overtime

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

Section 3. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by management.

Section 4.

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

ARTICLE 11 EMPLOYEE BENEFITS

The parties agree that each full-time permanent employee in this unit whose salary is set on the basis of a percentage difference of a class in the Building Trades and Skilled Craftsmen Employee Representation Unit, Unit 411, shall receive the same employee benefits as received by the employees covered under the Memorandum of Understanding for said Unit 411.

The parties agree that each full-time permanent employee in this Unit whose salary is set on the basis of a percentage difference of a class in the Plant Operating Engineers Employee Representation Unit, Unit 401, shall receive the same employee benefits as received by the employees covered under the Memorandum of Understanding for said Unit #401.

All such benefits are agreed to include, but are not limited to, holiday, sick leave, health insurance, retirement, mileage, life insurance, etc.

ARTICLE 12 TOOL REPLACEMENT

Section 1. Tool Replacement

The County will repair or replace hand tools which are broken or damaged in the County service or lost through verified theft from County property, and which tools the employee is required to posses by his department head and are listed by such department head on approved inventory list. Any hand tools replaced shall be replaced with comparable valued hand tools and such damaged or broken tools shall become the property of the County.

Management will replace personal hand tools lost through verified theft from County property provided that such loss is not caused by the employee's negligence.

It is understood that employees will be responsible for taking good care of their tools, bother personal and County, and that they will be held responsible for obvious neglect and misuse. Management reserves the right to review cases where there are repeated or high frequency claims for tool replacement.

ARTICLE 13 UNIFORMS

Section 1.

A minimum of five (5) shirts and five (5) trousers and one (1) jacket will be provided, annually, to each full-time, permanent employee where Management requires that distinctive uniforms be worn by such persons rather than regular work clothes.

Section 2.

Management agrees to replace uniform items on as-needed basis. Management is the sole determinant of the need to replace uniform items.

Section 3.

Current full-time, permanent employees of Bargaining Unit 411 in the Sheriff's Department who are required to wear uniforms and who were initially issued three (3) shirts and three (3) trousers shall be issued, on a one-time only basis, one (1) additional shirt and one (1) additional trouser at the time of the next uniform replacement.

Section 3 shall terminate on June 30, 2002.

ARTICLE 14 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

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

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

Section 2. Conditions

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

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

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

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

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

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

Section 3. Special Provisions

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

B. Nothing in this Article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training (established training programs). Any such training program shall have a specific period of duration. Such training period may be extended, by mutual agreement of the employee and management, if necessary for the employee to complete the program. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

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

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

E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 15 BULLETIN BOARDS

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

A. Union recreational, social and related news bulletins;

B. Scheduled Union meetings;

C. Information concerning Union elections or the results thereof;

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

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

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

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

ARTICLE 16 CONSULTATION

Management will meet with the Joint Council or its credentialed representatives for the sole purpose of consultation when changing or reviewing job specifications or making significant changes in other working conditions of the employee in representation unit. It is understood and agreed that changes or revisions in job specifications will be accomplished in accordance with established Civil Service rules and procedures.

ARTICLE 17 PERSONNEL FILES

An employee or his certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his work performance or conduct if such statement is to be placed in his personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but does not necessarily indicate agreement with it content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official files until the grievance procedure or civil service appeal rights have been exhausted. Grievance under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

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

ARTICLE 18 ACCESS TO WORK LOCATIONS

All credentialed Joint Council representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Joint Council representatives shall comply with the regulations established in this Article, and that Joint Council representatives shall not interfere with work operations of any department or district of the County.

Headquarters Work Locations

When visiting any Department or District headquarters work location, Joint Council representatives shall contact the personnel office prior to entering any work areas. The Joint Council representative shall state the purpose of his visit, i.e., grievance investigation or observation of working conditions. The management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Joint Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Joint Council representative's request, unless otherwise mutually agreed to.

Field Work Locations

Joint Council representatives desiring access to field work locations shall either telephone the appropriate management representative responsible for the district or yard or shall personally contact such management representative upon entering any work location under his supervisor. The management representative contacted may deny access to a work

location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Joint Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Joint Council representative's request, unless otherwise mutually agreed to.

Joint Council Representative List

The Joint Council shall give to each Department or District Head, having employees in the unit, and the Chief Administrative Officer a written list of the names of all authorized Joint Council representatives, which list shall be kept current by the Joint Council. Access to work locations shall only be granted to Joint Council representatives on the current list.

Joint Council Meetings

Joint Council representatives shall fully comply with the procedures and requirements defined in the Director of Personnel's Rule #693 prior to holding any meeting with employees in any Department.

ARTICLE 19 STEWARDS

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of stewards allowed for this Unit. The Joint Council shall give each Department Head having employees in the Unit a written list of the names of employees selected as stewards which list shall be kept current by the Joint Council.

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

Upon entering other work locations, the steward shall inform the cognizant supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available. The steward shall perform the aforementioned duties without loss of pay.

ARTICLE 20 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

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

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

If the Steward is not satisfied with the response of the Safety Officer, a Joint Council Business Representative may consult with the Chief of the Workers' Compensation & Occupational Health Branch of the Department of Personnel or his designate. A representative of such Branch shall investigate the matter and advise the department head and Joint Council of his findings and recommendations, if any.

ARTICLE 21 LEAVES OF ABSENCE FOR UNION BUSINESS

Upon written request of the Employee Representative or the business manager of a major trade covered hereby (Carpentry, Electrical, Pipe or Sheet Metal, etc.), one employee in each major trade shall, where conditions permit, be granted a leave of absence without pay in accordance with Civil Service Rules. Said leave of absence shall not exceed one year, but may be renewed annually. Leaves shall be primarily for the purpose of conducting Union business with the County of Los Angeles.

ARTICLE 22 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

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

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

Section 2 Security Clause:

Any employees in this unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1 through September 30th, in any year of the contract, by notifying the Union of their termination of Union dues deduction.

This does not apply to agency fee payers. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which

dues deductions are to be canceled. The union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3 Agency Shop Election

If at any time during the term of the Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request and agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement as provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If the majority of the employees in the Bargaining Unit, who vote, do not vote in favor of

agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4 Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term, “Agency Shop,” means that every employee represented by this Bargaining Unit shall as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues; or pay a sum equal to the Agency Shop fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) 3 of the Internal Revenue Service Code.

B. Religious Objections

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

paid through payroll deductions to eligible charitable agencies through the Los Angeles County Charitable Giving Program.

C. Agency Shop

It is mutually agreed by the parties that, effective January 1, 2004, this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

E. Union Responsibilities – Hudson Notice

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

F. Implementation

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

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

G. Employee Lists

The County will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, date of hire into the Unit, classification title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller. Such lists shall include new hires, and employees promoted, demoted, or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective date of employees leaving this Bargaining Unit.

H. Indemnification Clause

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

ARTICLE 23 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent department, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 24 EMPLOYEE LISTS

Management will provide each member of the Joint Council a list of all employees in the unit within thirty (30) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than four (4) month intervals when requested by the Joint Council at a reasonable cost determined by the office of the Auditor-Controller.

ARTICLE 25 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Joint Council of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Administrative Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 26 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Joint Council nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors to advocate or urge the adoption and approval if this Memorandum of Understanding in its entirety.

ARTICLE 27 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, strikes, slowdowns, or picketing shall

be caused or sanctioned by the Joint Council, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Joint Council fails to exercise good faith in halting the work interruption, the Joint Council and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 28 PROVISIONS OF LAW

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

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

ARTICLE 29 FULL UNDERSTANDING, MODIFICATION, WAIVER

A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits other than those specifically set forth in the provisions of this agreement or required by Federal, State or County law.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

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

ARTICLE 30 AUTHORIZED AGENTS

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

A. Management's principal authorized agent shall be County's Chief Administrative Officer, or his duly authorized representative (Address: 500 West Temple Street, Los Angeles, California 90012, Telephone: 974-2404) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. Joint Council's principal authorized agent shall be:

1) Executive Secretary, Los Angeles County Building and Construction Trade Council, or his duly authorized representative (Address: 1626 Beverly Boulevard, Los Angeles, California 90026, Telephone: 483-4222);

2) Business Manager of Local 501 or his duly authorized representative (address 2405 West Third Street, Los Angeles, California 90057; Telephone: 385-1561).

ARTICLE 31 HEALTH SERVICES 0UT-OF-CLASS COMMITTEE

Within 60 days of the adoption of this Memorandum of Understanding by the Board of Supervisors and upon the written request of the Building Trades Council, two supervisory employees from this Bargaining Unit shall be allowed to participate in the Out-of-Class Committee which was created pursuant to Article 34, Health Services Out-of-Class Committee of the Building Trades and Skilled Craftsmen Memorandum of Understanding.

This Article is not subject to binding arbitration.

ARTICLE 32 LABOR - MANAGEMENT COMMITTEE

Section 1. Purpose

Within ninety (90) days of the ratification of this agreement, management and Labor shall convene a BU 411/412 Labor-Management Committee to explore and implement agreed solutions to problems of mutual concern including but not limited to:

a. Classification issues

b. Hazardous working conditions

c. Certifications, licensing, and reimbursement of related fees

d. Application of special pay practices

Section 2. Committee Membership

The Committee shall consist of members from the current bargaining team for units 411/412 and management members from the Department of Parks and Recreation, Department of Health Services, Sheriff's Department and the Chief Administrative Office (CAO).

ARTICLE 33 GRIEVANCE PROCEDURE

Section 1 Purpose

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

Section 2 Definitions

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

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

Section 3 Responsibilities

1. Joint Council agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

2. Departmental management has the responsibility to:

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

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

   C. The Joint Council agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific section(s) being grieved, the article(s) violated and the specific remedy requested.

Section 4 Waivers and Time Limits

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

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

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

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

Section 5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with management for purposes of discussing the grievance.

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

3. An employee may represent his grievance to management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his rights because of management imposed limitations in scheduling meetings.

Section 6 The Parties' Right and Restrictions

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

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

3. Management shall notify Joint Council of any grievance involving the terms and conditions of this Memorandum of Understanding.

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

5. If the Joint Council representative elects to attend any formal grievance meeting, he must inform departmental management prior to such meeting. The department may also designate a management representative to be present at such meeting.

Section 7 Procedure

Informal Step

Within ten business days from the occurrence of the matter on which a complaint is based, or within five business days from knowledge of such occurrence, and employee is encouraged to discuss his complaint in a meeting with his immediate supervisor. The supervisor shall verbally reply to the employee's complaint within three business days from the date of the discussion.

Step 1 Supervisor

A. Within ten business days from the date of the informal discussion with the supervisor, or within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his knowledge such occurrence, and employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental management. The employee shall submit two copies to his immediate supervisor and retain the third copy.

B. Within ten business days the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

Step 2 Middle Management

A. Within ten business days from his receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by his department head. The department head has the authority to waive the middle management step if such step is not appropriate because of the size of his department. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.

B. Within ten business days from receipt of the grievance, the middle management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3 Department Head

A. Within ten business days from his receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

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

C. On matters that directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8 Arbitration

1. Within 30 Calendar days from the receipt of the written decision of the department head, or his designated representative, the Joint Council may request that the grievance be submitted to arbitration as provided for hereinafter.

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

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

B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to discharges, reductions, discrimination; nor

C. The interpretation, application merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

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

3. In the event the Joint Council desires to request a grievance, which meets the requirements of paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request for arbitration to the County's Employee Relations Commission with a copy thereof simultaneously transmitted to the Employee Relations Division of the Chief Administrative Office, which request shall:

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

B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty working days from date of receipt of the request for arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.

C. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.

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

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

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

7. The decision of the arbitrator shall be binding upon the Joint Council. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of decision and award requiring legislative action is not taken, the arbitrator's decision and award shall have not force or effect whatsoever. The Joint Council may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition
Purpose
Implementation
Term
Renegotiation
Discrimination
Safety and Health
Payroll Deduction and Dues
Authorized Agents
Provisions of Law

Participation in Health Services Out-of-Class Committee.

.ARTICLE 34 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Joint Council and Management concerning the interpretation or application of any of the provision of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

A. Within sixty (60) calendar days from the occurrence of the matter in which a complaint is based or within sixty (60) calendar days from its knowledge of such an occurrence where either the Joint Council or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set for the proposed resolution sought.

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

B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved; the initiating party shall have the right to meet with the principal representative(s) of the other party who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s)

shall mean its Chief Administrative Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

C. Within 30 calendar days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 18 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 23 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of the employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 23 hereof.

ARTICLE 35 PREGNANCY LEAVE

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

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness of injury.

ARTICLE 36 JURY DUTY

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

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

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

JOINT COUNCIL OF LOS ANGELES COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL & OPERATING ENGINEERS

By _____
Building and Construction Trades Council

By _____
I.U.O.E., Local 501

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVE

By _____
Chief Administrative Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

LOS ANGELES BUILDING AND CONSTRUCTION TRADES COUNCIL

By _____

By _____

By _____

By _____

By _____

By _____

By _____

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By _____

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By _____

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By _____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

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