MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE AUTOMOTIVE AND EQUIPMENT MAINTENANCE AND REPAIR EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 8th day of December, 2015,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")
AND	American Federation of State, County, and Municipal Employees Council 36, Local 119 (hereinafter referred to as "AFSCME Local 119" or "Union").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME Local 119 was certified on February 24, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-12-69) as the majority representative of County employees in the Automotive and Equipment Maintenance and Repair Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME Local 119 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the Unit in the classifications identified in Article 6, Salaries.

Management agrees that it shall recognize AFSCME Local 119, as the exclusive representative of the employees in this unit when County rules, regulations or laws are amended and AFSCME Local 119 has shown it has met the requirements of any such new rules.

ARTICLE 2 NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 119 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions, affiliations or handicapped status.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to 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's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions of Articles; and

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

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

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

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from April 15, 2018 to May 15, 2018, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding with the exception of salary proposals which shall be presented no later than June 1, 2018. Negotiations shall begin thereafter within, but no later than, thirty (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, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

Section 1. Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6041	ASST AUTOMOTIVE EQUIPMENT INSPECTOR	CURRENT	N2	76C	3495.27	4106.36
		10/01/2015	N2	77D	3599.18	4229.36
		10/01/2016	N2	78E	3705.73	4356.27
		10/01/2017	N2	79B	3779.27	4443.09
		04/01/2018	N2	79K	3853.45	4531.82
6045	AUTOMOTIVE EQUIPMENT INSPECTOR	CURRENT		F		5024.64
		10/01/2015		F		5175.38
		10/01/2016		F		5330.64
		10/01/2017		F		5437.25
		04/01/2018		F		5546.00
7461	BODY & FENDER MECHANIC	CURRENT		F		5151.05
		10/01/2015		F		5305.58
		10/01/2016		F		5464.75
		10/01/2017		F		5574.05
		04/01/2018		F		5685.53
6607	EQUIPMENT MAINTENANCE HELPER	CURRENT		70L	2878.00	3564.36
		10/01/2015		72A	2962.00	3669.00
		10/01/2016		73B	3050.45	3779.27
		10/01/2017		73K	3110.09	3853.45
		04/01/2018		74G	3171.36	3929.27
6610	EQUIPMENT MAINTENANCE WORKER	CURRENT	N2	77K	3651.55	4292.09
		10/01/2015	N2	78L	3760.82	4421.18
		10/01/2016	N2	80A	3872.00	4554.00
		10/01/2017	N2	80J	3948.36	4644.91
		04/01/2018	N2	81F	4026.55	4737.64
7472	FIRE EQUIPMENT MECHANIC	CURRENT		F		5675.47
		10/01/2015		F		5845.73
		10/01/2016		F		6021.10
		10/01/2017		F		6141.52
		04/01/2018		F		6264.35
6609	FUEL EQUIPMENT TECHNICIAN	CURRENT	N2	83K	4292.09	5051.27
		10/01/2015	N2	84L	4421.18	5203.27
		10/01/2016	N2	86A	4554.00	5359.00
		10/01/2017	N2	86J	4644.91	5465.91
		04/01/2018	N2	87F	4737.64	5574.64

6012 GARAGE ATTENDANT I	CURRENT		69B	2741.64	3395.27
	10/01/2015		70C	2822.00	3495.27
	10/01/2016		71D	2906.00	3599.18
	10/01/2017		72A	2962.00	3669.00
	04/01/2018		72J	3020.91	3742.45
6014 GARAGE ATTENDANT II	CURRENT		71B	2892.00	3581.73
	10/01/2015		72C	2976.73	3687.36
	10/01/2016		73D	3065.36	3797.82
	10/01/2017		74A	3125.00	3872.00
	04/01/2018		74J	3186.82	3948.36
7434 HEAVY STATIONARY EQUIPMENT MECHANIC	CURRENT		F		5563.66
	10/01/2015		F		5730.57
	10/01/2016		F		5902.49
	10/01/2017		F		6020.54
	04/01/2018		F		6140.95
7496 HELICOPTER MAINTENANCE INSPECTOR	CURRENT		F		7594.40
	10/01/2015		F		7822.23
	10/01/2016		F		8056.90
	10/01/2017		F		8218.04
	04/01/2018		F		8382.40
7492 HELICOPTER MECHANIC	CURRENT		F		6855.65
	10/01/2015		F		7061.32
	10/01/2016		F		7273.16
	10/01/2017		F		7418.62
	04/01/2018		F		7566.99
7430 POWER EQUIPMENT MECHANIC APPRENTICE	CURRENT	N30B	F		5022.28
	10/01/2015	N30B	F		5172.95
	10/01/2016	N30B	F		5328.14
	10/01/2017	N30B	F		5434.70
	04/01/2018	N30B	F		5543.39
7000 POWER EQUIPMENT PAINTER	CURRENT		F		5024.64
	10/01/2015		F		5175.38
	10/01/2016		F		5330.64
	10/01/2017		F		5437.25
	04/01/2018		F		5546.00
7433 POWER EQUIPMENT TECHNICIAN	CURRENT		F		5151.05
	10/01/2015		F		5305.58
	10/01/2016		F		5464.75
	10/01/2017		F		5574.05
	04/01/2018		F		5685.53
7425 POWER EQUIPMENT TECHNICIAN HELPER I	CURRENT	N2	74B	3305.18	3881.55
	10/01/2015	N2	75C	3403.55	3996.82
	10/01/2016	N2	76D	3503.91	4116.55
	10/01/2017	N2	77A	3573.00	4198.00
	04/01/2018	N2	77J	3642.82	4281.64
7427 POWER EQUIP TECHNICIAN HELPER II	CURRENT	N2	77B	3581.73	4208.45
	10/01/2015	N2	78C	3687.36	4334.64
	10/01/2016	N2	79D	3797.82	4465.27
	10/01/2017	N2	80A	3872.00	4554.00
	04/01/2018	N2	80J	3948.36	4644.91

6613 SENIOR EQUIPMENT MAINTENANCE WORKER	CURRENT	N2	81K	4066.18	4784.55
	10/01/2015	N2	82L	4187.82	4928.00
	10/01/2016	N2	84A	4313.00	5076.00
	10/01/2017	N2	84J	4399.55	5177.82
	04/01/2018	N2	85F	4487.45	5281.00
7473 SENIOR FIRE EQUIPMENT MECHANIC	CURRENT		F		5959.30
	10/01/2015		F		6138.08
	10/01/2016		F		6322.22
	10/01/2017		F		6448.66
	04/01/2018		F		6577.63
7494 SENIOR HELICOPTER MECHANIC	CURRENT		F		7198.50
	10/01/2015		F		7828.37
	10/01/2016		F		8063.22
	10/01/2017		F		8224.48
	04/01/2018		F		8388.97

B. Apprentice Rates

Persons employed in classifications shown as being compensated on Note 30B in Section 1. A. above shall be compensated at the applicable monthly rate for each interval of employment on the apprentice or trainee item listed in the attached table entitled "NOTE 30B - TABLE OF APPRENTICES RATES." Advancement to the next interval shall be contingent upon satisfactory performance of tasks and training, as defined on July 1, 1979, by the joint apprentice committee and/or other competent authority as established by the director of personnel.

NOTE 30B - TABLE OF APPRENTICE RATES

ITEM	CLASS	JOURNEY LEVEL	EFFECTIVE DATE	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH
7430	Power Equipment Mechanic Apprentice	4853.95		3033.72	3276.42	3519.11	3761.81	4004.51	4247.21	4489.90	4732.60
		4951.03	10/01/13	3094.39	3341.95	3589.50	3837.05	4084.60	4332.15	4579.70	4827.25
		5050.05	10/01/14	3156.28	3408.78	3661.29	3913.79	4166.29	4418.79	4671.30	4923.80
		5151.05	04/01/15	3219.41	3476.96	3734.51	3992.07	4249.62	4507.17	4764.72	5022.28

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

Section 3. AUTOMOTIVE APPRENTICE NOTE 30B PERCENTAGE TABLE

Apprentice	1st	2nd	3rd	4th	5th	6th	7th	8th
Power Equipment Painter Apprentice	55.0	62.5	70.0	77.5	85.0	92.5		
Power Equipment Mechanic Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5
Body & Fender Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5
Automotive Body Builder Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5

Section 4.

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

ARTICLE 7 SPECIAL PAY PRACTICES

Section 1. Call Back Pay

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 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 8, 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 2. Standby Time

The parties jointly agree to recommend to the County's Board of Supervisors that effective January 1, 2016, that standby pay be.one dollar fifty cents ($1.50) per hour.

Section 3. Shift Premium

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive a per hour bonus of 75 cents for each hour worked during said shifts.

Effective on October 1, 2017 any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive one dollar ($1.00) for each hour worked during said shift.

Section 4. Uniforms

Where Management requires employees in the unit to wear specific and distinctive uniforms, such uniforms will be provided by Management as an initial issue of five (5) shirts, five (5) trousers and one (1) jacket. Management agrees to replace annually up to 5 shirts, 5 pants and 1 jacket as needed.

This section is not intended to deprive an employee of any currently approved uniform benefit.

Section 5. Field Repairs Under Snow Conditions

Persons employed by Department of Public Works who are actively engaged in the field repair of power equipment under snow conditions shall be entitled to an additional seventy-five cents ($.75) per hour above the hourly rate established for their classification in Article 6 of the Memorandum of Understanding.

Section 6. Public Services Duties

In recognition of their public duties and responsibilities any employee in the Fire Department in the classification of Fire Equipment Mechanic, (Item No. 7472), or Senior Fire Equipment Mechanic (Item No. 7473) who is regularly assigned to field repair duties, shall, in addition to the salary established for their classification in Article 6 of the Memorandum of Understanding, receive the sum of sixty cents ($.60) an hour for each hour assigned field repair duties during a month.

Section 7. FAA Inspection Authorization License

Effective July 1, 1990, anyone in the classification of Helicopter Mechanic (Item #7492) who possesses an Inspection Authorization license issued by the Federal Aviation Administration shall be entitled to additional compensation in the amount of five and one half (5.5) percent above the rate for their classification established in Article 6 of the Memorandum of Understanding.

Section 8. Automotive Service Excellence Certificates

A. The parties agree to recommend to the County's Board of Supervisors that effective January 1, 2001, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Technician (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in the area of gasoline engines, diesel engines, drive train, brakes, suspension & steering, electrical systems, heating, ventilation and air conditioning, preventive maintenance, engine repair, automatic transmission/transaxle, and engine performance, shall be entitled to an additional twenty-five cents ($.25) per hour for each such valid ASE certificate.

Employees in the aforementioned classifications who possess the valid qualifying ASE certificates are eligible to receive additional compensation for either the ASE certificates for automobile or the equivalent ASE for medium/heavy trucks, but not for both.

Effective January 1, 2016, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Mechanic Technician (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in the area of Light Duty Hybrid/Electric (L3), and Compressed Natural Gas (F1) shall be entitled to an additional twenty-five cents ($.25) per hour for each valid ASE certificate.

Effective January 1, 2016, Department of Public Works shall discontinue additional compensation of Automotive Service Excellence Certificate, Drive Train(T3) and (A3). Those employees who currently possess the valid qualifying Drive Train (T3) and (A3) ASE certificate shall continue to receive additional compensation until the certificate expiration date.

B. A permanent, full-time employee in the classifications of Fire Equipment Mechanic (Item 7472) and Senior Fire Equipment Mechanic (Item 7473) who possess valid Automotive Service Excellence Certificates (ASE) for medium/heavy trucks in the area of gasoline engines(T1), diesel engines(T2), drive train(T3), brakes(T4), suspension & steering(T5), electrical systems(T6), heating, ventilation, and air conditioning(T7), and preventive maintenance inspection(T8) shall be entitled to an additional twenty-five cents ($.25) per hour for each such valid ASE certificate.

Effective January 1, 2016, the Fire Department shall include the following Automotive Service Excellence Certificates (ASE) in the areas of Electric/Electronic System Installation & Repair (E2), and Electronic Diesel Diagnosis Specialist Certification (L2) and such Fire Department classification(s) shall be entitled to an additional twenty-five cents ($.25) per hour for each such valid ASE certificate.

Section 9. Commercial Truck Driver License Bonus

Upon implementation of this Memorandum of Understanding (MOU), not withstanding any other provision of this agreement, persons in this bargaining unit who, with the approval of Management, possess, obtain or renew a class "A" or "B" motor vehicle license, that is not a requirement for the class in which they are employed, will receive a three percent (3%) bonus higher than that established for such classifications in Article 6, Section 1A of this MOU.

ARTICLE 8 OVERTIME

Section 1. Compensation

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

A. 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 work week for a regular County holiday will be counted in calculating hours worked for overtime purposes.

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

B. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

C. With the approval of departmental management, an employee in the Bargaining Unit may elect to accrue up to 50 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked. This will be used at the rate of 1 ½ or 75 hours.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval by departmental management.

Management may direct an employee to use his/her accumulated compensatory time provided the employee is given thirty days calendar notice.

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

Section 2. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions

of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 3. Distribution of Overtime

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

Section 4. Management Authority

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

ARTICLE 9 EMPLOYEE BENEFITS

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

ARTICLE 10 BULLETIN BOARDS

Management will furnish AFSCME Local 119 reasonable bulletin board space in appropriate work locations. The Board shall be used only for the following subjects:

A. AFSCME Local 119 recreational, social and related news bulletins;

B. Scheduled AFSCME Local 119 meetings;

C. Information concerning AFSCME Local 119 elections or the results thereof;

D. Reports of official business of AFSCME Local 119 including reports of committees or the Board of Directors; and

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

Prior to posting, any material shall be initialed by an authorized representative of AFSCME Local 119.

In cases where AFSCME Council 36 represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by AFSCME Council 36 at that work location.

ARTICLE 11 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. AFSCME Local 119 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisors, the employee has the right to submit the matter in writing either personally or through 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, either an AFSCME Local 119 business agent or the Union President may consult with the Chief of the Health, Safety, Disability and Benefits Division of the Department of Human Resources or his designate. A representative of such branch shall investigate the matter and advise the department head and AFSCME Local 119 of his findings and recommendations, if any.

Section 2. First Aid Kits

The Departmental Safety Officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities. Contents of the kit will be as follows:

A. Instruments and Equipment

1. Scissors, bandage, 4", blunt end, nickel-plated - 1 each
2. Forceps, splinter, 3 ½" in length, serrated needle points - 1 each
3. Tourniquet, Type D Army - 1 each
4. Splint, inflatable, G-Splint-Arm, Curity, with Tube - 1 each
5. Blanket, rescue, 56" x 84" - 1 each
6. Cold Pak, instant - 2 each
7. Instructions, general first aid, affixed to inside of cover - 1 each

B. Dressings and Bandages

1. Eye dressing packet containing 4 sets of adhesive strips and 4 sterile pads - 1 each
2. Gauze compress, 3" x 3", 4 to a package - 1 each
3. Triangular bandage, sterile, 40" - 2 each
4. Bandage compress, 4" - 3 each
5. Bandage compress, 3" - 3 each
6. Bandage compress, 2" - 2 each
7. Adhesive bandage, 1", plastic, with Telfa pad, sterile, 16 per package - 2 each

C. Medications

1. Wound cleansing and degreasing pad, (alcohol prep pads, Webcol) 10 pads per package - 1 each

2. Sting-Kill swabs, ½ cc, sterile, 10 swabs per package - 1 each

3. Tincture green soap N.F., 10 cc vials, 3 vials per container and gauze pads, 3" x 3", sterile, 4 pads per container - 1 each

Section 3.

Management and AFSCME Local 119 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety & Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4. Safety Committee

Within 60 days after the effective date of this Memorandum of Understanding, management will meet with Union representatives to establish departmental safety committees whose sole purpose shall be to make mutual recommendations to management concerning matters of safety in County facilities where persons covered by this agreement are assigned. Each departmental committee shall consist of two management representatives and two Union representatives, the latter to be selected by the Union.

The committee shall meet quarterly unless mutually waived. Each meeting must be preceded by adequate notice of ten (10) business days and a written agenda. The meeting shall be waived if no notice and written agenda is provided by either party.

ARTICLE 12 WORK SCHEDULES

Section 1. Shift, Lunch and Rest Periods

It is agreed and understood that each employee covered hereunder shall be assigned an 8-hour working shift, unless otherwise agreed to, which shall be exclusive of a 30-minute lunch period. Two 15-minute rest periods, one scheduled during each half of the assigned shift, shall be included in the 8-hour working shift. A fifteen minute break will be allowed following 2 hours of overtime provided work is anticipated to last for at least one additional hour following break.

Section 2. Workweek

The workweek for employees in this unit is 40-hours of work in a seven consecutive day period as defined by management. Normally, the workweek will consist of five - 8 hour days, Monday through Friday.

Section 3. Shift Change

Except for emergencies, employees' work schedules shall not be changed without notice to the employee at least five (5) working days before the change is to be implemented. If an employee's work schedule is changed on less than 24 hours' notice because of storm duty, the employee may be permitted, if work is available in the employee's classification, to work to the end of the employee's regularly scheduled shift. This section is not operative if the work schedule is changed because of storm duty to a 12-hour on, 12-hour off schedule.

Section 4. Work Location

Except for emergencies, employees' permanent work location shall not be changed without notice to the employee at least ten (10) working days before the change is to be implemented. Work location means an automotive repair shop or shops at a geographic site.

Section 5. Emergencies

Nothing herein shall limit the authority of the department or district head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. Emergency as used herein is defined to mean an occurrence developing suddenly and unexpectedly, requiring immediate action to protect life, safety, health or property.

Section 6. Alternative Work Schedules

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

ARTICLE 13 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

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

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

Section 2. Conditions

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

Appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid; return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or pay the employee the bonus.

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

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

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.

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

ARTICLE 14 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

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

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

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

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision in paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

For employees on higher level assignments of 2 weeks and 1 day, the additional compensation shall begin on the first day the additional responsibilities are assigned by Management and shall end on the day the additional responsibilities are no longer performed.

In no event shall an employee receive compensation pursuant to this Section and receive out of class bonus pursuant to Article 13 for the same assignment.

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

ARTICLE 15 CHANGE OF ASSIGNMENT

Permanent full-time employees in the Unit who received at least a competent rating on their last performance evaluation and who desire to be assigned to a different work location(s) in their department may submit a written request for such assignment listing the specific work location requested to their department's personnel office. For purposes of this Article, each hospital in the Department of Health Services shall be considered to be a department.

Requests submitted during the window period January 1 through January 31 will be granted priority status and will be addressed in seniority order. Requests for change of assignment submitted after January 31 shall be listed after the above requests in order of receipt. Each employee will be permitted to maintain 3 transfer requests on file. An employee transferred in accordance with this procedure may not submit a request for another new assignment until the next window period but will not be considered for voluntary transfer until a minimum of twelve (12) months have passed since the transfer. Management will submit to AFSCME, Local 119, a copy of all requests submitted during the window period.

When Management decides to fill a vacancy by transferring a current employee to such vacancy, Management shall review the requests for transfer currently on file. Management will then select one of the three (3) most senior qualified employees who would not need additional training. For purposes of this Article, seniority shall be defined as the total amount of continuous service in the classification and within the department. Management will notify AFSCME, Local 119, prior to filling any vacancy where a transfer request has been made.

Management shall provide AFSCME Local 119 a list of all work locations at all facilities where work is performed by employees represented by AFSCME, Local 119. During emergencies, the provisions of this Article shall be applied only to the degree practicable. When new facilities are instituted, the right to assignment changes under this Article shall be limited to the extent necessary to maintain an adequate, experienced work force in the remaining facilities.

ARTICLE 16 PERSONNEL FILES

An employee, or 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 the employee was hired.

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

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

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one 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 the contents of the sealed enveloped will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) 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.

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

ARTICLE 17 PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or $100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

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

3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.

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

ARTICLE 18 TRAINING

Section 1.

It is the intent of Management to allow employees in this Unit to attend in-service training and job-related seminars when Management determines it is both appropriate and work load will permit.

Section 2.

During the term of this Memorandum of Understanding, the Union and departmental management shall select one training monitor per department for each of the following classifications in a department: 7492 - Helicopter Mechanic, 7472 - Fire Equipment Mechanic, 7433 - Power Equipment Mechanic, and 6610 - Equipment Maintenance Worker. The training monitor is responsible for meeting quarterly with his/her respective departmental management to discuss, evaluate, and monitor the training needs of Bargaining Unit employees in the classification he/she has been selected to monitor.

The provisions of this Section shall only apply to the departments of Fire, Health Services, Public Works, and Sheriff.

Section 3.

Directed mandatory training, excluding travel time, shall be treated as hours worked.

ARTICLE 19 TOOLS

Section 1.

Management agrees to provide all tools for the positions in the following classes:

Assistant Automotive Equipment Inspector
Automotive Equipment Inspector
Equipment Maintenance Helper
Equipment Maintenance Worker
Garage Attendant I
Garage Attendant II
Power Equipment Mechanic Helper I
Power Equipment Mechanic Helper II
Senior Equipment Maintenance Worker
Tire Repair Worker

Any tool furnished an employee by Management shall remain County property.

Section 2.

The following classes shall continue to furnish their own hand tools:

Automotive Body Builder
Automotive Body Builder Apprentice
Body and Fender Apprentice
Body and Fender Mechanic
Fire Equipment Mechanic
Heavy Stationary Equipment Mechanic
Helicopter Mechanic
Power Equipment Mechanic
Power Equipment Mechanic Apprentice
Power Equipment Painter
Power Equipment Painter Apprentice
Senior Helicopter Mechanic

Section 3.

Management shall furnish power tools, specialized tools and heavy duty size tools.

Section 4.

Employees hired subsequent to July 1, 1976 to positions in those classifications listed in Section 2 above shall be required to furnish their own metric sized hand tools.

Employees who held permanent status in this Unit prior to July 1, 1976 shall not be required to furnish their own metric sized hand tools.

Section 5.

A. Employees will be responsible for taking proper care of their personal tools and County tools and will be held responsible for obvious neglect or misuse.

B. Management agrees to repair or replace personal hand tools and power tools, including personal hand tools modified with prior Management approval, which are broken or damaged in County service. Any tool replaced shall be replaced with a comparable value tool. The damaged or modified personal hand tool that is replaced shall become the property of the County.

C. Management will replace personal hand tools lost through verified theft from County premises, provided that such loss is not caused by the employee's negligence. Verification of theft shall include at least a report filed with the appropriate law enforcement agency having jurisdiction.

D. Claims for repair or replacement of personal hand tools submitted under Paragraph B or C of this Section will be honored only for tools which have been listed on an appropriate inventory form filed with Management. Management reserves the right to review cases where there are repeated or high frequency claims for tool repair or replacement.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

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

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. AFSCME, Local 119, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor.

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

2. Departmental Management has the responsibility to:

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

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

3. AFSCME, Local 119, agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 4. Waivers and Time Limits

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

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

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

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

Section 5. Employee Rights and Restrictions

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

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

An employee may present his/her 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/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

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

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

3. Management shall notify AFSCME, Local 119 of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The AFSCME, Local 119 representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the AFSCME, Local 119 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Step 1. Supervisor

A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

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

Step 2. Middle Management

A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by the employee's department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his/her department.

The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

B. Within ten (10) business days from receipt of the grievance the middle management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Step 3. Department Head

A. Within ten (10) business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

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

therefore to the employee. However, the department head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to the Union representative.

C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the department head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the department head, or his/her designated representative, AFSCME, Local 119 may request that the grievance be submitted to arbitration as provided for hereinafter.

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

A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by 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 Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

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

3. In the event AFSCME, Local 119 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected.

   The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

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

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

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

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

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

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

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

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 21 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 20, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.

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

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

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

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

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

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

B. The parties agree that (1) no stenographic record of the hearing will be made, (2) there will be no representation by counsel, and (3) there will be no post hearing briefs.

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

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

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

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

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

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

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

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 22 STEWARDS

It is agreed and understood by the parties to the Memorandum of Understanding that not more than one (1) Steward may be appointed for each forty (40) employees at a County facility. AFSCME Local 119 shall give each department head having employees in the Unit a written list of the names selected as Stewards which list shall be kept current by AFSCME Local 119.

AFSCME Local 119 agrees that whenever investigation or the processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. The President, Chief Steward or any other Steward desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Not more than one of the above listed Officers and/or Stewards shall investigate or process any grievance through the second step of the grievance procedure (Article 20).

Upon entering other work locations, the Steward shall inform the cognizant supervisor of the nature of 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 President, Chief Steward and Steward shall perform the aforementioned duties without loss of pay.

Properly designated Officers and Stewards of AFSCME Local 119 will not be reassigned by Management without 30 calendar days' notice unless agreed to by the employee, except in case of emergency.

ARTICLE 23 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME Local 119 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

A. Within thirty (30) calendar days from the occurrence of the matter on which a complaint is based or within thirty (30) calendar days from its knowledge of such an occurrence where AFSCME Local 119 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME Local 119 may request in writing that a meeting to be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME Local 119 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his authorized representative.

C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 20, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 20, of this Memorandum of Understanding.

It is further understood that this article is not intended as a substitute or alternative for the grievance procedures set forth in Article 20, of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the right of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedure set forth in Article 20 hereof.

ARTICLE 24 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

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 employee in this unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1st through September 30th, in any year of the contract by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee's name, employee number, job classification, department name, and name of Union from which dues deductions are to be canceled.

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

Section 3. Agency Shop Election

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

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

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, then 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 a 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 an Agency Shop Fee; 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 available through the Los Angeles County Charitable Giving Program.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. 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 (1985). Such notice and procedure shall be provided to non-member agency fee payers for each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. 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 department payroll office.

If the form is not completed and returned with 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 dates 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 arise as a result of the application of the provisions of this Article.

ARTICLE 25 ACCESS TO WORK LOCATIONS

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

Headquarters Work Locations

When visiting any department or district headquarters work location, Union representatives shall contact the personnel office prior to entering any work areas. The Union representative shall state the purpose of 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 Union 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 Union representative's request, unless otherwise mutually agreed to.

Field Work Locations

Union representatives desiring access to field work locations shall either telephone the appropriate Management representative responsible for the district, division or yard or shall personally contact such Management representative upon entering any work location under his supervision. 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 Union 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 Union representative's request, unless otherwise mutually agreed to.

Union Representative List

The Union shall give to each department or district head having employees in the Unit a written list of the names of all authorized Union representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union representatives on the current list.

ARTICLE 26 LEAVE OF ABSENCE FOR UNION BUSINESS

Not more than one employee covered hereby, at written request of AFSCME, Local 119 and subject to Civil Service Rules, shall be granted a leave of absence without pay not to exceed one year for the purpose of conducting AFSCME Local 119 business with the County of Los Angeles.

The provisions of this Article do not apply to probationary and temporary employees.

ARTICLE 27 CONTRACTING OUT

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) or of any invitation for bids, or the extension or modification or changes to any existing contract, the Department shall provide copies of all documents mentioned herein to AFSCME, Local 119 and in coordination with the Chief Executive Office Employee Relations Division shall offer to meet and consult with the Union and respond to requests for information within ten (10) business days, unless mutually waived.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

The Chief Executive Office shall issue an annual reminder to all county Departments to provide notice to the Union prior to the release of a Request for Proposal (RFP) or the extension or modification of an existing contract.

ARTICLE 28 EMPLOYEE LISTS

Section 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 6, Salaries. Such master list may be furnished by Management when requested by Local 119 no more than four (4) times a year. Local 119 is entitled to one list at no charge each year of the agreement. Local 119 shall pay to the County $100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing. Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 119 with the first master list without charge.

Upon Local 119's request the County will provide the master list in computer tape format following Local 119's payment to the County of an initial $500.00 programming fee.

Section 2.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 119 which will advise such employees that AFSCME Local 119 is the certified majority representative of the Unit.

ARTICLE 29 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither AFSCME Local 119 nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of the Memorandum of Understanding in its entirety.

ARTICLE 30 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.

B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 119 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME Local 119 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 119 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME Local 119 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

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

D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

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

ARTICLE 31 CONSULTATION

Section 1.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

Section 2.

Within 90 days of the effective date of this Memorandum of Understanding, the Department Head or his/her representative shall, upon request, consult with the President and Vice President or Chief Steward and the senior steward in the affected department regarding the implementation of other than a five-day, eight-hour workweek at selected facilities employing persons represented by AFSCME Local 119.

Subsequent consultations on this subject shall be held no more frequently than once quarterly during the term of this agreement.

ARTICLE 32 PROVISIONS OF LAW

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

ARTICLE 33 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

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

ARTICLE 34 MANAGEMENT RIGHTS

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

ARTICLE 35 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and

b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give a ten (10) business day notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re employment list, the Department of Human Resources and Department Management will make every effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

ARTICLE 36 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME Local 119 representatives shall participate in new employee orientation for the sole purpose of providing employee information regarding Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 37 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Agreement:

A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. Local 119's principal authorized agent shall be its President or his duly authorized representative (Address: 514 Shatto Place 3rd Floor, Los Angeles, California 90020; Telephone: (213) 487-9887).

ARTICLE 38 JOINT LABOR MANAGEMENT COMMITTEE (JLMC)

Section 1. Purpose

The parties will establish a Joint Labor Management Committee to address issues of mutual concern, which have a substantial county wide impact on employees in this Bargaining Unit.

Section 2. Committee Membership

The Joint Labor - Management Committee shall consist of management representatives from Health Services, ISD, Fire, Sheriffs, Public Works, the Chief Executive Office or designee and employee representatives in Bargaining Unit 421, unless otherwise agreed upon. Management representatives will be designated by the Chief Executive Office. Employee representatives will be designated by the Union. During the term of this MOU, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations and commence within thirty (30) days of the ratification of this contract

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

It is understood by the parties that the provisions of this Article do not waive rights provided for in the Los Angeles County Employee Relations Ordinance.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing the Unit shall be appointed by the Union.

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

The committee shall have the authority to develop its own internal procedures, including ground rules, the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

Section 3. Contracting Services

Upon request of the union, the committee shall meet for the purposes of discussing contracting services, which are also performed by permanent employees whose classifications are contained in this unit.

The committee shall look at all benefits that can be attributed to contracting the work in. During the term of this agreement, as positions are vacated, the committee will work to assure that those vacated positions are filled rather than contracting out additional work.

The County shall respond to information requests initiated by the unit representatives to address the subject matter.

ARTICLE 39 CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 119 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit. All matters affecting employee relations, including those that are not subject to negotiations are subject to consultation prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

ARTICLE 40 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 20, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 20, Section 8, can be submitted to grievance mediation. Both AFSCME Local 119 and Management must mutually agree to submit a qualifying grievance to grievance mediation.

3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 119 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practical consistent with the mediator's schedule.

4. The parties agree that no stenographic record of the session will be made; there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by

Management, Local 119 and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal and/or concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provision of this Article shall not be subject to arbitration.

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

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 36, LOCAL 119

By_____
ANDREAS JUNG
Chief Negotiator

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVE

By_____
SACHI A. HAMAI
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (CONTINUED)
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 36, LOCAL 119

By_____

By_____

By_____

By_____

By_____

By_____

By_____

By_____

By_____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT REPRESENTATIVES

By_____

By_____

By_____

By_____

By_____

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS