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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 5th day of July, 2005,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County"),
AND	LOS ANGELES COUNTY LIFEGUARD ASSOCIATION (hereinafter referred to as "LACOLA" or "Union")

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ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Lifeguard Association (LACOLA) was certified on April 27, 1977 by County's Employee Relations Commission (Employee Relations Commission Petition No. 139) as the majority representative of County employees in the Beach Lifeguard Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Los Angeles County Lifeguard Association as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission:

Item No.	Title
2923	Ocean Lifeguard
2924	Ocean Lifeguard Specialist
2930	Junior Lifeguard Coordinator
2948	Lake Lifeguard, Parks and Recreation
2949	Senior Lake Lifeguard, Parks and Recreation

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

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to 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 Los Angeles County Code, required to implement the full provisions of Articles; and

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

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

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.

Notwithstanding the above, the provisions of Article 21, Management Rights, which differs from Section 5 of the Employee Relations Ordinance shall be implemented only by mutual agreement of the parties.

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 January 1, 2005. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2007.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from August 1, 2007 through September 1, 2007, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or September 1, 2007 whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2007, unless the parties mutually agree to continue negotiations.

The parties agree to limited economic re-openers from April 1, 2006 through May 30, 2006 on general salary movement, salary structure changes, and operational issues.

ARTICLE 6 NON-DISCRIMINATION

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

ARTICLE 7 AFFIRMATIVE ACTION PROGRAMS

Management of the Fire Department agrees to consult with designated representatives of the LACOLA regarding departmental affirmative action programs. Further, the parties agree that consultation shall take place prior to the implementation of such programs.

ARTICLE 8 SALARIES

Section 1. Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2930	JUNIOR LIFEGUARD COORDINATOR	CURRENT		79H	3634.09	4509.64
		05/01/2005		80J	3742.45	4644.91
		12/01/2005		81F	3816.36	4737.64
2948	LAKE LIFEGUARD,PARKS & RECREATION	CURRENT		66H	2566.91	3179.09
		05/01/2005		67J	2642.91	3273.27
		12/01/2005		68F	2695.18	3337.91
2923	OCEAN LIFEGUARD	CURRENT		74L	3202.27	3967.45
		05/01/2005		76A	3297.00	4086.00
		12/01/2005		76J	3362.45	4167.45
2924	OCEAN LIFEGUARD SPECIALIST	CURRENT		81H	3834.91	4761.09
		05/01/2005		82J	3948.36	4904.00
		12/01/2005		83F	4026.55	5001.82
2949	SENIOR LAKE LIFEGUARD,PARKS & REC	CURRENT		75J	3273.27	4056.27
		05/01/2005		76K	3370.64	4177.64
		12/01/2005		77G	3436.64	4260.73

Section 2. Step Advances

A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one 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/her department head in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If aid Evaluation is competent or better, the employee shall be granted a step advance effective to his/her 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 Office. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources Office, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

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

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

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

Section 3.

The parties agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were jointly determined independently of race, gender, age or national origin.

Section 4. Sick Leave Accrual Exchange

The parties further agree to recommend jointly to the County's Board of Supervisors that employees shall earn and accrue full-pay sick leave and be paid for unused full-pay sick leave as provided in Article 12, Sick Leave of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO.

1. Employees in this Unit shall be credited with full-pay sick leave to a maximum of eight days per calendar year.

2. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to two additional sick leave days on July 1, -2005, July 1, -2006; and July 1, -2007 in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

3. In no event shall this Section apply to Ocean Lifeguard or Lake Lifeguard, Parks and Recreation.

Section 5. One Time Bonus

All permanent full-time employees covered by this Memorandum of Understanding shall receive by separate payroll warrant, a one-time-only lump sum payment of twenty five hundred dollars ($2,500) effective March 1, 2005.

ARTICLE 9 PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay 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 10 SPECIAL PAY PRACTICES

Section 1. Call Back Pay

Whenever an employee who is scheduled on a minimum 40-hour workweek is unexpectedly ordered by his/her department head or designated management representative to return to work following the termination of his/her normal work shift or workweek and departure from his/her 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 the provisions of Article 11, Overtime.

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

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her 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.

Section 2. Additional Compensation

Whenever an employee covered herein is required to supervise other employees as part of his/her regular duties, he/she shall receive compensation pursuant to Section 6.l0.070, of the Los Angeles County Code.

Section 3. Underwater Recovery Unit Pay

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement by amending applicable ordinances that a maximum of 24persons employed as Ocean Lifeguard Specialist (Item No. 2924A or 2924B) and a maximum of 13 persons employed as Senior Lake Lifeguard, Parks and Recreation (Item No. 2949) or Supervising Lake Lifeguard, Parks and Recreation (Item No. 2950) who are regularly assigned to an underwater recovery team and actively engaged in diving operations shall be entitled to compensation at a rate of two schedules higher than that established for their positions.

Section 4. Catalina Island Assignment Pay

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement by amending applicable ordinance that persons employed on positions herein who are assigned on a regular basis to beach and rescue boat operations

on and around Catalina Island and during such assignment are required to reside on Catalina Island shall be entitled to compensation at a rate four schedules higher than that established for their position for the duration of such assignment.

Section 5. Paramedic Pay

A. In addition to salaries set forth in the Salary Article of this Memorandum of Understanding, effective November 1, 1997 employees certified by the Department of Health Services as paramedics shall be eligible to receive a paramedic skill bonus of 6 standard salary schedules, when assigned to work on a regular basis on a paramedic Mobil Intensive Care Unit (MICU) based at Avalon Harbor or Isthmus Cove.

B Those employees assigned on a relief basis shall be compensated on a pro rata basis for actual hours worked as a paramedic at the above named locations.

Section 6. Additional Compensation - Emergency Medical Technician I Training or Emergency Medical Technician-P Training

Effective May 1, 2005, in addition to the salaries set forth in the Salary Article of this Memorandum of Understanding, employees covered by this agreement shall receive a bonus equal to forty-four (44) standard salary levels, for Emergency Medical Technician I or Emergency Medical Technician - P certification. This bonus shall be considered as wages for all purposes.

Departmental management shall, for all recurrent Ocean Lifeguards and Ocean Lifeguard Specialists who have worked 180 days or 1440 hours in the preceding rating period, and are required by Management to be certified, provide Emergency Medical Technician I recertification and shall pay tuition costs for said recertification. Management shall approve and coordinate Emergency Medical Technician I Training Program curriculum and employee attendance at such training pursuant to departmental guidelines.

Section 7. Reporting Time

When a Recurrent Lifeguard reports for his/her assigned shift or as otherwise directed by departmental management and work is not available, as determined by departmental management, the employee will be paid a minimum of two hours at the straight time rate. If the employee is assigned to work and subsequently sent home before completion of his/her assigned shift, he/she will be paid for all hours worked at the straight time rate per the County Code, except when such assigned shift is ordered terminated by departmental management due to inclement weather, the employee shall receive a minimum of 4 hours at the straight time rate as defined in the County Code.

Section 8. Acting Captain

An Ocean Lifeguard Specialist who is assigned to perform all of the duties of the position of Captain, Lifeguard Services, Fire or Rescue Boat Captain, on a full-time basis is entitled to receive additional compensation in the form of a bonus (Acting Captain Bonus) in accordance with the following provisions:

1) Eligibility for the Acting Captain Bonus shall not begin until the 30th calendar day of the assignment. Once said eligibility has been achieved, the bonus shall be payable retroactive to the first day of the assignment and shall extend through the duration of the assignment.

2) The amount of the Acting Captain Bonus shall be equal to the difference of the Ocean Lifeguard Specialist's current salary and the salary he/she would have received if the employee were actually employed or reemployed on a monthly recurrent basis to a Captain, Lifeguard Services, Fire or Rescue Boat Captain position. The amount shall be determined by taking into account the employee's past earnings history while acting as a Captain, Lifeguard Services, Fire recurrent or Rescue Boat Captain, recurrent, as though the employee had actually been employed in those positions.

3) An Ocean Lifeguard Specialist who has been receiving the Acting Captain Bonus is entitled to a step advancement as an Ocean Lifeguard Specialist in accordance with Article 8, Section 2(A). After each 12 months of aggregate service in the assignment of Acting Captain, Lifeguard Services, Fire, or Rescue Boat Captain the Ocean Lifeguard Specialist is also entitled to have the Acting Captain Bonus adjusted to reflect step advances as if he/she had been appointed to Captain, Lifeguard Services, Fire, or Rescue Boat Captain, on a monthly recurrent basis.

4) Upon promotion to a permanent Captain, Lifeguard Services, Fire or Rescue Boat Captain position, the Unit member's step placement shall be determined by including aggregate service as Acting Captain, Lifeguard Services, Fire, or Rescue Boat Captain.

Section 8. Swim Proficiency Bonus

Permanent full-time bargaining unit employees shall receive a $400 bonus upon successful completion of the winter re-check as follows:

1) In 2005, permanent employees in the Unit must complete a 550 yard swim test in ten (10) minutes or less.

2) In 2006 and each year thereafter, permanent employees in the Unit must complete a 550 yard swim test in nine (9) minutes or less.

ARTICLE 11 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 by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday or compensatory time off will be counted in calculating hours worked for overtime purposes.

B. The County will pay employees for any overtime worked at a rate of one and one-half (1½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Section 2. Usage of Non-FLSA Earned Compensatory Time

A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days notice or be denied a timely request to take such time off.

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

B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Distribution of Overtime

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

Section 4. 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 5. Department Head Authority

Department heads may pay overtime to exempt employees in lieu of compensatory time off when the department head deems it essential to the effective operation of the department and its mission, subject to approval of the Chief Administrative Office.

ARTICLE 12 EMPLOYEE BENEFITS

Section 1.

The parties agree jointly to recommend to County's Board of Supervisors, for adoption and implementation by amendment to the applicable ordinance, the same employee benefits as those provided for the majority of employees. For purposes of this section, said benefits are limited to those benefits commonly accepted to be uniform for all groups of 40-hour per week County employees, such as holidays, vacations, sick leave, health and dental insurance, severance pay, and life insurance except as delineated below as Vacation Settlement.. Equivalent benefits for County employees who work other than a 40-hour week are also included, provided, however, that only those retirement benefits negotiated and adopted for safety members shall be applicable to safety employees in this Unit.

Section 2.

Effective July 1, 1997, an Ocean lifeguard (recurrent) or Ocean Lifeguard Specialist (recurrent), who has accumulated a total of 1600 hours of active service and has also established eligibility for advancement to the second step of the salary range for Ocean Lifeguard, shall be awarded a lump sum of 64 hours of vacation and thereafter begin accruing vacation at the rates established in County Code Section 6.18.040.

When an Ocean Lifeguard (recurrent) or Ocean Lifeguard Specialist (recurrent), who has achieved eligibility for "first vacation", is appointed to a permanent Ocean Lifeguard Specialist position, the employee will retain the same vacation accrual eligibility that applied to his/her Ocean Lifeguard (recurrent) or Ocean Lifeguard Specialist position.

Section 3. Vacation and Holiday Time

The Departments will continue the practice of not requiring the safety employees in this Unit to take off vacation or holiday time.

a. Vacation Time

Any permanent 40-hour safety employee whose sum of current and deferred vacation balance is in excess of 480 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option, with prior approval of management.

Effective December 31, 2005, all 40-hour permanent safety employees will be paid for vacation hours over 320 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

b. Holiday Time

Any permanent 40-hour safety employee who has a holiday balance in excess of 264 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. The time is available for use by the employee at his/her option, with prior approval of management.

Effective December 31, 2005, all permanent 40-hour safety employees in this Unit will be paid for all holiday hours over 176 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

ARTICLE 13 BULLETIN BOARDS

Management will furnish LACOLA bulletin board space not to exceed 17" x 27" at locations where employees covered herein are employed. The boards shall be used only for the following subjects:

A. LACOLA recreational, social and related news bulletins;

B. Scheduled LACOLA Meetings;

C. Information concerning LACOLA elections or the results thereof;

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

E. Any other written material which first has been approved and initialed by the department head or his authorized representative.

Prior to posting, all material shall be initialed by an authorized representative of LACOLA.

In cases where LACOLA 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 LACOLA at the work location.

ARTICLE 14 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make a reasonable effort to provide and maintain a safe and healthy place of employment. LACOLA will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his/her Area Representative to the departmental safety representative.

On any matter of safety or health that is not resolved by the departmental safety representative within a reasonable period of time, the Area Representative may confer with the departmental safety representative who will respond in writing.

If the Area Representative is not satisfied with the response of the departmental safety representative, a LACOLA director may consult with the Chief of Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his designated representative. The representative of this branch shall investigate the matter and advise the Department Head and LACOLA of his findings in the case and his recommendation, if any.

Section 2.

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

Section 3.

Management and LACOLA mutually agree that no underwater recovery operations using SCUBA will commence without at least two regular compensated members of the UNDERWATER RECOVERY UNIT. This does not prohibit the use of additional uncompensated auxiliary members of the Unit that are certified by the Department Diving Officer. No employee will be assigned underwater recovery operations with SCUBA without first volunteering except regular compensated members.

Section 4.

Notwithstanding Section 3, if in the judgment of the employee a life threatening situation requires his immediate response, he may choose to unilaterally waive restriction set forth in Section 3.

Section 5.

It is mutually agreed that the foregoing does not intend to limit a regular U.R.U. member from dives that are for training purposes if accompanied by a certified auxiliary member or departmentally certified reserve diver on Catalina Island (Item #9316).

ARTICLE 15 WORK SCHEDULES

Section 1.

Any change of work location, workweek or daily shift time shall require a prior notice of five (5) working days to the concerned employee who is scheduled on a minimum 40-hour workweek. However, nothing herein shall limit the authority of Management to make assignments to different shifts for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2.

The workweek for full-time lifeguards in the Unit is 40 hours of work in a seven consecutive day period as defined by Management.

Section 3.

During the term of this agreement, the workweek for Ocean Lifeguard Specialists assigned to beach sites beginning the second workweek in April through the end of the first workweek in October shall be four days per week, ten hours per day. This schedule does not preclude Management from assigning other personnel to this or a similar work schedule.

Section 4.

Nothing herein shall limit the authority of Management to make temporary assignments to different work locations for the purpose of meeting varying crowd, surf or weather conditions.

Section 5. Division Seniority

Effective September 1, 1998, credit for seniority will be based on: regular working time and time lost from regular work due to industrial injury, vacation, and sick.

Section 6. Minimum Days Requirement

Effective September 1, 1998, the minimum day requirement for Ocean Lifeguards shall be 10 days (80 hours) plus recheck. Ocean Lifeguards on the 4th and 5th pay steps of the pay plan will only be required to work 4 days (32 hours) plus recheck.

Section 7. 24-Hour Work Shifts

A. Federal FLSA Regulations

The FLSA regulations (29 C.F.R. 785.22 Duty of 24 hours or more) provide that:

"(a) General

Where an employee is required to be on duty for 24 hours or more, the employer and the employee may agree to exclude bona fide meal periods and a bona fide regularly scheduled sleeping period of not more than eight (8) hours from hours worked, provided adequate sleeping facilities are furnished by the employer and the employee can usually enjoyed an uninterrupted night's sleep. If the sleeping period is more than eight (8) hours, only eight (8) hours will be credited.

(b) Interruptions of sleep.

If the sleeping period is interrupted by a call to duty, the interruption must be counted as hours worked. If the period is interrupted to such an extent that the employee cannot get a reasonable night's sleep, the entire period must be counted. For enforcement purposes, the Divisions have adopted the rule that if the employee cannot get at least five hours' sleep during the scheduled period the entire time is working time."

B. Management may assign employees in this Unit to alternate work schedules, including but not limited to a work shift of 24 hours or more. The designated sleep time for employees working a shift of 24 hours or more shall be between the hours of 11:00 P.M. and 7:00 A.M. The parties agree for such employees no more than four hours of sleep time may be excluded from hours worked.

C. If during the designated sleep time, a "call to duty" prevents an employee from sleeping for at least five (5) hours during the designated sleep time, the entire 24-hour period shall be counted as hours worked under the FLSA.

D. A "call to duty" is an activity that benefits the employer and interrupts sleep, is hours worked within the meaning of the FLSA, and includes, but is not limited to a public safety response requiring the employee to leave their assigned station, respond to another location, and to generate a NFIRS report.

Section 8.

The parties agree to meet and discuss Catalina lifeguard paramedic scheduling, assignments on Catalina Island, and minimum days requirements for recurrent lifeguards, within 60 days from approval of this memorandum of understanding with the intention of resolving these issues by October 1, 2005.

ARTICLE 16 UNIFORMS

Nothing herein shall be construed to modify in any manner whatsoever the uniform standards in the Departments, nor shall anything herein be construed as a waiver of Management's rights to establish, change and modify uniform standards and dress codes.

Section 1. Initial Issue Upon Employment

Employees in this bargaining unit shall receive initial uniform items as provided for in subsections a .through c below, except that each Ocean Lifeguard and Lake Lifeguard, Parks and Recreation must meet the requirements provided for in subsection d. in order to qualify for items in subsections a and b.

Issued items shall be authorized for use only while on duty and must be returned to the Department upon termination.

a. Fire Department:

*2 Trunks	2 Shirts
*1 Sun Hat	2 Jackets
*1 Badge	*1 Wet Suit (full length)
1 Belt	*1 Short Sleeve Spring Wet Suit
1 Tie	*1 Pair of Split-toe, Hard Sole Wet Suit Booties
2 Pants	

b. Department of Parks & Recreation:

*2 Trunks	2 Pants (Navy Blue) (one pants may be short)
*1 Sun Cap	2 Shirts (white, class B)
*1 Badge	2 Jackets (*1 Down for winter)
*10 Patches	*1 Wet Suit (full length)
1 Belt	*1 Cite Book Case
1 Sunglasses	*3 Polo Shirts (white, with L/G emblem)
1 Jumpsuit	1 pair of deck shoes
*1 pair of work boots	*1 pair of wet suit booties*1 pair of wet suit gloves

c. A light jacket shall be issued to Recurrent Lake Lifeguards on a one-time only basis.

d. In order to qualify for items described in subsection a and b, each Ocean Lifeguard or Lake Lifeguard, Parks and Recreation must work 180 days or 1440 hours during the preceding rating period and demonstrate (written statement) within 30 days following his or her request, that he or she will be available for work a minimum of 90 days during the winter months (October-March) of the following rating period. It is the intent of the parties that an eligible employee will receive no more than one initial uniform during the term of this agreement. When an employee fails to exercise his/her rights under this subsection, an initial issue of the following uniform shall be made on a one-time only basis to each Recurrent Ocean Lifeguard and Lake Lifeguard, Parks and Recreation:

2 Trunks

4 Patches

1 Sun Hat or Cap

Upon appointment to permanent Ocean Lifeguard Specialist or Senior Lake Lifeguard, Parks and Recreation uniform items previously issued to an Ocean Lifeguard or Lake Lifeguard, Parks and Recreation shall be credited toward the initial uniform issue to each Ocean Lifeguard Specialist or Senior Lake Lifeguard, Parks and Recreation as stated in Sections 1 a or b of this Article.

Section 2. Uniform Replacement and Maintenance

a. Permanent Employees

Permanent full-time employees in this bargaining unit are eligible for a uniform replacement and maintenance allowance as provided for in Section 3 of this Article.

Permanent full-time employees in this bargaining unit shall be responsible for the replacement of each uniform item previously issued and considered substandard under the Departments' guidelines, except that items identified by an asterisk (*) in Section 1 a. and b. of this Article will be replaced on an as needed basis. All other items will be replaced on an as-needed basis except where such replacement would be necessary as a result of improper or unauthorized use or care.

b. Recurrent Employees

As provided for in Sections 1 of this Article, uniforms will be replaced on an as-needed basis except where such replacement would be necessary as a result of improper or unauthorized use or care.

c. General Provisions

Management will be the sole determinant as to the standard uniform issue for all employees in the Unit and the need for replacement due to normal wear.

All employees shall be responsible for the laundry, care and maintenance of their uniforms.

Section 3. Uniform Replacement and Maintenance Allowance

Permanent employees covered by this agreement and employed on November 1, 2005, shall be entitled to a lump sum payment of six hundred dollars ($600.00) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2005, and December 15, 2005, by separate payroll warrant.

Permanent employees covered by this agreement and employed on November 1, 2006, shall be entitled to a lump sum payment of six hundred dollars ($600.00) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2006, and December 15, 2006, by separate payroll warrant.

Permanent employees covered by this agreement and employed on November 1, 2007, shall be entitled to a lump sum payment of six hundred dollars ($600.00) in lieu of the

uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2007 and December 15, 2007, by separate payroll warrant.

This allowance shall not constitute a base rate.

ARTICLE 17 REPRESENTATIVES

It is agreed by the parties of the Memorandum of Understanding that LACOLA may select a reasonable number of representatives for this Unit. LACOLA shall give to each department head a written list of employees from his department who have been selected as representative. This list shall be kept current by LACOLA.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. Representatives, when leaving their work locations to transact such investigation 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. Except, however denial of permission will automatically constitute an extension of the time equal to the amount of delay. If such permission cannot be granted promptly, the representative will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the representative's request, unless otherwise mutually agreed to.

Upon entering a work location, the representative shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If the employee cannot be made available, the representative will be informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the representative's request, unless otherwise mutually agreed to. LACOLA agrees that a representative shall not log compensatory time or premium pay time for the time spent performing any function of a representative.

Management will make every reasonable effort not to reassign a representative if there is any other employee in the same classification who meets the specific qualifications necessary to fill the vacancy.

ARTICLE 18 GENERAL PROVISIONS

Section 1. Literature

Management agrees to make available to each new employee covered herein, a post card furnished by LACOLA requesting that information about LACOLA be sent to the employee's home.

Section 2. LACOLA Presentation at Training

Management agrees to make time available during a break in the training schedule for rookies or recheck for the purpose of LACOLA sign-up and discussion.

Section 3.

Management agrees that when the State creates enabling legislation for a Commission on Lifeguard Standards and Training that is similar in concept to the existing Commission on Peace Officer Standards and Training (POST), Management will, upon demand and during the first renegotiation period subsequent to the passage of such enabling legislation, negotiate upon the subject.

ARTICLE 19 GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

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

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

Section 3. Responsibilities

1. LACOLA 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. LACOLA 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.

3. 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.

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 him/her 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 himself/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.

3. An employee and his/her LACOLA representative may represent his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee, LACOLA representative 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 LACOLA of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. A LACOLA 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 a LACOLA representative elects to attend any formal grievance meetings, he/she must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7. Procedure

1. Informal Complaint

A. Within five business days from the occurrence of the matter on which a complaint is based, or within five business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.

B. Within five business days from the day of the discussion with the employee, the immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1. Supervisor

A. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his/her 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 he/she requests from his/her departmental management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

B. Within ten 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 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 his department head. The department head has the authority to waive the middle Management step. 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 business days from receipt of the grievance, the middle Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

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

C. If the department head or his designated representative fails to give a decision within the specified time limit, LACOLA shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

1. Within ten days from the receipt of the written decision of the department head, or his designated representative, LACOLA 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, discrimination; nor

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

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

3. In the event LACOLA desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County department head or officer affected, which written request shall:

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

   B. Request that said Employee Relations Commission pursuant to its applicable Rules and Regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided herein.

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

agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

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

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

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

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

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

Recognition

Implementation

Term

Renegotiation

Safety and Health - Except those sections pertaining to the Underwater Recovery Unit

Provisions of Law

Affirmative Action Programs

Non-Discrimination

ARTICLE 20 GRIEVANCES - GENERAL IN CHARACTER

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

A. Where LACOLA has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACOLA may request in writing, within fifteen (15) business days from the occurrence or knowledge of the matter in dispute, that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACOLA shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Chief Administrative Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

C. Within 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 of Article 19, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 19 of this Memorandum of Understanding.

It is further understood that this Article is not intended as substitute or alternative for the grievance procedures set forth in Article 19 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by

an employee or employees and otherwise processed through the grievance procedures set forth in Article 19 hereof.

ARTICLE 21 MANAGEMENT RIGHTS

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

ARTICLE 22 EMPLOYEE RIGHTS/TRANSFER OF FUNCTIONS

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

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

ARTICLE 23 PAYROLL DEDUCTIONS AND DUES

It is agreed that for employees covered hereunder, LACOLA 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 hereunder who first files with County Management a written authorization requesting that such deductions be made, or who complies with such alternative procedures as may be established by County's Auditor-Controller. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to LACOLA by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

It is further understood and agreed that Management shall not be required to deduct said dues or other deductions, or to remit same to LACOLA, when any employee covered hereunder who has previously filed a written authorization requesting such deductions, requests in writing that Management cancel all or any portion of the deductions previously authorized.

LACOLA 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 24 WORK ACCESS

A LACOLA representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least twenty-four (24) hours before the intended visit unless the parties mutually agree to waive notice. If authorization for such access is not granted, the LACOLA representative will be informed when time will be made available. Such time will not be more than 24 hours after the time of the LACOLA representative's request, unless otherwise mutually agreed to.

Authorized LACOLA representatives may be given access to work locations during working hours solely for the purposes of conducting LACOLA grievance investigations and observing working conditions. LACOLA agrees that its representative will not interfere with operations of a department or any facility thereof.

LACOLA shall give to the department head or his designated representative a written list of all of its authorized representatives, which list shall be kept current by LACOLA. Access to work locations will only be granted to representatives on the current list.

ARTICLE 25 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 LACOLA nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 26 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

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

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

ARTICLE 27 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the LACOLA, 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 LACOLA fails to exercise good faith in halting the work interruption, LACOLA and the employees involved shall be deemed in violation of this article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 28 PROVISIONS OF LAW

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

ARTICLE 29 TRANSFERS

Permanent employees in the Unit in the Department of Parks and Recreation, who received at least a competent rating on their last performance evaluation and who desire to be transferred to a specific work location within the Department may submit a written request for transfer to the Personnel Office.

Requests filed hereunder shall be valid for one year from date of filing and must be renewed if the employee still desires to be considered for transfer beyond that date. As openings occur, Management will review requests on file and make an effort to effect transfers of employees based on the operational needs of the Department. If Management intends to fill a vacancy through transfer and more than one person applies, the employee with the most seniority who meets operational needs will be transferred.

It is understood that this Article does not modify Management's right to promote an employee.

ARTICLE 30 AUTHORIZED AGENTS

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

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

B. LACOLA's principal authorized agent shall be its President or his duly authorized representative (address: 1140 Highland Avenue, Suite 180, Manhattan Beach, California 90266, Telephone: (310) 528-9683.

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

LOS ANGELES COUNTY
LIFEGUARD ASSOCIATION

By _____

By _____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
Chief Administrative Officer

By _____
Fire Department

By _____
Department of Parks & Recreation

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS