MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
DEPUTY PROBATION OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 23rd day of July, 2013,

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 LOCAL 685 (hereinafter referred to as "AFSCME" or "Union")

TABLE OF CONTENTS

		PAGE
ARTICLE 1	RECOGNITION	1
ARTICLE 2	PURPOSE	2
ARTICLE 3	IMPLEMENTATION	3
ARTICLE 4	TERM	4
ARTICLE 5	RENEGOTIATION	5
ARTICLE 6	NON-DISCRIMINATION	6
ARTICLE 7	SALARIES	7
ARTICLE 9.	EMPLOYEE BENEFITS	22
ARTICLE 10	SPECIAL PAY PRACTICES	23
ARTICLE 11	BULLETIN BOARDS	27
ARTICLE 12	SAFETY	28
ARTICLE 13	WORK HOURS AND SCHEDULES	31
ARTICLE 14	CASELOADS	35
ARTICLE 15	EMPLOYEE RELATIONS RULES	38
ARTICLE 16	REASSIGNMENTS AND PROMOTIONS/PROBATION	39
ARTICLE 17	TRANSFERS/DEPARTMENT OF CHILDREN SERVICES	48
ARTICLE 18	WORKING OUT-OF-CLASS	50
ARTICLE 19	GRIEVANCE PROCEDURE	52
ARTICLE 20	EXPEDITED ARBITRATION	63
ARTICLE 21	GRIEVANCES - GENERAL IN CHARACTER	67
ARTICLE 22	UNION REPRESENTATION	69
ARTICLE 23	DISCIPLINARY ACTION	72
ARTICLE 24	PREGNANCY LEAVE	74
ARTICLE 25	PERSONNEL FILES	75
ARTICLE 26	PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP	77
ARTICLE 27	WORK ACCESS	81
ARTICLE 28	EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF FUNCTIONS	82
ARTICLE 29	AFFIRMATIVE ACTION	84
ARTICLE 30	EMPLOYEE LISTS	86
ARTICLE 31	LEAVE OF ABSENCE FOR UNION'S BUSINESS	87
ARTICLE 32	LAYOFFS	88
ARTICLE 33	OBLIGATION TO SUPPORT	89
ARTICLE 34	MANAGEMENT RIGHTS	90
ARTICLE 35	STRIKES AND LOCKOUTS	91
ARTICLE 36	FULL UNDERSTANDING, MODIFICATIONS, WAIVER	92
ARTICLE 37	PROVISIONS OF LAW	94
ARTICLE 38	MISCELLANEOUS	95
ARTICLE 39	AUTHORIZED AGENTS	100
	SIGNATURE PAGE	i
	APPENDIX A	1A

ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 685, AFSCME was certified on June 12, 1969, by the County's Employee Relations Commission (Employee Relations Commission File No. R-50-69) as the majority representative of County employees in the Probation Officers Employee Representation Unit (hereinafter called "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Local 685, AFSCME as the certified majority representative of employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit in the employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management agrees to recognize Local 685, AFSCME, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Local 685, AFSCME, has shown it has met the requirements of any such new rules.

ARTICLE 2 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may rise 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 Agreement the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 3 IMPLEMENTATION

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

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

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

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

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

Implementation shall be effective as of the date of 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.

ARTICLE 4 TERM

The term of this Memorandum 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 February 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2015.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other no later than September 7, 2014, 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 October 5, 2014. Upon receipt of such written notice and proposals, negotiations shall begin no later than October 15, 2014.

Re-opener Provision

Following Board approval of the MOU, re-opener negotiations shall commence fifteen (15) days after receipt of AFSCME Local 685's written request to meet in 2006' and continue through May 30, 2006. The parties agree to an economic re-opener on general salary movement, salary structure changes, special bonuses and uniform allowance; DHR/Probation review of classes for assignment to Juvenile Halls, training, working conditions and operational issues. The parties agree to negotiate the Mediator's August 15, 2005 Longevity Concept during re-opener negotiations. In the event the parties do not reach an agreement to change any economic or operational issues in this MOU by May 30, 2006, the current provisions of the MOU will remain in effect (status quo) during the term of the agreement. The parties by mutual agreement in writing may extend re-opener negotiations beyond May 30, 2006.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME and all other rights guaranteed by law.

No employees shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

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, sexual orientation, age, national origin, political or religious opinions or affiliations.

ARTICLE 7 SALARIES

Section 1.

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 date(s) indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
8604	DEPUTY PROBATION OFFICER I,FIELD	CURRENT		81G	3825.64	4749.36
		07/01/2013		82D	3900.64	4844.00
		07/01/2014		83A	3977.00	4940.00
		01/01/2015		83J	4056.27	5038.91
8607	DEPUTY PROBATION OFFICER II,FIELD	CURRENT	NX	87J	4520.73	6259.91
		07/01/2013	NX	88F	4610.82	6384.64
		07/01/2014	NX	89C	4702.45	6511.36
		01/01/2015	NX	89L	4796.27	6640.82
8608	DEP PROB OFFR I,RES TRT/DETEN SVS	CURRENT		81G	3825.64	4749.36
		07/01/2013		82D	3900.64	4844.00
		07/01/2014		83A	3977.00	4940.00
		01/01/2015		83J	4056.27	5038.91
8609	DEP PROB OFFR II,RES TRT/DETEN SVS	CURRENT	NX	87J	4520.73	6259.91
		07/01/2013	NX	88F	4610.82	6384.64
		07/01/2014	NX	89C	4702.45	6511.36
		01/01/2015	NX	89L	4796.27	6640.82
8655	DETENTION SERVICES OFFICER	CURRENT	N2	80E	3910.18	4599.45
		07/01/2013	N2	81B	3986.91	4690.73
		07/01/2014	N2	81K	4066.18	4784.55
		01/01/2015	N2	82G	4147.09	4880.00
8602	GROUP SUPERVISOR II	CURRENT	N2	78E	3705.73	4356.27
		07/01/2013	N2	79B	3779.27	4443.09
		07/01/2014	N2	79K	3853.45	4531.82
		01/01/2015	N2	80G	3929.27	4622.18
8619	GROUP SUPERVISOR II,PROBATION	CURRENT	N2	73H	3265.36	3834.91
		07/01/2013	N2	74E	3329.73	3910.18
		07/01/2014	N2	75B	3395.27	3986.91
		01/01/2015	N2	75K	3461.45	4066.18
8618	GROUP SUPERVISOR,NIGHTS,PROBATION	CURRENT		71G	2927.00	3625.36
		07/01/2013		72D	2984.09	3696.55
		07/01/2014		73A	3043.00	3770.00
		01/01/2015		73J	3102.64	3844.18

8670 INVESTIGATOR AID,PROBATION	CURRENT		77B	3395.27	4208.45
	07/01/2013		77K	3461.45	4292.09
	07/01/2014		78G	3529.82	4377.91
	01/01/2015		79D	3599.18	4465.27
8672 INVESTIGATOR,PRETRIAL SERVICES,PROB	CURRENT	NX	87J	4520.73	6259.91
	07/01/2013	NX	88F	4610.82	6384.64
	07/01/2014	NX	89C	4702.45	6511.36
	01/01/2015	NX	89L	4796.27	6640.82
8657 SENIOR DETENTION SERVICES OFFICER	CURRENT		86J	4399.55	5465.91
	07/01/2013		87F	4487.45	5574.64
	07/01/2014		88C	4576.73	5685.36
	01/01/2015		88L	4667.64	5798.82
8671 SENIOR INVESTIGATOR AID,PROBATION	CURRENT		79B	3581.73	4443.09
	07/01/2013		79K	3651.55	4531.82
	07/01/2014		80G	3724.09	4622.18
	01/01/2015		81D	3797.82	4714.18
8626 TRANSPORTATION DEPUTY,PROBATION	CURRENT		81G	3825.64	4749.36
	07/01/2013		82D	3900.64	4844.00
	07/01/2014		83A	3977.00	4940.00
	01/01/2015		83J	4056.27	5038.91
8997 TRANSPORTATION WORKER	CURRENT		80K	3751.64	4656.27
	07/01/2013		81G	3825.64	4749.36
	07/01/2014		82D	3900.64	4844.00
	01/01/2015		83A	3977.00	4940.00

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 said 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. If the Department of Human Resources, fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Director of Personnel, 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 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/her 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. Step Advances for Deputy Probation Officers II

(1) Deputy Probation Officer II's will be granted step advances up to the 5th step in accordance with the provisions of Section 6.08.010 of the County Code.

(2) Effective July 1, 1980, Deputy Probation Officer II's will be advanced from Step 5 to Step 6 after completing two years on the fifth step. Thereafter, Deputy Probation Officer II's will be advanced from Step 6 to Step 7 after completing two years on the 6th step.

(3) Further, the foregoing step advances shall be granted only in accordance with Section 2 of this Article.

Section 4.

Any person employed in the positions of Group Supervisor, Nights and Group Supervisor II, OR Deputy Probation Officer I and II on a 40-hour workweek at a juvenile hall, MacLaren Children's Center, or a 40-hour or 56-hour workweek at a camp, shall be paid one step higher within the salary range (not to exceed the fifth step of the range) for his/her position, upon the completion of two (2) years of continuous service on any one or more of such items in one or more of the juvenile halls, or camps of the Probation Department or MacLaren Children's Center. Notwithstanding the above, Deputy Probation Officer I's who

have been on the fifth step of the range for one year shall receive in addition to their regular salary, sixteen (16) standard salary levels; the latter shall not constitute a base rate.

The advance step placement shall continue only for the period of time that the employee remains in an assignment in a juvenile hall, camp, or detention center. If the employee

ceases to serve in the locations mentioned below, such step placement shall then cease, and the employee shall be paid at the regular step of the salary range of his/her classification to which he/she would otherwise be entitled. Such step placement shall not change the employee's anniversary date for future step advances. For the purposes of this section, a juvenile hall means Central Juvenile Hall, Los Padrinos Juvenile Hall, San Fernando Juvenile Hall and a camp means Challenger Memorial Youth Center, Camp Afflerbaugh, Camp Gonzales, Camp Kilpatrick, Camp Mendenhall, Camp Miller, Camp Munz, Camp Paige, Camp Glenn Rockey, Camp Holton, Camp Scudder, Camp Routh, Camp Barley Flats, Camp Mira Loma, Camp Scott and Dorothy Kirby Center. For purposes of attaining the higher step provided for in this section an employee may combine juvenile hall, camp and MacLaren Children's Center experience to gain the required two years' experience. The Advance Step Placement shall not apply to employees hired or bidding into a Residential Treatment Service Bureau facility on or after February 28, 1991.

Section 5.

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 6. 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 of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO, except as follows:

1. Employees in this unit who are employed in classes in the Probation Department shall be credited with full-pay sick leave to a maximum of eight (8) days on and after January 1, 1989.

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, (Coalition Fringe Benefits MOU) an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to 2 additional sick leave days on July 1, 2000, July 1, 2001, July 1, 2002, July 1, 2013, and July 1, 2014, 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. It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in Section 1, herein above, the provisions in Article 7, Section 1, Recommended Salary Adjustment, on January 1, 1989, includes an additional 8 level base rate increase except for the classes of Group Supervisor II and Group Supervisor, Nights.

   The provisions of this Section, including the additional 8 level base rate increase, shall apply to those employees in the Probation Department who are employed in the classes of Group Supervisor II or Group Supervisor Nights.

4. In no event shall this Section apply to the classes of Transportation Worker, or employees in the Department of Children's Services who are employed in the classes of Group Supervisor II or Group Supervisor, Nights.

New Section 7 Signing Bonus

Employees covered by this agreement on November 9, 2005, shall receive by separate payroll warrant a one-time only signing bonus of thirteen hundred dollars ($1300) no later than thirty days following Board approval of the 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. Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. '201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes. Effective April 1, 1988, those hours paid during a workweek for compensatory time off will also be counted in calculating hours worked for overtime purposes for employees in classes in the Probation Department.

The County will pay employees for any overtime worked at a rate of one and one-half (1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

B. Exempt Employees

Employees considered to be "Exempt," as defined by the Fair Labor Standards Act, shall receive compensatory time off at the straight time rate for all hours worked after forty (40) hours in one week, except as provided in Section 5.

"Hours worked" shall 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 hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes. Effective April 1, 1988, those hours paid during a workweek for compensatory time off will also be counted in calculating hours worked for overtime purposes for those employees in classes in the Probation Department.

Section 2. Usage of Compensatory Time - Exempt Employees

A. An exempt employee, as defined under the Fair Labor Standards Act, shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice nor be denied a timely request to carry over or take such time off.

B. The employee may accumulate compensatory time off. 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.

C. The overtime rate for employees in this unit is the premium rate which is one and one-half (1/2) times the regular rate for employees whose regular rate of pay is $1822 per month or less; $15.71 per hour for employees whose regular rate of pay is more than $1822, but less than $2734 per month; and the straight time hourly rate for persons whose regular rate of pay is $2734 or more per month.

Effective July 1, 1990, the premium rate shall be one and one-half (1/2) times the regular rate for employees whose regular rate of pay is $1931.00 per month or less; $16.65 per hour for employees whose regular rate of pay is more than $1931.00, but less than $2897.00 per month; and the straight time hourly for persons whose regular rate of pay is $2897.00 or more per month.

The computation of the premium rate shall be based on the employee's regular rate of pay calculated as provided for by the Fair Labor Standards Act.

Section 4. Saving 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.

Section 6.

For the purpose of this Article:

(1) Hours required to be worked are hours which department management directs the employee to work.

(2) The parties agree that two 8-hour periods of sleep time, as defined under the FLSA, will not be calculated as hours worked for overtime purposes for employees on a 56-hour work schedule. If an employee is required to work during sleep time, such time shall be counted toward hours worked. If an employee is required to work more than three hours during an employee's 8-hour sleep period, then he/she shall be compensated pursuant to Section 1A or Section 1B of this article, whichever is

applicable, as though he/she had been required to work through the entire sleep period.

Section 7. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees 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.

ARTICLE 9. EMPLOYEE BENEFITS

The parties agree that the provisions of the Memorandum 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 the Unit.

ARTICLE 10 SPECIAL PAY PRACTICES

Section 1. Standby Pay

Employees required by Management to remain available to return to work, at any time during specified hours outside their normal working hours, are eligible to receive .35¢ per hour on standby but not more than $75 per month.

The parties agree that the time spent on standby by an employee shall not be counted toward hours worked for overtime purposes because such time is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 2. Salary Guarantee on Reclassification

An employee, who accepts a voluntary demotion to retain his same assignment, if his position is reclassified to a lower-paid classification, shall not suffer a reduction in his current salary.

Section 3. Leaves with Pay

Employees are eligible to be paid for the actual time necessary to be absent from their jobs to take County Civil Service examinations or to serve as jurors or to appear as witnesses if subpoenaed, provided any jury or witness fees received are deposited with the Treasurer of Los Angeles County.

Section 4. Call-Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift 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 5. Night Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in paragraph 6.10.020 of the County Code shall receive, effective September 1, 1985 a per hour bonus of 45 cents for each hour worked during said shifts.

Section 6. Bus Driving Differential

The parties agree to jointly recommend to County's Board of Supervisors that persons employed in the classification of Transportation Deputy, whose primary responsibility is to drive buses with a capacity of 26 or more passengers for more than 50 percent of their driving time in any calendar month shall receive, in addition to that compensation specified for their positions in Section 1 of the Article, $50 per month.

Section 7 Assignment of Additional Responsibilities

Any permanent, full-time employee in this bargaining unit shall be entitled to additional compensation equivalent to two (2) standard salary schedules for the performance of the additional responsibilities which are assigned and approved by the department head and approved by the Chief Administrative Officer.

To qualify for this additional compensation, a full-time, permanent employee must either perform all of the significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional higher level duties and carries additional responsibilities beyond those required of positions typically allocated to the

employees class. The assignment of additional duties normally performed by incumbents of the employees class would not qualify for this additional compensation.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and performed by the employee and shall end on the day the additional responsibilities are no longer performed or approved by management. This Section does not apply to any assignment or special project in existence prior to September 1, 1999. The parties agree that this Section shall not be subject to the grievance and arbitration provisions of Articles 19, 20 and 21.

The additional compensation provided for herein shall not constitute a base rate.

ARTICLE 11 BULLETIN BOARDS

Management will furnish adequate bulletin board space where reasonably needed by AFSCME. Such space will be labeled "Probation Department Union, Local 685, AFSCME." Notices posted will be limited to official union communications such as meeting notices, election notices and results, social affairs and similar official business announcements and will be on union letterhead, dated and signed by either the President, Chief Steward, functional Vice-President, or the Steward Chairperson.

ARTICLE 12 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 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 supervisor and subsequently to the office head. If such condition cannot be satisfactorily remedied by the office head, the employee has the right to submit the matter in writing either personally or through his steward to the Head of Facilities Management who shall respond in writing within a reasonable period of time.

If the steward is not satisfied with the written response of the Head of Facilities Management, an AFSCME business agent may consult with the Chief of the Workers' Compensation Branch of the Chief Administrative Office, Human Resources, or with his designate. A representative of such branch shall investigate the matter and advise the department head and AFSCME of his findings and recommendations, if any.

If AFSCME is not satisfied with the response of the Chief of Workers' Compensation and Occupational Health, the issue may be taken within ten (10) days to arbitration as set forth in Article 20. During such ten (10) days, consultation between the department head and AFSCME will take place.

Section 2. First Aid Kits

Work location directors will maintain first aid kits at their respective facilities and department vehicles.

Section 3.

Probation management will consult with the Union during the term of this agreement for the purpose of discussing and attempting to resolve problems associated with vacancies in post positions at camps.

Section 4.

A. Labor/Management Safety Committees

The parties agree to form four Labor/Management Safety Committees to study and discuss safety-related matters including, but not limited to, the issuance of, and training in the use of safety equipment. There will be a Labor/Management Safety Committee for: Detention Services; Camps and Dorothy Kirby Center; Field Services; and the Transportation Section. Each Labor/Management Safety Committee shall consist of five (5) representatives designated by management, and five (5) employee representatives designated by the Union. The Safety Committees/Sub-Committees will be established within 60 days of the receipt of the request from the union.

It is understood and agreed that the role of the Safety Committee will be advisory in nature, and that recommendations from the Committees will be submitted to the Chief Probation Officer for his consideration, and his decision shall be final.

Additionally, the parties agree to form a Labor/Management Safety Sub-Committee to study matters related to arming and firearms issues. The Sub-Committee shall consist of five (5) representatives designated by management, and five (5) employee representatives designated by the union.

B. Health Committee

The parties agree to form a Labor/Management Committee to study and discuss health-related matters in the work environment. The Health Committee shall consist of five (5) representatives designated by management, and five (5) employee representatives designated by the Union. The Health Committee will be established within 60 days of the receipt of the request from the union.

It is understood and agreed that the role of the Health Committee will be advisory in nature, and that recommendations from the Committee will be submitted to the Chief Probation Officer for his consideration, and his decision shall be final.

ARTICLE 13 WORK HOURS AND SCHEDULES

Section 1. Assignment of Work Hours and Workweek

The workweek for employees in this unit is 40 hours of work in a seven consecutive day period as defined by Management.

A. Field Services, Juvenile Hall, Special Services (exclusive of Transportation Deputies) and Administrative Services employees shall be assigned to a work schedule of a 40-hour week consisting of five consecutive eight hour workdays, with the understanding that the basic days of work will be assigned Monday through Friday, 8:00 a.m. through 5:00 p.m., exclusive of lunch periods, except upon mutual agreement between Management and the employee(s).

B. Employees assigned to probation camps shall be assigned to a 56-hour work schedule, except as provided in the following paragraph as it applies to the Challenger Memorial youth Center. The parties agree that two (2) 8-hour period of sleep time, as defined by FLSA, will be deducted from hours worked for overtime purposes. An employee shall be entitled to 4 2/3 days off except upon mutual agreement between Management and the employee(s).

C. There may be, at the Challenger Memorial Youth Center, no more than 20 Deputy Probation Officer I positions assigned to a 40-hour work schedule, excluding 42 Deputy Probation Officer I positions in Movement and Control and Special Housing

Unit(s) who may also be assigned to a 40-hour schedule. Fifty-six (56) hour and 40-hour work schedules will be posted as such for the purpose of bidding into the Challenger Memorial Youth Center.

D. Transportation Deputies shall be assigned a 40-hour workweek to be worked on regularly assigned daily shifts with a specified starting and quitting time as reflected in Appendix "A" of this agreement. Management may institute deviations from Appendix "A" during the term of this agreement under any of the following conditions.

(1) Emergencies caused by absence, equipment failure, or other similar unforeseen events which occur no more than three days prior to the need for change.

(2) New requirements imposed by authorities outside the Probation Department (e.g. Board of Supervisors, Courts, etc.).

(3) With prior written agreement of the President of the Deputy Probation Officers representation unit, or his delegate.

Section 2. Work Schedule Changes

Management may direct deviations or changes to an employee's work schedule on a temporary basis during emergency conditions.

Management will authorize deviations or changes to an employee's work schedule when the legitimate and reasonable needs of individual employees so require and do not conflict with work requirements.

Section 3. Rest Periods

Employees covered hereunder will be granted rest periods by Management as follows:

A. Field and Administrative Services employees shall be allowed one 15-minute rest period during each four (4) continuous hours of work.

B. When school is in session, camps and juvenile hall employees on the A.M. shift will be allowed one 15-minute rest period in the morning and when workload permits, one 15-minute rest period in the afternoon. Afternoon and night shifts will be allowed two 15-minute rest periods when workload permits.

C. Transportation Deputies will be allowed one 15-minute rest period during each four (4) continuous hours of work.

Section 4.

Employees may request alternative work schedules such as a nine (9) day, 80-hour, two week schedule or a four (4) day 40-hour a week schedule. Management will respond to the employee's request. Any changes in 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 alternative work schedules that mandate the payment of overtime under the Act.

ARTICLE 14 CASELOADS

Section 1. Definitions

A. Workload is the number of employee hours which represent the work effort required to successfully complete a given quantity of tasks. These employee hours may represent individual, group, unit, district, division or departmental employee work efforts.

B. In the investigation categories, caseload is a number representing the quantity of new cases assigned during a three month period to individual, group, unit, area, division or department employee(s). In the supervision categories, caseload is a number representing the quantity of cases assigned at a specific point in time to an individual, group, unit, district, division or department employee(s).

C. Yardstick is a number used by Management to budget employee months each fiscal year.

Section 2. Employee Assignments

Management will assign employees whose positions are justified by yardsticks to work contemplated in the development of such yardsticks.

Section 3. Caseloads

A. The following caseloads have been agreed upon as the average quarterly caseload per employee:

Adult Investigation Superior Court	63	to	74
Civil, Juvenile Court Investigations	63	to	74
Municipal Court Investigations II	157	to	184
Municipal Court Investigations I	315	to	369
Static Intake Officer	152	to	178
Juvenile Supervision	400	to	470
Juvenile Placement	138	to	162
High Risk Offender	552	to	648
Automated Minimum Service Caseload	2,758	to	3,241

B. Management will assign specialized cases on the basis of operational requirements which will be equitable relative to the credit given for regular cases.

C. The parties mutually agree to cooperate in maintaining operations in the Probation Department on the basis of the budget established by the Board of Supervisors during the term of this agreement. If management determines that it is necessary to increase or otherwise modify existing caseloads or create new categories of caseloads, it will notify Local 685. If Local 685 wishes to negotiate with management regarding the proposed changes, Local 685 shall notify management's

authorized agent within five (5) working days from receipt of such notice. If agreement is not reached within thirty (30) days, management may implement such changes as it considers appropriate subject to the provisions of the grievance procedure of the agreement.

D. The parties agree that the caseload assignments defined in paragraph A of this Section will remain in effect until six (6) months following implementation of the contract, except where changes are required due to emergent conditions which may arise during this period. Any modification of defined caseloads or establishment of new caseloads determined to be necessary by management in each succeeding six months' period of this agreement will be accomplished through the process defined in paragraph C of this Section.

ARTICLE 15 EMPLOYEE RELATIONS RULES

When new rules are established, or existing rules are changed, affecting conditions of employment, Management will notify the union and, upon request, will consult with the union prior to placing the new or changed rules in effect.

Where Management must make a change because of an emergency, it shall notify the union immediately but shall make the necessary change to meet the emergency. For purposes of this Memorandum of Understanding, "emergency" is defined as an unforeseen circumstance requiring the immediate implementation of the proposed action, such as natural disaster or civil disturbance.

ARTICLE 16 REASSIGNMENTS AND PROMOTIONS/PROBATION

AFSCME and Management, in an attempt to obtain a balanced distribution of protected classes within the work force and in the hope of providing equal opportunity for all, agree to the following reassignment procedure:

Section 1.

A. As of July 1, 1977, and annually thereafter, Probation management will determine the percentage of the clients of each work location who are members of each of the following protected classes:

(1) Black

(2) Oriental

(3) American Indian

(4) Spanish-surnamed Americans, consisting of persons of Mexican, Cuban, Puerto Rican, Spanish or Latin American origin

(5) Women

Each such percentage shall be computed by rounding off to the next higher percentile, with 0 or 5 as the last integer.

B. If the client population of a work location contains over 5% of one of the classes (1), (2), (3), or (4) mentioned in Paragraph A, one out of every three vacant positions in

said location shall be designated to be filled by voluntary bid by an employee in that class.

This procedure will remain in effect until the percentage of employees who are members of that class in said location equal the percentage of the clients of said location who are members of the ethnic class in question.

C. To avoid totally segregated offices, a maximum of 85% staff of any ethnic background in a work location is considered the departmental objective.

D. One out of every three vacancies in a work location shall be designated to be filled by voluntary bid by a woman employee until the percentage of women employed as Deputy Probation Officers in that location equals the percentage of women employed as Deputy Probation Officers in the Probation Department as a whole. For purposes of reassignment, the placement of women of the protected classes (1) through (4) listed in Section 1(A) pursuant to this Article will only count towards the criteria listed in classes (1) through (4) and will not count towards the proportion of women required to be placed in a given work location.

E. Vacancies not filled in accordance with the criteria listed in Paragraphs B and D will be filled on the regular seniority basis.

F. When vacancies occur in a position in the employee's classification within the representation unit, appropriate timely notices will be posted on bulletin boards advising of the vacancy. Copies of such notices will be sent to AFSCME's principal authorized representative. Each such notice shall, if applicable, state if the position has been designated, pursuant to Paragraphs B or D, to be filled by a member of the protected class.

G. Employees seeking reassignments to other work locations will, providing that the last Performance Evaluation of record is at least competent and provided that the employee has a minimum of two years in the current work location, submit to the Personnel Services Office a bid or bids by the last working day of any given month. Such bids may be physically received in the Personnel Services Office no later than 4:00 p.m. of the last working day of the month in order to be considered for reassignment the following month. All bids will be stamped upon receipt in Personnel Services Office. Bids will be submitted on a form provided by management and available in each work location.

H. The Personnel Services Office will, by the third business day of the new month, mail to AFSCME's chief authorized representative updated lists of all employees bidding for reassignment to other work locations. Such lists will be in rank order by seniority as defined in Section 6 of this Article and will show which of the listed employees, if any, is a member of a protected class listed in Paragraph A.

I. All vacancies occurring in a given calendar month will be filled from the current month's list of employees. When a vacancy occurs, the Office Head will notify the Personnel Services Office. If the vacant position has been designated to be filled by a member of one of the protected classes listed in Paragraph A, the Personnel Services Office will, within said time, notify the most senior listed employee who is a member of said class. If no such employee has requested reassignment to that work location, the vacancy will be filled as if the position has not been designated.

If the vacant position has not been designated to be filled by a member of a protected class listed in Paragraph A, the Personnel Services Office will, within said time, notify the most senior listed employee. If the most senior protected class employee or the most senior listed employee refuses to accept a transfer offer to that work location, the employee's name will be removed from the list for the work location. In order to be considered for transfer to that work location again, the employee must resubmit another transfer bid. Except as hereinabove stated, assignments in the department, unless contrary to the specific nature of the assignment, will be made without regard to the sex of the employee involved. The

employee notified pursuant to this paragraph shall be referred to throughout the remainder of this Section 1 as "the nominated employee."

J. When the nominated employee is notified by the Personnel Services Office of his selection, the Personnel Services Office will contact the nominated employee's present Office Head to request a release date. The nominated employee under the provisions of this Article, shall be notified of the effective date of such reassignment within seven (7) calendar days of his selection. Such date should be no more than 14 calendar days after Management has notified the employee of his or her selection. If Management cannot effect the employee's reassignment within the time period specified above, Management shall discuss the reasons for the delay of the reassignment effective date with the employee. Within two (2) calendar days of his or her notification, the nominated employee may decline the reassignment. Failure to decline within the time period specified herein will automatically grant to the Probation Department the right to proceed with the reassignment.

K. If a nominated employee is on an extended leave of absence at the time the vacancy occurs, he or she will be passed by and the next most senior employee in the applicable category, as established in Paragraph I, shall be nominated and notified. Employees on vacation at the time the vacancy occurs will be passed by unless prior to vacation they notify the Personnel Services Office of their interest in transferring to the work location of their prior choice.

L. Notwithstanding the foregoing, in considering all requests for reassignment, Management shall first consider whether each of the applicants for any vacancy meets the required Civil Service qualifications for the assignment. In assigning employees to vacant positions, Management shall select the employee in the applicable protected class with the greater seniority as defined hereinafter, unless the position requires a special skill such as the ability to speak Spanish.

M. Notwithstanding the foregoing, transfers to intensive treatment caseload positions shall be given to the most senior employee in the applicable protected class or to the most senior employee only if the skill and ability of the three most senior applicants for a given transfer are relatively equal. A senior employee, not appointed, will be furnished in writing the reasons for his non-appointment.

Such non-appointment may be subject of a grievance.

N. Notwithstanding other provisions of this Article, employees hired after June 30, 1987 seeking a reassignment from one bureau to another, where a vacancy has been designated to be filled by the bidding process, must pass a qualifying examination conducted by Management. Employees so qualifying shall be reassigned in accordance with the preceding applicable provisions of Section I of this Article.

Section 2. Promotions

In the selection of employees for promotion to classifications within the Unit, if the skill and ability of the employees within each group eligible for promotion are relatively equal, the senior employee will be appointed.

A senior employee not appointed will be furnished in writing the reasons for his or her non-appointment. Such non-appointment may be the subject of a grievance.

Section 3. Displacement

It is understood that except for disciplinary reasons, an employee who is otherwise performing competently will not be reassigned or transferred to accommodate an employee with greater seniority.

Section 4. Special Assignments

A. Notwithstanding the foregoing, it is understood that Management's assignment of employees to specialized staff assignments such as training office, Affirmative Action program, research, budget, personnel office and similar non-probation officer assignments, shall not be subject to the provisions of this Article. Furthermore, assignment to the Juvenile Court Officer item shall be selected from one of the three most senior applicants.

B. Vacancies in pilot, experimental, or specialized programs newly created after the effective date of the Memorandum of Understanding may be filled for a period of

two years after the start of the program by the department's selection of any employee from among the three (3) most senior employees bidding for the vacancy.

C. Vacancies in grant, and any contract programs, to a maximum of fifty (50) items, shall be exempt from the provisions of this article, except for "specialized" staff assignments. All employees working in grant or contract programs must work in their appointed classifications under the Memorandum of Understanding. Any time after December 2, 1992, the Union shall, upon request of the department, negotiate regarding additional contract and grant items.

Contract and grant items are those items where at least 50% of the employee's salary is being paid by an outside agency.

Section 5. Juvenile Facilities

Insofar as possible, only personnel with experience in working in a juvenile facility will be assigned on an as-needed or recurrent basis to juvenile halls.

Section 6. Definition

For purposes of this Article, seniority shall be based upon active service in the employee classification involved or a previously held higher level classification within the Probation Department including time spent on authorized leaves of absence and including service interrupted by resignation followed by reinstatement within one year of the date of resignation. In the event two or more employees have equal seniority in the employee

classification involved, then preference shall be given to the employee having the greater seniority in the Probation Department.

Section 7.

A. Should critical staffing needs arise in the Department during the term of this MOU, the parties agree that:

1. In the absence of active certification lists, vacancies in the Field Services Bureaus will initially be filled by volunteers from Camp DPO I's and Senior DSO's who possess the minimum requirements selected on the basis of seniority in grade; the two (2) year work location requirement shall be waived.

2. Remaining vacancies will be filled by the administrative transfer from Camp of DPO I's selected in inverse order of seniority in grade.

B. DPO I's currently assigned to a DPO II position or transferred under the provisions of paragraphs I or II above, will be promoted by examination to DPO II's in the field upon completion of two (2) years of experience, the last six (6) months of which must have been in the field. Retention in the position is subject to said employees passing Field Core training. DPO I's who have completed the required experience prior to the date of the execution of this MOU shall be promoted by examination, retroactive to the date of eligibility.

ARTICLE 17 TRANSFERS/DEPARTMENT OF CHILDREN SERVICES

Section 1. Definitions

For the purpose of this Article, a transfer is a change in job location from MacLaren Children Center to another facility.

Section 2. Voluntary Transfers

An employee who desires a transfer from one office to another to available equivalent position/s within the Department of Children Services, for which they qualify, shall submit a written request in triplicate to the Office Head of the office to which the transfer is desired. The employee's current Office Head shall approve or deny the transfer request in writing within ten (10) business days from receipt of such request. If approved, the Office Head shall indicate such approval, sign, and return the request to the employee. If denied, the Office Head shall give the employee the reason. Whether approved or denied, one copy of the transfer request shall be sent to the Office Head where the transfer is desired. All approved transfer requests shall be considered for one year from the date of filing.

As openings occur, management shall review transfer requests on file on a monthly basis and shall consider filling vacancies by effecting transfers before filling vacancies by promotion from eligible lists. Management shall use the following criteria in considering filling vacancies:

- -- Seniority defined as Continuous County Service
- -- Travel Distance

-- Hardship

-- Skills

Section 3. Involuntary Transfers

The provisions of DPSS Manual Sections 11915 through 11918 shall be applied.

Section 4. Service Needs

During emergencies or when vacancies occur as a result of opening new facilities, significant program changes or unusual caseload changes, the provision of this Article shall be applied only to the degree applicable.

ARTICLE 18 WORKING OUT-OF-CLASS

Section 1.

It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period. Whenever possible, an employee required to work in an out-of-class assignment will be selected from those on a current eligible list who are employed in the location of an out-of-class assignment. Any employee working on an out-of-class assignment for longer than 15 calendar days may request appointment to the higher class. Upon review and confirmation of the out-of-class assignment, and subject to Civil Service Rules, Management will either initiate action to appoint the employee to the position of the higher class or will reassign him to a position corresponding to his current Civil Service class. No out-of-class assignment will continue in excess of 30 calendar days, except by mutual agreement of the union and Management.

When an employee, who is reachable on a current eligible list at the time of his request, is appointed to a higher classification as a result of such request, he shall receive the rate of pay for the higher classification effective as early as possible but not later than the thirty-first (31st) working day of such assignment.

For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an authorized, funded position in one class by an employee on a position in another class, within the same organizational unit such as a juvenile hall, a camp, a field office or a special program.

Section 2. Emergencies

Nothing herein shall limit the authority of the department 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.

Section 3.

For the purpose of vacation coverage, an employee may be worked out-of-class for up to 30 days.

ARTICLE 19 GRIEVANCE PROCEDURE

A grievance is any dispute concerning the interpretation or application of this Memorandum of Understanding or rules or regulations governing personnel practices or working conditions that the employee and his supervisor have not been able to resolve.

Section 1. Responsibilities and Restrictions

1. Management of the department 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 grievance to the proper agency or authority.

2. The immediate supervisor will, upon the request of an employee, discuss the employee's complaint with him.

Section 2. Responsibilities

AFSCME agrees to encourage an employee to discuss his complaint with his immediate supervisor, prior to filing a grievance.

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

Further, AFSCME 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 3. 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 4. Employee Rights to Representation

1. The employee may select a person to represent him in scheduled grievance meetings at Levels 1 and above. However, if a fellow employee is selected, that person must be from the same work location.

2. If the employee selects the Union to represent him at Level 1, the local steward will be his representative; at Levels 2 and above, the representatives will be any two of the following: The Union President, the Vice-President from the functional area, the Union Chief Steward, the grievant's local steward, the Union=s Business Representative or its Staff Attorney.

3. In the event an employee does not wish to be represented by the Union in processing a grievance involving the interpretation or application of this Memorandum of Understanding, a representative of the Union shall have the right to be present as an observer at any formal meeting with the employee at Levels 1 or 2.

4. An employee involved in the processing of his grievances may do so without loss of compensation provided that he accomplished all phases of preparation and presentation in a reasonable and expeditious manner.

5. Only County employees in this Unit or authorized representatives as specified in Article 27, Work Access, may be selected by an employee to represent him in formal grievance meetings.

6. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting and must apprise his supervisor where he can be reached and his approximate time of return to his regular work location.

7. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 22.

Section 5. Procedure - Employee Grievances

1. Informal Complaint

   A. Within five (5) business days from the occurrence of the matter on which the complaint is based or within five (5) business days from his knowledge of such occurrence, an employee may discuss his complaint in a meeting with his immediate supervisor.

   B. Within five (5) business days from the day of the discussion with the employee, the immediate supervisor shall verbally reply to the employee's complaint.

2. Formal Complaint

Level 1 - Office or Institution Head

(1) Within five (5) business days of the receipt of the answer from the immediate supervisor, if the informal step is followed or within five (5) business days from the occurrence of the matter on which a complaint is based or within five (5) business days from his knowledge of such an occurrence, an employee shall file a formal written grievance. Three (3) copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests.

The employee shall submit two (2) copies to his office or institution head and retain the third copy.

(2) Within five (5) business days, the office or institution head shall give his decision in writing to the employee on the original copy of the grievance.

Level 2 - Chief Probation Officer

(1) Within five (5) business days from his receipt of the decision at Level 1, the employee may appeal to the Chief Probation Officer, using the original copy of the grievance form.

(2) Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his designated representative who has not been

involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

(3) If the Department Head or his 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.

3. For employees of the Department of Children Services, the Formal Complaint procedure of Section 5, Paragraph 2 of this Article shall be as follows:

Level 1 - Section Head

Level 2 - Office or Institution Head

Level 3 - Department Head or his designated representative

4. Exception to Standard Grievance Procedure

Notwithstanding the foregoing, Management and the Union agree that grievances involving disciplinary suspensions will be immediately processed to Level 2 of the grievance procedure.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the Department Head or his designated representative, the Union may request that the grievance be submitted to arbitration as provided 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 procedure 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. Competent or better performance evaluations which meet the guidelines set forth at the Employee Relations Commission meeting on December 19, 1986.

D. The interpretation, application, merits on legality of the rules or regulations of the department head, the Chief Administrative Office, Human Resources or any other 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.

3. In the event the Union desires to request a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above, send a written request for arbitration to the Employee Relations Division of the Chief Administrative Office, which request shall:

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

B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from the date

of receipt of the request for arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five (5) arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.

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

4. Arbitration of grievances hereunder will be limited to the formal 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 is 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 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.

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 the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition
Purpose
Implementation
Term
Renegotiation
Non-Discrimination
Safety
Payroll Deduction and Dues
Leave of Absence for Union Business
Authorized Agents
Provisions of Law

ARTICLE 20 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 6, Arbitration, of Article 19, 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 Chief Administrative Office, Human Resources, 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.

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 ten (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 grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative

action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties 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

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 21 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME 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 fifteen (15) business days from the occurrence of the matter on which a complaint is based or within fifteen (15) business days from its knowledge of such an occurrence, where AFSCME has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME 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 Department's Director of Employee Relations for the purpose of resolving 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 fifteen (15) business days of receipt of such request for such a meeting, the Department's Director of Employee Relations, and AFSCME's representative(s) will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved; AFSCME 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 Division Chief, Employee Relations, CAO's Office 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 6 of Article 19 the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 19 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 19 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve 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 22 UNION REPRESENTATION

Section 1. Steward Recognition

AFSCME may designate, and Management shall recognize, the number of stewards indicated to service the following facilities:

A. Field Services - one per area office, inclusive of its sub-office.

B. Institutions - one per shift with one additional in those institutions where the established workweek is four days. Stewards will have access to all members in the institution.

C. Forestry Camps - one per each shift.

D. Intensive After-Care Program - one.

E. Other Special Units - one for the entire group.

F. One Chief Steward for the entire unit covered hereby.

G. Intercept Program - four.

H. Transportation - three.

In addition, AFSCME may designate, and Management shall recognize, an alternate steward for each of the aforementioned regular stewards to serve in the absence of said regular steward. AFSCME shall promptly furnish the Chief Probation Officer and the Department of Children Services, Personnel Officer with a written list of the names of the employees designated as stewards and alternates and the areas in which they are assigned steward responsibilities, which list will be kept current by AFSCME.

Section 2. Steward Representation

When stewards desire to leave their work locations to transact such investigations or process grievances, they shall first obtain permission from their immediate supervisor and inform him of the nature of the business, their destination(s), and approximate time of return to their regular work location. Permission to leave will be granted promptly unless such absence would cause an unreasonable interruption of work. Upon entering other work location, stewards 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 unreasonable interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available.

Section 3. Steward Time Off

Whenever investigation or 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. Stewards designated to service camps will be permitted up to six hours off per month without loss of pay for investigating or processing formal grievances. The AFSCME President, First Vice President, and Field Vice President, and the Chief Steward will be permitted reasonable time off without loss of pay to perform his responsibilities. All other stewards will be permitted, not to exceed 12 hours per month time off without loss of pay, for investigating or processing formal grievances. In the event an alternate steward acts in place of the regular steward during the absence of a regular steward, the time spent by the alternate steward will be included in the time off permitted without loss of pay for the regular steward as provided for herein. Additionally, alternate

stewards will be permitted time off as provided for herein only in the event of the bona fide absence of the regularly designated steward. Time required to conduct grievance hearings shall not constitute investigating and processing time.

Section 4. Assignment of Stewards

Properly designated stewards or Executive Board members will not be reassigned by Management during the term of this Memorandum of Understanding provided their work performance evaluation reflects a competent rating unless such reassignment is necessitated by clearly defined operational needs or requested by the employee.

ARTICLE 23 DISCIPLINARY ACTION

Section 1.

Disciplinary action will include letter of warning, written reprimand, suspension, demotion, or discharge. Any disciplinary action imposed on an employee may be processed through the grievance procedure contained in this Memorandum of Understanding. County will not issue a letter of warning, written reprimand, nor suspend, demote or discharge any permanent employee without just cause. If the County believes there is just cause to issue a written reprimand, suspend, demote or discharge a permanent employee, the County will furnish to the employee copies of any documents or written statements used by the County in justifying its action. If the employee grieves the action, the County will, upon request of the employee, furnish the Union copies of any such documents.

Section 2.

When an employee investigation arises as a result of a citizen complaint, the department requires that the complaint be in writing and signed by the complainant.

Section 3.

When an emergent complaint (for example, via telephone) charges the employee with behavior or conduct which can be refuted or verified through immediate investigation, such an investigation will be initiated. If the employee is a Union member, the Union will be notified prior to the investigation.

Section 4.

When a citizen complaint charges the employee with behavior or conduct which cannot be verified via immediate investigation, the employee will be advised of the nature and source of the charge and that he is subject to investigation.

Section 5.

When evidence suggests that a law violation has occurred which may require the intervention of a law enforcement agency, the department makes such investigation as is necessary prior to referral to the law enforcement agency. In such cases, the employee will not be informed in advance of the investigation.

Section 6.

Where the employee has been notified that he is the subject of an administrative investigation, and no disciplinary action ensues from the investigation's findings, the employee will be noticed by the Department that said investigation has been concluded.

ARTICLE 24 PREGNANCY LEAVE

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

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

ARTICLE 25 PERSONNEL FILES

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

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

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 be referenced on such forms.

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

ARTICLE 26 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 the County a written authorization requesting that such deduction be made.

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

Section 2. Procedures

A. Agency Shop Defined

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

B. Religious Objections

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

D. Rescission

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

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 for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-members agency fee payers in 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, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully executive the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within (30) working days, the County-Auditor shall

commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable 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. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the Bargaining Unit and are subject to this agreement.

Such list shall include new hires, 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 27 WORK ACCESS

Authorized AFSCME representatives may be given access to work locations during working hours to conduct AFSCME grievance investigations and observe working conditions. AFSCME representatives desiring access to a work location hereunder shall state the purpose of his visit and request the Office or Institution Head's authorization before the intended visit unless the parties mutually agree to waive notice. In addition, AFSCME agrees that its representative will not knowingly interfere with operations of the department or any facility thereof.

AFSCME shall give to the Probation Department and the Department of Children Services Management of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by AFSCME. Access to work locations will be granted only to those representatives on the current list.

ARTICLE 28 EMPLOYEE RIGHTS IN THE EVENT OF 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 Local 685 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 Local 685 to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any 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 are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 29 AFFIRMATIVE ACTION

1. The immediate establishment of a joint committee to recommend to the Chief Probation Officer on affirmative action composed of an equal number of representatives of the Probation Department and Local 685, AFSCME, AFL-CIO, that such committee elects its own chairman and secretary; one representative each from the department and the union. Such positions shall annually be alternated between the department and the union.

2. The committee shall make recommendations to the department as are necessary to accomplish a meaningful affirmative action program consistent with the policy positions set forth by the County Board of Supervisors. Such recommendations shall, as soon as feasible, include an intra-department on-the-job training program designed to prepare for accelerated promotion to all levels of department operations, employees who are identified as racial or ethnic minorities as well as women. Participation in such training programs shall not, in any way, be abridged because of bargaining union affiliation or the lack of same.

3. The department, through all available channels, shall keep the entire department apprised of the progress of the department's affirmative action program, including,

   but not limited to, short, intermediate and long range goals of the department's affirmative action program, including reasonable deadlines.

4. The department shall, in submission of its budget request for future fiscal years, include a proposal for necessary funds and items required to effectuate its projected affirmative action thrust.

5. The parties shall jointly work toward the goals of the affirmative action program within the budgetary abilities of the County.

6. Probation management agrees to consult with the union regarding selection criteria for classifications within the Unit.

ARTICLE 30 EMPLOYEE LISTS

Section 1. Name

Management will provide to AFSCME every six months the names of employees entering the Unit. In addition, management shall provide, semi-annually, a list of the names of all members in the Unit alphabetized by work location.

Section 2. Automatic Dues Update

Management will provide, when available, a list which reflects the amount of dues deducted from each member of the Unit. Such list shall be made available on a monthly basis and shall be provided pursuant to all County rules, regulations or applicable laws as interpreted by the County.

Section 3. Information Brochure

Management will make available to each new employee a brochure furnished by AFSCME and approved by management.

ARTICLE 31 LEAVE OF ABSENCE FOR UNION'S BUSINESS

Not more than two employees covered hereby, at the written request of union, 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 union business with the County of Los Angeles.

ARTICLE 32 LAYOFFS

Layoff procedures shall be followed according to appropriate Los Angeles County Civil Service Rules.

When advance notice is available on the impact of pending changes which will result in layoffs, Management will, upon request, attempt to train the affected employees for other positions whenever possible. To be selected for such training, employees must have received at least a competent rating on their last performance evaluation. Employees who successfully complete such training will be given first opportunity to qualify for other positions.

Management agrees to make a reasonable effort to place permanent employees in departmental vacancies when Management determines that these employees are fully qualified for such vacancies.

The Chief Administrative Office, Human Resources shall prepare a listing of employees affected by the layoff and when sufficient advance notice is available, Management shall give such list to the appropriate AFSCME representative prior to the layoff. A Chief Administrative Office, Human Resources designate may consult, based upon appropriate Civil Service rules, on the accuracy of the list with an AFSCME representative. Complaints arising from layoffs arranged for as provided herein shall be handled by appropriate Civil Service procedures.

ARTICLE 33 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 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 of 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 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, 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 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 36 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. It is intended that this Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. 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 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 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME 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 affect of such change in accordance with the Grievance Procedure contained herein.

C. Failure by AFSCME to request consultation pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

D. 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.

E. Any agreement, alteration, understanding, variation, waiver, or modifications 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.

F. 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 37 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 Federal and State 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 commission of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or 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 38 MISCELLANEOUS

Section 1. Dress

Employees shall report to work cleanly attired and well groomed in dress appropriate to the work function of the employee and in accordance with agreements reached between labor and management.

Section 2. As-Needed and Temporary Employees

The Chief Probation Officer or Department of Children Services, Personnel Officer will request specialized examinations for employees who have worked in excess of six (6) consecutive months on a full-time basis in an as-needed or temporary status.

Section 3. Executive Bulletin No. 140

Executive Bulletin No. 140, dated October 3, 1966, and entitled "Change in Minimum Requirements for Certain Probation Series Positions" is hereby made a part of this agreement.

Section 4. Service of Subpoena

When employees of AFSCME subpoena other Probation Department or Department of Children Services employees in connection with administrative proceedings within the County, the Personnel Officer of the department will arrange for the service of such subpoenas and for the excuse from regular assignment of those so subpoenaed.

Section 5.

Management will inform AFSCME of departmental intent to freeze a job item within the Unit and the reasons therefore prior to freezing the item.

Section 6.

The parties agree to form the following committees consisting of five (5) representatives designated by management and five (5) representatives designated by the union for each committee: A committee to identify, study and discuss matters related to Pretrial Services; A committee to identify, study and discuss matters related to the classes of Transportation Deputy and Deputy Probation Officer I; A committee to identify, study and discuss matters related to MacLaren and Edelman Children=s Court employees represented by the union.

It is understood and agreed that the role of each committee will be advisory in nature, and that recommendations will be submitted to the Chief Probation Officer for his consideration, or to the Director of the Department of Children and Family Services as appropriate, and their decision shall be final.

The committees will convene upon request by the Union, but no later than sixty (60) days after ratification of this MOU, unless otherwise mutually agreed upon.

Section 7. Meal Time Coverage

A. When Field Services personnel are assigned to duties of Officer-of-the Day, such employees will be relieved from that duty for their lunch period. Relief will be provided by Management.

B. Camp and Juvenile Hall employees will be provided with meals if no meal time relief can be provided during the period of their working hours.

Section 8. Officer-of-the Day

It is Management's intent that calls referred to the Officer-of-the-Day will be properly screened. The Officer-of-the-Day has the right to clear casework decisions with a Supervising Deputy Probation Officer.

Section 9.

If prior to a Transportation Deputy finishing his work day Management determines that a juvenile must be picked up or dropped off on the Transportation Deputy's way in or going home from work, the affected Transportation Deputy will be assigned a County vehicle for such purpose.

Section 10. Business Cards

Management will provide business cards to Deputy Probation Officers if requested in the maximum amount of 500 cards over a two year period. Requests will be honored only for

those Officers at Deputy Probation Officer I (Field Services Bureau), Deputy Probation Officer II level, and Transportation Deputies, who must come in contact with the public or agency representatives.

The card presently issued shall be modified to include the name of the concerned employee.

Section 11. Committee

The parties agree to form a Committee to identify, study, and discuss matters related, but not limited, to badges, leaves of absence, procurement/maintenance of specialized equipment. The Committee shall consist of five (5) representatives designated by management, and five (5) employee representatives designated by the Union. The Committee will be established within 120 days of the receipt of the request from the Union.

It is understood and agreed that the role of this Committee will be advisory in nature, and that recommendations from the Committee will be submitted to the Chief Probation Officer for his consideration, and his decision shall be final.

New Section 12 DHR/Probation Review of DPO Classes for Assignment to Juvenile Halls

- Enhancing Professionalization
- Career Ladder

DHR in consultation with the Probation Department will conduct a review of the class specification concept, standards and duties of Deputy Probation Officers for the purpose of enhancing professionalization and establishing a career ladder in the Juvenile Halls. Such review will include assignment of professional positions (Deputy Probation Officers) to the Juvenile Halls and focus on the performance of professional duties including "treatment and counseling, case management, life skills assessment, evidenced based best practices and other direct services" for juveniles under the care and custody of the department.

The review shall be targeted for completion no later than January 15, 2006. The parties shall meet and discuss the review no later than February 15, 2006.

ARTICLE 39 AUTHORIZED AGENTS

For purposes of administering the terms and 1provisions 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 specific function or obligation set forth herein.

B. AFSCME, Local 685's authorized agent shall be its president or his duly authorized representative (address: 2500 Wilshire Boulevard, Suite 508, Los Angeles, California 90057; Telephone: (213) 386-5860).

ARTICLE 40 UNIFORMS

Nothing herein shall be construed to modify in any manner the uniform policy or standards in the Probation Department, and nor shall anything herein be construed as a waiver of Management's right to establish, change or otherwise modify uniform standards and dress codes.

Section 1 Wearing of Uniforms

At the discretion of management, employees shall be required to wear uniforms in the performance of their job duties.

Section 2 Initial Issue of Uniform Clothing

Each permanent or temporary employee (hereinafter as employee) in this bargaining unit; and any new employee promoted, appointed to, or transferred on an item in the bargaining unit, required by Management to wear a uniform, shall have an initial issue of the following uniform:

Clothing:

- 1 cap (optional)
- 5 short-sleeve shirts
- 5 trousers
- 1 field jacket with liner (one time issue only)
- 1 belt
- 1set of boots
- 5 rank insignias and emblems

5 sets of shoulder patches

1 identification card

Only specific articles of Uniform that Management require employees to wear shall be furnished. Employees may purchase additional uniforms, or specific uniform items as approved by management from an authorized dealer.

Department issued Uniforms shall be authorized for use only while an employee is on duty.

Section 3 Uniform Replacement and Maintenance

A. Replacement Items

Uniform items damaged during the course of employment shall be replaced at the discretion of management.

Employees in this bargaining unit shall be responsible for the replacement of each uniform item previously issued and considered substandard under the Department's uniform policy guidelines. Uniform items may be replaced by management on an as-needed basis, except where such replacement is as a result of unauthorized use or improper or substandard care.

B. General Provisions

Department 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.

Employees in the Unit shall be responsible for the laundry, care and maintenance for their own uniforms.

Section 4 Uniform Replacement and Maintenance Allowance

Permanent employees in this Unit and employed on December 1, 2006, shall be entitled to a lump sum payment of five hundred dollars ($500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2006, and December 15, 2006, by separate payroll warrant.

In addition to the above, permanent employees in this Unit and employed on December 1, 2007, shall be entitled to a lump sum payment of five hundred dollars ($500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2007, and December 15, 2007, by separate payroll warrant.

Permanent employees in this Unit and employed on December 1, 2008, shall be entitled to a lump sum payment of five hundred dollars ($500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2013, shall be entitled to a lump sum payment of five hundred dollars ($500.00) in lieu of the uniform items

previously issued. Such payment shall be made between December 1, 2013, and December 15, 2013, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2014, shall be entitled to a lump sum payment of five hundred dollars ($500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2014, and December 15, 2014, by separate payroll warrant.

The uniform allowance shall not constitute a base rate.

Section 5 Return of Uniform and Uniform Items

In the event any employee in the Unit terminates from County service within six months of the initial issue of such uniforms and uniform items, he/she must return them to the Department, and in all cases upon termination from the Department or County Service, or transfer from one department to another department, the employee must return all issued uniforms and uniform items listed in Section 2.

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 LOCAL 685

By_____
President, Local 685

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By_____
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

APPENDIX A

TRANSPORTATION WORK SCHEDULE

	ASSIGNMENT	USUAL SCHEDULE
1.	ANTELOPE VALLEY COURT	4-day Work Week 7:00 - 6:00
2.	COMPTON COURT	Monday thru Friday 7:00 - 4:00 9:00 - 6:00
3.	INGLEWOOD COURT	Monday thru Friday 7:30 - 4:30 9:00 - 6:00
4.	KENYON JUVENILE JUSTICE CENTER	Monday thru Friday 7:30 - 4:30 9:00 - 6:00
5.	LONG BEACH COURT	Monday thru Friday 7:00 - 4:00 9:00 - 6:00
6.	PASADENA COURT	Monday thru Friday 7:30 - 4:30 9:30 - 6:30
7.	POMONA COURT	Monday thru Friday 7:00 - 4:00 9:00 - 6:00
8.	EAST CAMPS	Monday thru Friday 7:00 - 4:00
9.	WEST CAMPS	Monday thru Friday 6:00 - 3:00
10.	NORTH CAMPS	Monday thru Friday 7:00 - 4:00
11.	MID VALLEY CAMPS	Monday thru Friday 7:00 - 4:00
12.	LP MOVEMENTS	Monday thru Friday 6:00 - 3:00
13.	SFV MOVEMENTS	Monday thru Friday 6:00 - 3:00

	ASSIGNMENT	USUAL SCHEDULE
14.	TRANSIENTS	Monday thru Friday 7:00 - 4:00
15.	WORK SCHEDULE	Monday thru Friday 6:00 - 3:00
16.	WORK SCHEDULE	Monday thru Friday 7:30 - 4:30
17.	WORK SCHEDULE	Monday thru Friday 8:30 - 5:30
18.	WORK SCHEDULE	Monday thru Friday 10:00 - 7:00
19.	WORK SCHEDULE	Monday thru Friday 7:00 - 4:00
20.	Challenger Run	11:00 a.m. to 8:00 p.m.