MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
REGARDING THE
DEPUTY DISTRICT ATTORNEYS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 11th day of February, 2014,

BY AND BETWEEN

Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County"),

AND

Association for Los Angeles Deputy District Attorneys (hereinafter referred to as "ADDA").

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ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Association of Deputy District Attorneys (ADDA) was certified on March 24, 2008, by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 801 (Deputy District Attorneys I, II, III and IV) previously found to be an appropriate unit by the Employee Relations Commission. Management hereby recognizes the ADDA as the certified exclusive bargaining representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County 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 Board of Supervisors approval. If the parties do not mutually agree to implement appropriate provisions of this Memorandum

not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

Notwithstanding the above, the provisions of Article 15, Management Rights, which differ from Section 5 of the Employee Relations Ordinance, shall be implemented only by mutual agreement of the parties.

ARTICLE 4 AUTHORIZED AGENTS

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

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

B. ADDA's principal authorized agent shall be its President (Address: c/o AFSCME District Council 36 514 S. Shatto Place, Los Angeles, CA 90020, Telephone: (213) 487-9887).

ARTICLE 5 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 ADDA nor Management, nor their authorized representatives will appear before the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 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 ADDA and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee 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, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

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

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding during the period May 1 through May 31, 2015.

Negotiations shall begin no later than June 1, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

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

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

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

4. Immediate Supervisor: means DIC, AHD, HD in the LADA's office, generally this will be the supervisor who signs the employee's Performance Evaluation as "rater."

5. "Grievant" means a Deputy District Attorney I, II, III, and IV in the LADA's office.

Section 3. Responsibilities

ADDA agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. Most problems or complaints can be settled if the employee will promptly, informally and amicably discuss them with his/her supervisor. This desired initial discussion should ideally precede any use of the formal grievance procedure.

1. Departmental Management has the responsibility to:

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

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

2. The ADDA 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. If the grievance is returned to the employee, Management will state in writing the reasons for the return.

Section 4. Waivers and Time Limits

1. A grievance must be initiated on an office of District Attorney Grievance Form within 10 business days of the occurrence of the matter on which the grievance is based.

2. 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.

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

4. 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 may be subject to reconsideration by mutual agreement.

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

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of one representative to represent the employee in formal grievance meetings with Management.

2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice, no less than 24 hrs notice, to ensure that his/her absence will not unduly interfere with Departmental operations.

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

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

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

Section 6. The Parties' Rights and Restrictions

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

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

3. The ADDA representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

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

Section 7. Procedures

Level 1.

A. A grievance must be initiated on an Office of the District Attorney Grievance Form within ten (10) business days of the occurrence of the matter or of learning of the occurrence of the matter on which the grievance is based. The matter must be stated clearly and the grievant must propose a remedy. The employee shall submit an original and two copies of the Grievance Form to his/her immediate supervisor and retain one copy.

B. The Level 1 grievance is reviewed, evaluated, and decided by the employee's immediate supervisor. Generally, this will be the supervisor who signs the employee's Performance Evaluation as "rater." The Level 1 supervisor will arrange a meeting date and location with the employee and/or the employee's representative, within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance From and a completed Grievance Response Form-Level 1, will be returned to the employee within ten (10) business days. Supervisors should complete the Level 1 process within the specified time period unless there has been a mutually agreed upon time waiver.

C. A Level 1 grievance may be denied due to the fact that it is not within the scope of authority of the supervisor to grant the requested remedy. A Level 1 supervisor may grant or deny, in part or in its entirety, an employee's grievance.

Level 2.

A. If the grievance is denied in whole or in part at Level 1, or if the employee is not satisfied with the Level 1 response, appeal may be made to Level 2. Within ten (10) business days from the receipt of the Level 1 response, the employee shall submit the original and one copy of the Grievance Form and the Grievance Response Form-Level 1, to the named Level 2 supervisor. The Level 2 supervisor is usually the supervisor of the Level 1 supervisor. The Level 2 supervisor will arrange a meeting date and location with the employee and/or the employee's representative within ten (10) business days from the receipt of the grievance forms. After the grievance meeting, the original Grievance Form and the completed Grievance Response Form-Level 2 will be returned to the employee within ten (10) business days. Supervisors should complete the Level 2 process within the specified time period unless there has been a mutually agreed upon time waiver.

B. A Level 2 grievance may be denied due to the fact that it is not within the scope of authority of the supervisor to grant the requested remedy. A Level 2 supervisor may grant or deny, in part or in its entirety, an employee's grievance.

Level 3.

A. If the grievance is denied in whole or in part at Level 2, or if the employee is not satisfied with the Level 2 response, review may be sought at Level 3. Within 10 business days from receipt of the Level 2 response, the employee shall submit the

original and one copy each of the Grievance Form and the Grievance Response Forms –Levels 1 and 2, to the named Level 3 supervisor. The Level 3 supervisor will usually be the supervisor of the Level 2 supervisor. The Level 3 supervisor will arrange a meeting date and location with the employee and/or the employee's representative within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and the completed Grievance Response Form -Level 3 will be returned to the employee within 10 business days. Supervisors should complete the Level 3 process within the specified time period unless there has been a mutually agreed upon time waver.

Section 8. Arbitration

- Within ten (10) business days from the receipt of the written decision of the department head or his designated representative, an employee, only if he/she is represented by ADDA, may request that the grievance be submitted as provided for hereinafter.

- Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by ADDA in all steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

i. 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;

ii. 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

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

iv. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the County, an obligation which would be in conflict with the applicable law

and/or the contracts or service agreements between the County and the carrier to provider;

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

vi. In the event ADDA desires to request that a grievance which meets the requirements of Section 8, Paragraph (ii) hereof be submitted to arbitration, ADDA shall within the time requirements set forth above send a written request for arbitration to County's Employee Relations Commission which request shall;

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

2. 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 choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon

receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;

3. Arbitration procedures conducted under the authority of the Section 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.

vii. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

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

viii. Prior to hearing by an arbitrator, a representative of the County and ADDA 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 ADDA cannot jointly agree on a submission statement, the arbitrator shall determine the issue(s) to be resolved.

ix. 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.

x. The decision of the arbitrator shall be binding upon ADDA. 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. ADDA may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of the Memorandum of Understanding.

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

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 10 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both ADDA and Management must mutually agree to submit a qualifying grievance to grievance mediation.

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

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

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

all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

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

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

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

ARTICLE 11 GRIEVANCE REPRESENTATIVES - ADDA

It is agreed by the parties to the Memorandum of Understanding that the ADDA may select a reasonable number of ADDA Grievance representatives for this Unit. ADDA shall provide a written list of the names of Grievance Representatives who have been selected as an ADDA Grievance Representative. This list shall be kept current by ADDA.

ADDA Grievance Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. ADDA Grievance Representatives, when leaving their work locations to conduct such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the ADDA Grievance Representative will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays after the time of the ADDA representative's request unless otherwise mutually agreed to.

Upon entering a work location, the ADDA Grievance Representative shall inform the cognizant supervisor of the nature of the union representative's business. Permission

to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the ADDA Grievance Representative will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the union representative's request, unless otherwise mutually agreed to.

ADDA agrees that an ADDA Grievance Representative shall not log compensatory time or premium pay time for the time spent performing any function of a steward/ADDA representative.

ARTICLE 12 GRIEVANCES - GENERAL IN CHARACTER

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

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

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

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

C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to ADDA, in writing, setting forth Management's decision and reasons therefore.

D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Article 9, Section 8 the disagreement may be submitted to arbitration in accordance with the provisions of Article 9, Section 8 of the 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 9, of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of

individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 hereof.

ARTICLE 13 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 9, 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 the parties. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

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

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

   B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of

the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

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

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 outside counsel except for in-house staff 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/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

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

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

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

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

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

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other Executive 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:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 14 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

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

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

Section 2. Security Clause

Any employees in this unit who have authorized ADDA dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the unit may terminate such ADDA dues during the period September 1, through September 30, 2013 and 2014, by notifying the ADDA of their termination of ADDA dues deduction. Such notification shall be by certified mail to the President of the ADDA and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name from which said dues deductions are to be canceled.

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

Section 3. Agency Shop Election

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

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

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

If the majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4. Agency Shop

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

A. Agency Shop Defined

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

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 ADDA. 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 Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

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

D. ADDA Responsibilities - Hudson Notice

The ADDA agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop 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-member agency shop fee payers for each year that the agency shop agreement is in effect.

E. Implementation

Upon payment of initial programming costs, as determined by Auditor-Controller, management shall provide the union with access to employee lists electronically on a monthly basis.

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 ADDA and that all employees subject to the Memorandum of Understanding must either join the ADDA; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the ADDA; 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 ADDA dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the ADDA or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to ADDA dues from the regular pay warrants of such employee.

The effective date of deducting ADDA 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.

F. List of New Employees/Separations

Upon payment of initial programming costs, as determined by Auditor-Controller, management shall provide the union with access to employee lists via internet on a monthly basis.

The County will furnish the ADDA 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, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

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.

Section 5. Indemnification Clause

The ADDA 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 15 MANAGEMENT RIGHTS

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

ARTICLE 16 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement 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 the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Deputy District Attorneys.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

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 17 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, including the Americans with Disabilities Act, State and County laws and regulations, the Charter of the County of Los Angeles and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or County laws, rules and regulations or is otherwise held to be 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 18 CONTRIBUTION TO PROFESSIONAL DUES

The County shall annually pay to the California State Bar, the full amount of the basic membership fees for each person who holds the classification of Deputy District Attorney I, Deputy District Attorney II, Deputy District Attorney III or Deputy District Attorney IV. This payment shall be limited to those persons who have accepted an offer of employment or are employed as Deputy District Attorneys on or before February 1 of each calendar year for which the membership fee payment is required.

The Office of the District Attorney shall establish and disseminate procedures to be followed by Deputy District Attorneys for the payment of these membership fees.

Deputy District Attorneys requesting payment of their basic State Bar membership fees shall follow the procedures set by the Department. Such payment shall be made in accordance with the County of Los Angeles Auditor-Controller procedures and deadlines.

ARTICLE 19 EMPLOYEE LISTS

Within sixty days from the effective date of this Memorandum of Understanding, Management shall provide ADDA with a monthly list of the names, home address, and home telephone numbers of all employees in the Unit.

Management will make available to each new employee entering the Unit a card furnished by the ADDA, written as follows:

> ADDA has been certified as your majority representative. ADDA is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.
>
> If you want information, or if you wish to join ADDA, call (213) 487-9887.
>
> Association of Los Angeles Deputy District Attorney's,
> c/o AFSCME District Council 36
> 514 S. Shatto Place
> Los Angeles, CA 90020

ARTICLE 20 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 ADDA 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 Executive Officer, the Labor Relations Office will arrange to meet with representatives of ADDA to advise them of this action within five (5) days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood 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 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by ADDA or any person acting on its behalf and ADDA agrees not to sanction any such activity by its members, 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 ADDA fails to exercise good faith in halting the work interruption, ADDA 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 22 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that the employee was hired. The employee is to give two (2) days notice to the Human Resources Division for the purpose of inspecting and photocopying any materials in the employee's Official Personnel file to which the employee is entitled to have access. The employee may photocopy material to which the employee is entitled to have access from his or her Official Personnel file without charge.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor will take the following steps:

1. Write on or near the signature line of the document: "Employee refused to sign";

2. Verbally advise employee that, while there is no obligation to do so and no disciplinary action will result from a refusal to do so, he/she is requested to initial the "Employee refused to sign" notation on the document;

3. Sign and date the document;

4. Write on the document that a copy of the signed and dated document has been provided to the employee;

5. Provide a copy of the signed and dated document to the employee;

6. Follow established procedures to ensure that a copy of the signed and dated document is included in the employee's personnel file.

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 shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability 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 a violation of a specific provision of this agreement.

Management agrees that no properly used and approved 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.

An employee on reviewing his/her personnel file, may request and have any written warning or reprimand(s) issued more than (1) year prior to the date of the request removed from his/her personnel file except as such may be a part of an official permanent record (official file).

ARTICLE 23 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel 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 primary care giver (physician, nurse practitioner or nurse mid-wife), 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. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Unpaid Employee Organization Leave

ADDA requests for employee organizational leave for at least thirty (30) calendar days or more shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. ADDA may not have more than three (3) employees in the Bargaining Unit on leave of absence to accept employment with ADDA. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct ADDA, business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year.

Section 5. Family Leave

A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

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

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

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Bereavement Leave

The provisions of Los Angeles County Code section 6.02.080 regarding Bereavement Leave shall apply to employees in Bargaining Unit 801.

Section 8. Military Leave

The provisions of Los Angeles County Code Section 6.20.080(c) and applicable law, shall apply to employees in Bargaining Unit 801.

ARTICLE 24 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

-- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

-- The Chief Executive Officer may establish procedures and issue Executive instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

-- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

-- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

-- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

-- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

-- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:

    -- EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

-- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

-- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

-- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

-- An employee may take a total of one (1) year of EVTO with the following parameters:

-- A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- -- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.
- -- Retirement service credit will not accrue during this period.

-- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

-- FLSA Exempt employees must request EVTO in full work day increments.

-- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

-- EVTO is not available to employees on any other paid or unpaid leave.

-- Department Heads may continue to approve other unpaid leave of absences.

-- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

-- EVTO will be actively encouraged by Management and Local ADDA in order to achieve savings.

Special Unpaid Voluntary Time-Off

(60-Day Program)

Benefits Protected	Benefits Not Protected
Vacation Accrual	Jury Leave
Sick Leave Accrual	Bereavement Leave
Savings and Horizons Plan*	Witness Leave
Flexible Benefit Contributions	Civil Service Examination Leave
Step Advance	Weekend Pay
Retirement Service Credit**	Holiday Pay
Military Leave	

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D, and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 25 EMPLOYEE PAYCHECK ERRORS

A. Underpayments

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

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

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

B. Overpayments

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

2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by

the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 26 EMPLOYEE PARKING

Section 1. Safe and Adequate Parking

County Management will continue to make reasonable efforts to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location, unless otherwise required by AQMD regulations or law.

ARTICLE 27 ASSOCIATION RIGHTS

Section 1. ADDA Rights

It is understood and agreed that ADDA has the right to:

A. Represent its members before Management representatives regarding wages, hours, and other terms and conditions of employment.

B. Receive timely written notice of any ordinance, rule, resolution, or regulation directly relating to wages, hours, and other terms and conditions of employment.

C. Inspect an employee's personnel file at a reasonable time, upon request, during normal business hours, with the exception of all material obtained from other employers and agencies at the time the employee was hired, provided an authorized ADDA representative has the employee's written consent.

D. Use County facilities for membership meetings, (excluding meetings for the advancement of activities which have a negative impact on County operations), and conferences upon reasonable advance notice to the appropriate County official, subject to availability of such facilities.

Section 2. Bulletin Boards

Management agrees to provide at least one bulletin board for the exclusive use of the

ADDA in each area or facility employing more than 10 employees. ADDA shall have the right to use such bulletin board to post information or material concerning the following subjects:

A. ADDA recreational, social and related news bulletins;

B. Scheduled ADDA meetings;

C. Information concerning ADDA elections or the results thereof;

D. Reports of official business of ADDA including reports of committees or the Board of Directors.

Prior to posting any of the above materials on such bulletin board, such materials shall be initialed by an authorized representative of ADDA and of the DA authorized representative. All other material which ADDA desires to post shall first be approved by the Assistant DA (Administration) or designee.

Section 3. Work Access For Representation Purpose

The parties agree that authorized ADDA representatives will be given access to work locations during working hours to conduct business relating solely to the provisions of this Memorandum of Understanding. Access shall be guided by the following limitations:

1. ADDA shall furnish a list of representatives to the department head or his designated representative. ADDA will immediately notify the department of any change in its representatives.

2. A representative desiring access to a work location must state the purpose and request approval from the department head or his representative within a reasonable amount of time prior to an intended visit.

3. ADDA agrees that its representatives will not interfere with the operation of the department or any of its facilities.

4. Access will be granted to an authorized ADDA representative if, in the opinion of the department head or his representative, such access will not interfere with operations or adversely affect security.

5. If a requested visit is denied, an alternate time will be mutually agreed upon.

6. An employee designated as an authorized ADDA representative must obtain permission from his/her immediate supervisor to engage, during duty hours, in business relating to this Memorandum of Understanding. Permission to leave will be granted promptly unless such absence would interfere with efficient operations. If permission is denied, an alternate time will be designated.

Section 4. Intra-County Communications

It is agreed that during the term of this agreement ADDA may maintain a mailbox at DA's Headquarters.

Section 5. ADDA/Management Meetings

Management agrees to consult with the ADDA in conformity with Section 5 and Section 6(a) of the Employee Relations Ordinance.

Section 6. NEW EMPLOYEE ORIENTATION

Subject to prior approval of the District Attorney, representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding ADDA Union membership.

Section 7. Employee Lists

Management will provide ADDA with a list of all employees in the Unit within ninety (90) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than six month intervals when requested by ADDA at a reasonable cost determined by the office of the County Auditor-Controller.

Section 8.

Nothing contained in this Memorandum of Understanding shall be construed as a waiver by ADDA of its rights under Section 6 of the Employee Relations Ordinance, except for those matters specifically set forth in this Memorandum of Understanding.

Section 9.

Management also agrees to furnish to each new employee entering the Unit the letter (Exhibit A) supplied by ADDA explaining to the employee both his/her rights under the Employee Relations Ordinance and the status of ADDA as the certified majority representative for Deputy District Attorneys, as well as material related to the services and employee benefits programs offered by ADDA. Such material shall be approved by Management prior to distribution.

Section 10. WORK RELEASE FOR NEGOTATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding. The Chief Executive Office/Employee Relations Division will meet with the ADDA thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure release of seven employee representatives to attend and participate in successor contract negotiations.

The ADDA shall provide a final list containing the names of bargaining committee members to the Chief Executive Office/Employee Relations Division at least fifteen (15) days prior to the commencement of negotiations.

ARTICLE 28 HEALTH AND SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. ADDA will cooperate by encouraging all employees to perform their work in a safe manner. Employees are encouraged in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, ADDA may consult with the Chief of Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designate. A representative of such branch shall respond to the Department Head and ADDA within ten (10) days.

If ADDA is not satisfied with the response of the Chief of Disability Benefits, Health and Safety Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 13. During such ten (10) days consultation between the Department Head and

ADDA will take place. Management shall make available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to update and to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3.

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

Section 4.

The parties agree to recommend to the Los Angeles County Labor-Management Advisory Committee on Productivity Enhancement that the committee place employee safety and security on its agenda as an item for consideration.

Section 5. Office Ergonomics

The parties acknowledge that grievances resulting from disputes regarding the Office Ergonomics guidelines appended hereto shall be subject to the provision of the Safety and Health Article of the applicable Memorandum of Understanding (see attached ERGO Guidelines).

ARTICLE 29 JOINT LABOR MANAGEMENT COMMITTEE

Section 1.

The parties agree to establish a Joint Labor/Management Committee in the Office of the District Attorney to meet regarding mandatory subjects of bargaining, and/or consult on employee relations matter in accordance with Employee relations Ordinance 5.04.090

(a). The purpose of the joint labor management committee is for the Office of the District Attorney and the Association of Deputy Attorneys (ADDA) to establish a forum for Labor and Management to regularly meet and jointly discuss issues to concern to Deputy District Attorneys in this Unit.

Section 2.

The Joint Labor/Management Committee shall consist of four (4) representatives designated by the Association of Deputy District Attorneys (ADDA). The District Attorney or the Chief Deputy District Attorney shall designate four (4) management representatives to be on the committee. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend Joint Labor Management Committee meetings.

Section 3.

The Joint/Labor Management Committee shall meet up to six times annually, upon written request of either party, or more frequently by mutual agreement, during working hours, on County paid-time, to discuss issues which include, but are not limited to, training, promotional process/opportunities, attendance at seminars, working conditions and/or other departmental operational matters.

Section 4.

The Committee shall develop its internal procedures, including scheduling meeting agenda, dates, times, and locations.

The Committee may also make advisory recommendations to the District Attorney, or his designated representative, for consideration.

Section 5.

The ADDA and the Office of the District Attorney agree to work collaboratively in the Joint Labor Management Committee aimed at developing a mutually agreed upon plan to submit to the court providing Deputy District Attorneys 24/7 access to their work sites without metal detector screening.

ARTICLE 30 SALARIES

Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit 801 effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9271	DEPUTY DISTRICT ATTORNEY I	CURRENT	N34M	88G	4622.18	6062.45
		10/01/2013	N34M	89D	4714.18	6183.09
		10/01/2014	N34M	90A	4808.00	6306.00
		04/01/2015	N34M	90J	4904.00	6431.82
9272	DEPUTY DISTRICT ATTORNEY II	CURRENT	NMX	99L	6290.64	9195.55
		10/01/2013	NMX	100H	6416.09	9379.00
		10/01/2014	NMX	101E	6543.73	9565.55
		04/01/2015	NMX	102B	6673.64	9755.36
9273	DEPUTY DISTRICT ATTORNEY III	CURRENT	NMW	108L	8029.45	11117.91
		10/01/2013	NMW	109H	8189.64	11339.73
		10/01/2014	NMW	110E	8352.55	11565.55
		04/01/2015	NMW	111B	8518.27	11795.36
9274	DEPUTY DISTRICT ATTORNEY IV	CURRENT	NMX	113B	8993.45	13146.82
		10/01/2013	NMX	113K	9173.09	13409.36
		10/01/2014	NMX	114G	9356.00	13677.36
		04/01/2015	NMX	115D	9541.91	13949.91

Section 2.

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

Section 3. 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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) 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 (5) 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 Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/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 thirty (30) days effective to his/her step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or his/her designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that ADDA 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 4.

Employees in this bargaining unit shall be exempt salaried consistent with the provisions of Chapter 6.09 of the Los Angeles County Code.

The process of overtime accrual and usage shall be consistent with County-wide regulations issued by the Chief Executive Officer.

Compensatory time off will be credited and accrued at the straight time rate, and must be assigned and approved by the Department Head, and or approved by the supervisor, before overtime is worked. Employees in the Unit have to request prior supervisory approval, before taking off anytime during normal business hours including approved accrued compensatory time off in full eight hour shifts.

ARTICLE 31 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

ARTICLE 32 EMPLOYEE BENEFITS

Section 1.

It is the intent of the parties that, during the term of this agreement, permanent employees in Bargaining Unit 801 in the job classification of Deputy District Attorney I, II, III and IV, shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit, class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred to the classification of Deputy District Attorney I, II, III or IV, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is intent of the parties' that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current or future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with the Association of Deputy District Attorneys prior to

implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings Plan for non-represented employees, including contributions, plan design and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 8).

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.

ASSOCIATION FOR LOS ANGELES
DEPUTY DISTRICT ATTORNEY'S

By _____
Donna M. McClay, President
President, ADDA

By _____
Cheryl Parisi, Executive Director
AFSCME Council 36

By _____
Tris Carpenter, Chief Negotiator
ADDA/AFSCME District Council 36

COUNTY OF LOS ANGELES
AUTHORIZEDMANAGEMENT
REPRESENTATIVES

By _____
William T Fujioka
Chief Executive Officer

By _____
Jackie Lacey
District Attorney

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

LOS ANGELES COUNTY ASSOCIATION
OF DEPUTY DISTRCT ATTORNEY'S
(LACOADDA)

By _____
Loren Naiman, Treasurer

By _____
Susan Powers, Secretary

By _____
Jeffrey A. McGrath, Director

By _____
Karen Lee Tandler, Director

By _____
F.M. Tavelman, Director

By _____
Bobby Grace, Director

By _____
James R. Bozajian, Director

By _____
John Harrold, Director

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

OFFICE ERGONOMIC GUIDELINES

The lease, purchase, and installation of computer monitors/microfiche viewers, keyboards, accessories, and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.

b. The windows in the work area should have blinds or drapes.

c. The work area should be painted with low-reflective colors.

d. The lighting in the work area should be from indirect or recessed sources.

e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

a. Luminance of characters and background should have a high contrast ratio.

b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.

b. The monitor should be adjustable, fit the operator's plane of vision, and provide a high contrast ratio.

c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. PRINTER

a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. CHAIR AND DESK

a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests, and backrest should be made of moisture absorbing material.

b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.

c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.

d. The document holder should be adjustable for height, distance, and angle.

e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.

b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.

c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

JMG:rld