# MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE APPRAISERS NON-SUPERVISORY EMPLOYEE REPRESENTATION UNIT

This MEMORANDUM OF UNDERSTANDING made and entered into this 26th day of January, 2016,

| | |
|---|---|
| BY AND BETWEEN | Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County") |
| AND | California Association of Professional Employees (hereinafter referred to as CAPE or "Union"). |

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## ARTICLE 1 RECOGNITION

### Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, CAPE was certified on April 23, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-94-69) as the majority representative of County employees in the Appraisers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE as the certified majority representative of the employees in said Unit. The term "employee" or "employees"" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission:

| Item No. | Title |
|---|---|
| 1960 | Appraiser Trainee |
| 1958 | Appraiser Assistant |
| 1962 | Appraiser |
| 1965 | Appraiser Specialist I |
| 1969 | Appraiser Specialist II |
| 1978 | Assistant Property Assessment Specialist |
| 1979 | Property Assessment Specialist |

### Section 2. Exclusive Recognition

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

ARTICLE 2 NON-DISCRIMINATION

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

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
either in whole or in part 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 hereof; and

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

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be thereafter null and void.

ARTICLE 4 TERM

The provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness defined in Article 3, Implementation are fully met and shall expire at midnight, September 30, 2018, unless the parties have reached agreement on a successor Memorandum of Understanding by that date in accordance with the provisions of Article 5, Renegotiation.

In no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 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 during the period from May 15, 2018 through May 30, 20185, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2018. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2018, unless the parties mutually agree to continue negotiations.

## ARTICLE 6 SALARIES

### Section 1. Recommended Salary Adjustments

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

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|---|---|---|---|---|---|---|
| 1962 | APPRAISER | CURRENT | NMY | 80E | 3705.73 | 6368.91 |
| | | 10/01/2015 | NMY | 81F | 3816.36 | 6559.91 |
| | | 10/01/2016 | NMY | 82G | 3929.27 | 6756.82 |
| | | 10/01/2017 | NMY | 83D | 4006.73 | 6891.27 |
| | | 04/01/2018 | NMY | 84A | 4086.00 | 7028.00 |
| 1958 | APPRAISER'S ASSISTANT | CURRENT | NM | 70E | 2836.00 | 3705.73 |
| | | 10/01/2015 | NM | 71F | 2920.00 | 3816.36 |
| | | 10/01/2016 | NM | 72G | 3006.18 | 3929.27 |
| | | 10/01/2017 | NM | 73D | 3065.36 | 4006.73 |
| | | 04/01/2018 | NM | 74A | 3125.00 | 4086.00 |
| 1965 | APPRAISER SPECIALIST I | CURRENT | NM | 94E | 5412.45 | 7098.18 |
| | | 10/01/2015 | NM | 95F | 5574.64 | 7311.45 |
| | | 10/01/2016 | NM | 96G | 5742.09 | 7531.27 |
| | | 10/01/2017 | NM | 97D | 5856.64 | 7681.27 |
| | | 04/01/2018 | NM | 98A | 5973.00 | 7834.00 |
| 1969 | APPRAISER SPECIALIST II | CURRENT | NM | 96E | 5713.73 | 7494.18 |
| | | 10/01/2015 | NM | 97F | 5885.73 | 7719.45 |
| | | 10/01/2016 | NM | 98G | 6062.45 | 7951.27 |
| | | 10/01/2017 | NM | 99D | 6183.09 | 8109.27 |
| | | 04/01/2018 | NM | 100A | 6306.00 | 8270.00 |
| 1960 | APPRAISER TRAINEE | CURRENT | | F | | 3485.11 |
| | | 10/01/2015 | | F | | 3589.66 |
| | | 10/01/2016 | | F | | 3697.35 |
| | | 10/01/2017 | | F | | 3771.30 |
| | | 04/01/2018 | | F | | 3846.73 |
| 1978 | ASST PROPERTY ASSESSMENT SPECIALIST | CURRENT | NM | 86E | 4356.27 | 5713.73 |
| | | 10/01/2015 | NM | 87F | 4487.45 | 5885.73 |
| | | 10/01/2016 | NM | 88G | 4622.18 | 6062.45 |
| | | 10/01/2017 | NM | 89D | 4714.18 | 6183.09 |
| | | 04/01/2018 | NM | 90A | 4808.00 | 6306.00 |
| 1979 | PROPERTY ASSESSMENT SPECIALIST | CURRENT | NM | 94E | 5412.45 | 7098.18 |
| | | 10/01/2015 | NM | 95F | 5574.64 | 7311.45 |
| | | 10/01/2016 | NM | 96G | 5742.09 | 7531.27 |
| | | 10/01/2017 | NM | 97D | 5856.64 | 7681.27 |
| | | 04/01/2018 | NM | 98A | 5973.00 | 7834.00 |

Section 2.

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

Section 3.

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

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

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

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

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

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days.

Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties

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

## ARTICLE 7 SPECIAL PAY PRACTICES AND PROVISIONS

### Section 1. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift or normal workweek and departure from his work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half.

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 workday 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.

### Section 2. Superior Subordinate Pay

The Director of Personnel shall authorize compensation for a supervisor at a rate of $1.00 per month more than the base rate of his highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

Section 3. Laundry Allowance

A laundry and dry cleaning allowance of $20.00 per week is to be paid to Appraisers assigned to work outside the County of Los Angeles for periods in excess of 14 calendar days.

Section 4. Travel Expense

Employees covered herein who are required to travel on County business shall be entitled to reimbursement for expenses pursuant to Section 5.40.060 of the County Code.

Rates will be adjusted pursuant to the procedures and provisions contained in Section 5.40.095 of the County Code.

Section 5. Leave Day

Employees covered herein who, as a result of their assignment, are required to be absent from Los Angeles County for a period of twenty-five (25) consecutive calendar days or more shall receive one-half (½) day leave at regular pay, for each weekend spent out of Los Angeles County as a result of their assignment, subject to a limit of eight (8) days per employee per fiscal year. In addition, employees absent from Los Angeles County for a period of thirty-five (35) consecutive calendar days or more shall receive an additional one (1) full day leave at regular pay.

Section 6. Trips Home

Any person covered by this contract shall be entitled to make one trip home at County expense for each thirty (30) consecutive calendar days that person is assigned to work outside of the County of Los Angeles.

Section 7. Telephone Calls Home

Any person covered by this contract shall be entitled to make one telephone call home at County expense for each 7 consecutive calendar days that person is assigned to work outside the County of Los Angeles.

Section 8. Advanced State Certification

Any person who is employed on a permanent, full-time position covered by this contract will receive additional compensation of $55.00 per pay period ($110.00 per month) through June 30, 2007, if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization, as described in Section 671 of the Revenue & Taxation Code.

Any person who is employed on a permanent, full-time position covered by this contract will receive additional compensation of $65.00 per pay period ($130.00 per month) commencing July 1, 2007 if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization as of June 30, 2007, as described in Section 671 of the Revenue and Taxation Code.

Any person, who earns an advanced Appraiser Certification on July 1, 2007 or after, will receive the $67.00 per pay period ($134.00 per month) additional compensation effective the first day of the following calendar month in which the Certification is issued.

The parties agree that employees may use County time when taking the examination for Advanced State Certification if the examination is taken in Los Angeles County.

Section 9. Performance Evaluations

Any reference to production rates in performance ratings will be within the guidelines promulgated by the Assessor Department in Operating Practice #2342-1-0.

Section 10. Assignment of Additional Responsibilities

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

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

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

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

1. Perform all the significant duties of a higher level class for more than 20 consecutive working days. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard salary schedules. In this case, the bonus shall be the difference between the two classes.

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

   The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed.

Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 13 for the same assignment.

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

Section 11. Professional Association Dues

Effective July 1, 2007, Management agrees to pay up to $80 (increased from $60 previously, annually for reimbursement of dues for the following professional associations:

- International Association of Assessing Officers (IAAO)
- Society of Auditor Appraisers (SAA)
- Appraisal Institute
- American Society of Appraisers (ASA)

## 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.

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

Employees may elect to accrue up to 40 hours of FSLA overtime worked to be used as compensatory time off in lieu of pay, at the rate of time and one-half (1 ½) for each hour of overtime worked. This accrued time is to be used as compensatory time off in lieu of pay within the end of the following two (2) years.

Section 2. Distribution of Overtime

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

Section 3. Management Authority

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

Section 4. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5. Department Head Authority

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

Section 6.

On or after March 1, 2000, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

## ARTICLE 9 EMPLOYEE BENEFITS

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

## ARTICLE 10 BULLETIN BOARDS

Management will furnish CAPE bulletin board space not to exceed 17" x 27" at reasonable locations. The boards shall be used only for the following subjects:

A. CAPE recreational, social and related news bulletins;

B. Schedule CAPE meetings;

C. Information concerning CAPE elections or the results thereof;

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

E. Any other written material which first has been approved by the Assessor or his authorized representative.

Prior to posting, any material shall be initialed by an authorized representative of both CAPE and the Assessor.

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

## ARTICLE 11 SAFETY

### Section 1. Parties' Responsibilities

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

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

If the area representative is not satisfied with the response of the safety officer, a CAPE representative may consult with the Chief of the Health, Safety, Disability and Benefits Division of the Department of Human Resources or his designate. A representative of such branch shall investigate the matter and advise the Assessor and CAPE of his findings, and recommendations, if any.

Section 2.

Management and CAPE 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.

## ARTICLE 12 WORK SCHEDULES

### Section 1. Schedule Changes

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior notice of five working days to the concerned employee.

Upon management deciding to modify the workweek by adding Saturday, Sunday, and/or evening hours, there shall be an equitable distribution of said hours by classification among all the employees in the unit.

### Section 2. Emergency Schedule Changes

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

### Section 3. Alternative Work Schedules/Telecommuting

Employees may request an alternative work schedule such as a nine (9) day, 80-hour two week schedule or a four (4) day, 40 hour one week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management.

Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

Nothing herein shall limit the authority of the Assessor to make changes to the workweek or daily shift times, as provided for in Section 1.

Individual employees may request to telecommute. Management will select those persons to participate in telecommuting, and will determine the parameters of the telecommuting program. All employees will be deemed eligible to participate in telecommuting unless Management determines that the individual employee cannot effectively telecommute because of his/her skills, work assignment, experience or prior performance. It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either Management or the participating employee.

## ARTICLE 13 OUT-OF-CLASS ASSIGNMENT

### Section 1. Definitions

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

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

### Section 2. Conditions

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

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

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

or pay the employee the bonus. The bonus is paid from the date of request for relief and terminates when the conditions of this Article are no longer met.

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

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

Section 3. Special Provisions

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

B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

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

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

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

F. Management shall provide CAPE on a quarterly basis a list of employees within this bargaining unit who are receiving an out- of-class assignment bonus, during the term of this agreement.

## ARTICLE 14 PARTICIPATION IN TUITION REIMBURSEMENT PROGRAM

Section 1.

The Assessor's Department is encouraged to implement the provisions of the County Code, Chapter 5.52, Tuition Reimbursement Program. In conformance with the provisions of Section 5.52.030 of the County Code, Departmental Advisory Committee, the Assessor Department Committee on Tuition Reimbursement shall include at least two employees from this unit on said committee. No more than one employee may represent each of the Real Property and Personal Property sections.

Section 2.

The Committee shall meet to review courses requested by employees under provisions of the County approved tuition reimbursement plan in order to recommend courses and classifications eligible for such courses to be included in the annual tuition reimbursement request.

Section 3.

The Committee will meet at least once during the term of this Memorandum of Understanding, at a time to be designated by the Assessor's Department Management.

Section 4.

The Committee will further meet upon the written request of the employee representatives on the Committee, at a timely mutually acceptable to departmental management and employee representatives, provided such written request is accompanied by a written agenda and includes subjects appropriate to be discussed under this article. However, in no event shall the Assessor's Department be required to meet more than two times under provisions of this section.

Section 5. Reimbursement-Required Books

Employees shall be reimbursed for the cost of the required book(s) used under provisions of the Tuition Reimbursement Program.

Section 6. Program Funding Re-Opener

Parties shall meet by or before December 2013 and by or before December 2014 to discuss reinstatement and funding of Tuition Reimbursement Program.

## ARTICLE 15 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 pay check 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. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.

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

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

B. Overpayments

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

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

## ARTICLE 16 GRIEVANCE PROCEDURE

### Section 1. Purpose

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

### Section 2. Definitions

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

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

### Section 3. Responsibilities

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

2. Departmental management has the responsibility to:

   A. Inform an employee 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.

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

Section 4. Waivers and Time Limits

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

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

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

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

Section 5. Employee Rights and Restrictions

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

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

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

Section 6. The Parties' Rights and Restrictions

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

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

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

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

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

Section 7. Procedure

Step 1. Supervisor

A. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental management.

The employee shall submit two copies to his immediate supervisor and retain the third copy.

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

Step 2. Middle Management

A. Within ten business days from his receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by his department head. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.

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

Step 3. Department Head

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

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

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

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

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the department head or his designated representative, CAPE 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 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 within 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 Department of Personnel, or any other County Department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

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

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

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

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

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

5. Prior to a hearing by an arbitrator, a representative of the County and CAPE 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 CAPE 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 CAPE. 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 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
Implementation
Term
Renegotiation
Non-Discrimination
Safety and Health
Payroll Deductions and Dues
Authorized Agents
Provisions of Law

## ARTICLE 17 GRIEVANCE - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE 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 either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set 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; the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Director of Personnel or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

C. Within thirty (30) business days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, of Article 17, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 17 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 17 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of the employees in the unit, as distinguished from the rights of the 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 17 hereof.

## ARTICLE 18 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 17, 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 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 Department of Personnel, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

D. Grievance on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986, will not be referred to arbitration.

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, and 3) there will be no post hearing briefs.

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

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

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

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

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

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

## ARTICLE 19 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of Employee Representatives agreed upon by CAPE and the Assessors Department. CAPE shall give the Assessor and the Chief Executive Office a written list of the names of employees selected as Employee Representative which list shall be kept current by CAPE and only employees designated as authorized Employee Representative will be recognized by the County.

CAPE agrees that whenever investigation or the processing of a formal grievance 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. Employee Representatives desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the Employee Representative shall inform the supervisor of the nature of his business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Employee Representative will be informed when the employee will be made available.

The Employee Representative shall perform the aforementioned duties without loss of pay.

## ARTICLE 20 PAYROLL DEDUCTIONS AND DUES

### Section 1. Deductions and Dues

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

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

### Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1 to September 30, 2018, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: Employee name, employee number, job classification, department name and name of Union from which dues deduction are to be canceled.

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

Section 3. Agency Election

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

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

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

If the majority of 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.

If a majority of those employees voting, vote in favor of an agency ship, 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 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 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 who has historically held conscientious objections to join 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 Service Code. Such funds shall be collected through payroll deduction and remitted to the Union. The Union shall forward such funds 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 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 and 2 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

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. 1066b (1986). Such notice and procedures shall be provided to non-member 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; or pay an Agency Shop Fee to the Union; or execute 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 both the Union and departmental payroll office. If the form is completed and returned within thirty (3) working days, the County Auditor shall commence and continue a payroll deduction of an Agency Shop Fee, from the regular pay warrants of such employee.

The effective date of deducting Union dues, 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.

Section 5. 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 21 WORK ACCESS

A Business Representative of CAPE shall have access to the County's facilities during work hours for the purpose of conducting grievance investigations and observing working conditions. He shall request authorization for the visit by contacting the Department Head or his designated representative two (2) hours prior to the visit. A shorter notification period may prove acceptable by mutual agreement between the parties.

CAPE shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by CAPE. Access to work locations will only be granted to representatives on the current list.

### New Employee Orientation

Subject to prior approval of the Department Head, CAPE representatives shall be notified of and participate in new employee orientations on County time for the sole purpose of providing employees information regarding CAPE Union membership.

Management agrees to allow CAPE representatives to make a presentation of thirty (30) minutes or less on the benefits of CAPE membership to each class of new employees entering the Unit.

Additionally, Management agrees to furnish each new employee entering the Unit with a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations Ordinance, the status of CAPE as the certified majority representative, and material related to the services and employee benefit programs offered by CAPE. CAPE shall inform employees that the County does not endorse any of the benefit programs offered by the Union.

Employee Lists

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification title, item number item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement. This employee lists provided to CAPE at a cost to be determined by the Auditor-Controller

## ARTICLE 22 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 23 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 because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

## ARTICLE 24 NOTICE OF LAYOFF

### Section 1. Board Policy on Work Force Reductions

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

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

a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq._ who perform functions comparable to the County employees whose classifications are contained within this unit., and

b) If the appointing authority proposes to retain a temporary, recurrent, 120 day retirees, or probationary employee performing duties of employees whose classification contained in this unit and layoff a permanent employee, the appointing authority may meet with CAPE at least 10 business days before any such proposed layoff to share the reasons for retaining the Temporary/Recurrent employee.

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

Section 2. Department of Human Resources

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

Section 3. Notice Provisions for Layoffs and Demotions

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

## 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 placed in an envelope and sealed in his personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

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

## ARTICLE 26 TRANSFERS

### Section 1.

Permanent full time employees in the Unit shall annually submit a preference request for work (pay) location assignment. Each employee shall submit up to three (3) choices for work (pay) location for the coming year. Requests shall be made only for assignments for which the employee is eligible by virtue of classification and experience. Preference requests filed herein shall be valid for a period of one (1) year from the designated last date of filing and must be renewed annually.

If a position becomes vacant, it will be at the sole discretion of the department head whether the position is to be filled by promotion or transfer. If the position is to be filled by transfer, any current requests for transfer which are on file shall be reviewed by management.

If an employee's current request for transfer is not approved, he/she may make a written request to meet with management within 45 days from effective date of transfer to discuss Management's reasons.

### Section 2.

The affected employee shall be given at least ten (10) business days prior notice of any such change in work reassignment.

Section 3.

All employees in this unit will receive mileage reimbursement for miles driven from their home to their actual work location in excess of those miles required to reach the office nearest their home. This change shall be effective the first day of the first month following the date of implementation. The definition of work location in this Section is that the Hall of Administration is one work location and each Regional/Area Office that has a separate street address is one work location.

No employee in the Unit will be transferred for disciplinary reasons.

Section 4. Temporary Transfers

Temporary transfers shall be made only for temporary emergency situations; for example, covering a position during the absence of an incumbent where his/her return to work is anticipated, to assume responsibility for increased workload for a limited period, or to participate in a special project which will last for a limited period of time.

Section 5. Special Assignments

Nothing in this Article shall preclude assignment of an employee to an assignment for which the employee has no relevant work experience or proper classification in the event that both the employee and departmental management agree that such assignment is in the best interest of both the department and the employee.

## ARTICLE 27 TRAINING

The Department of the Assessor agrees that it will provide a minimum of 24 hours of State Board of Equalization required annual training to appraisers who possess or hold an Advanced State Certification and a minimum of 24 hours of State Board approved training to all other appraisers. The training will be provided by the Department and will be conducted during the regular work day. The Department will continue to grant paid time off for employees in the unit to attend seminars and/or on-line training sponsored by the SBE and such associations as the International Association of Assessing Officers Chapter, and the Society of Auditor-Appraisers for the purpose of appraiser personnel gaining credit towards the training required to maintain their appraisal certificate.

The Department may grant paid time off for appraisal personnel to attend other State Board of Equalization approved training seminars to pick up the above referenced required training. Such approval will be at the sole discretion of management.

ARTICLE 28 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

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

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

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

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

## ARTICLE 29 EMPLOYEE RIGHTS/TRANSFER OF FUNCTIONS

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

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

ARTICLE 30 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 CAPE nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually or 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 31 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all applicable Federal, State and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or 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 32 AUTHORIZED AGENTS

For the purpose 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: Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 713, Los Angeles, California 90012; Telephone: (213) 974-1101), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. CAPE's principal authorized agent shall be the CAPE Board of Directors' duly authorized representative (Address: 3018 E. Colorado Blvd., Suite 200, Pasadena, CA 91107; Telephone: (626) 243-0340.

## ARTICLE 33 POSITION CLASSIFICATION STUDY

### Section 1. Definition and Authority

For the purpose of this Article, a classification study is a study by the Department of Human Resources, or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

### Section 2. Intent

It is the intention of the parties that this Article be included only to inform employees of the established process and procedures to follow when requesting a classification study on their own behalf and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

### Section 3.

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing through the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within 30 days with an explanation. If the employee still believes his/her request is justified, the employee has the right to resubmit the request to his/her department, which shall in turn schedule and conduct a classification study as defined by the Department of Human Resources.

Section 4. Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged.

It is further agreed that if within 90 days no action has been taken on an employee-initiated study, the department's Personnel Office shall provide a progress report to the employee and to the union upon request.

## ARTICLE 34 NEW EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a semi-monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, bargaining unit, department, division, work location, latest hire date, and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement.

This employee list shall be provided to CAPE at a cost to be determined by the Auditor-Controller.

## ARTICLE 35 JOINT LABOR – MANAGEMENT COMMITTEE (JLMC)

The parties shall convene a JLMC to study and make recommendations to the Appraiser's classification, Item No. 1962, ten (10) step salary range/compensation by July 1, 2007.

The parties shall also convene the JLMC to explore and implement agreed solutions to problems of mutual concerns, including, but not limited to:

- The number of positions, role and assignments of employees in the Appraiser Specialist I and II classifications
- Classification career paths
- Security of offices and surrounding area
- Library Reorganization
- 
- Code of Ethics and Professional Conduct
- Communication with new County employees hired into classifications within this unit as well as all County employees whose classifications are within this unit.

The JLMC shall consist of four representatives from the Association and four from the Department. The Association and Department Committee Members shall be provided all the information that any Committee Member identifies that is available for the Committee to study and make recommendations on the subject matter.

Schedule of Meetings:

Meetings of the JLMC will be scheduled between the parties provided adequate notice is given to each party, and a written agenda is submitted prior to each meeting.

## ARTICLE 36 EMPLOYEE USE OF BENEFIT TIME

During the months March through June each year, any special restrictions placed by the Assessor on the employees' ability to take benefit time off equal to 45 hours consecutively (including sick personal, vacation and accumulated compensatory time off) shall be consistent at all work locations.

Outside of the months of March through June each year, no special restrictions may be placed by the Assessor on timely requests by employees to take benefit time off.

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

# APPENDIX A

## 2015-2018 ASSESSOR PROJECTS

### CHANGES TO APPRAISER AND APPRAISER TRAINEE CLASSIFICATIONS

Why:

The Assessor's Office has identified the need for the ability to recruit, hire, and train new appraisers coming in with some job-related experience. Proposed changes to current classifications and training model will expedite the current 3-year process to train and work new hires to give them the experience they need to be fully productive appraisers.

Tasks:

- Eliminate Appraiser Trainee classification and recruit/hire at Appraiser classification.

- Revise Appraiser classification details and include expedited training process while maintaining the department's ability to recover the costs of training if the employee leaves County service prior to completing obligation to the department. County Code 5.51 Assessor Trainee Reimbursement Program.

- Convert budgeted Appraiser Trainee positions to budgeted Appraiser positions.

- Build in compensation process to allow Appraisers to advance from step 1 as new hire to step 3 within 12-18 months.

- If the Assessor implements this plan, no employee appointed as appraiser prior to plan implementation shall be paid less than an employee appointed after him/her.

New Special Pay Practice and Provision – Bonus for SBE Audit-Qualified Appraisers

Why:

The Assessor's Office acknowledges the need for more SBE audit-qualified appraisers to perform audits of appraisals. The department is committed to create a bonus as the incentive for appraisers who are audit qualified or become audit qualified.

Tasks:

- Confirm funding source(s) from departmental budget.

- Present proof of funding source and request for bonus to CEO

- Create bonus

CAPE reserves the right as set forth in the County of Los Angeles Employee Relations ordinance to respond to any decision and/or impact of the subjects addressed in Appendix A.

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.

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES

By _____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
SACHI A. HAMAI
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPEVISORS