MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE HEALTH INVESTIGATIVE AND SUPPORT SERVICES UNIT

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

BY AND BETWEEN

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

LOS ANGELES COUNTY ASSOCIATION OF ENVIRONMENTAL HEALTH SPECIALISTS (hereinafter referred to as "LACOAEHS" or "Association")

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ARTICLE 1 RECOGNITION CLAUSE

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, Los Angeles County Association of Environmental Health Specialists (hereinafter referred to as "LACOAEHS") was certified on June 26, 1990, by County's Employee Relations Commission (Employee Relations Commission Decision No. DEC-33) as the majority representative of County employees in the Health Investigative and Support Services Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes the Los Angeles County Association of Environmental Health Specialists 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 employee classifications comprising said Unit as well as such classes as may be added hereafter by the Employee Relations Commission.

ARTICLE 2 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; 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 by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 3 IMPLEMENTATION

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

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

B. Enacts necessary amendments to all County ordinances, including Title 6 of 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 approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

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

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding no later than July 15, 2018. Negotiations shall begin no later than August 1, 2018. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

Section 1. Employee Rights

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

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or disability, sexual orientation, or other factors not directly related to successful performance of the employee's job.

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustment

The parties jointly agree to recommend to the County Board of Supervisors that said Board adopt and implement the following general salary movement applicable to employees in this unit:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5670	ENVIRONMENTAL HEALTH SPECIALIST I	CURRENT	N4M	72K	3555.73	3957.91
		10/01/2015	N4M	73L	3660.27	4076.09
		10/01/2016	N4M	75A	3770.00	4198.00
		10/01/2017	N4M	75J	3844.18	4281.64
		04/01/2018	N4M	76F	3919.73	4367.09
5671	ENVIRONMENTAL HEALTH SPECIALIST II	CURRENT	N2M	86D	4588.09	5699.55
		10/01/2015	N2M	87E	4725.91	5871.18
		10/01/2016	N2M	88F	4868.00	6047.55
		10/01/2017	N2M	89C	4964.73	6167.73
		04/01/2018	N2M	89L	5063.64	6290.64
5672	ENVIRONMENTAL HEALTH SPECIALIST III	CURRENT	NM	89K	4784.55	6275.27
		10/01/2015	NM	90L	4928.00	6463.27
		10/01/2016	NM	92A	5076.00	6657.00
		10/01/2017	NM	92J	5177.82	6790.09
		04/01/2018	NM	93F	5281.00	6925.45
5673	ENVIRONMENTAL HEALTH SPECIALIST IV	CURRENT	NM	91J	5038.91	6608.45
		10/01/2015	NM	92K	5190.55	6806.73
		10/01/2016	NM	93L	5346.00	7010.91
		10/01/2017	NM	94H	5452.55	7150.82
		04/01/2018	NM	95E	5560.91	7293.36
5675	ENVIRONMENTAL HEALTH STAFF SPEC	CURRENT	NM	91J	5038.91	6608.45
		10/01/2015	NM	92K	5190.55	6806.73
		10/01/2016	NM	93L	5346.00	7010.91
		10/01/2017	NM	94H	5452.55	7150.82
		04/01/2018	NM	95E	5560.91	7293.36
5668	ENVIRONMENTAL HEALTH TECHNICIAN	CURRENT	NM	71E	2913.00	3807.09
		10/01/2015	NM	72F	2998.82	3919.73
		10/01/2016	NM	73G	3087.73	4036.45
		10/01/2017	NM	74D	3148.18	4116.55
		04/01/2018	NM	75A	3210.00	4198.00
4846	HEALTH EDUCATION ASSISTANT	CURRENT	NM	76A	3297.00	4313.00
		10/01/2015	NM	77B	3395.27	4443.09
		10/01/2016	NM	78C	3495.27	4576.73
		10/01/2017	NM	78L	3564.36	4667.64
		04/01/2018	NM	79H	3634.09	4761.09

5775 HEALTH PHYSICIST	CURRENT	NM	93L	5346.00	7010.91
	10/01/2015	NM	95A	5506.00	7221.00
	10/01/2016	NM	96B	5671.18	7438.55
	10/01/2017	NM	96K	5784.64	7586.91
	04/01/2018	NM	97G	5900.27	7738.55
4382 INDUSTRIAL HYGIENIST	CURRENT	NM	93E	5268.00	6908.36
	10/01/2015	NM	94F	5425.82	7115.73
	10/01/2016	NM	95G	5588.36	7329.55
	10/01/2017	NM	96D	5699.55	7475.64
	04/01/2018	NM	97A	5813.00	7624.00
5776 PRIN RADIATION PROTECTION SPEC	CURRENT	NM	97L	5958.45	7814.91
	10/01/2015	NM	99A	6137.00	8049.00
	10/01/2016	NM	100B	6321.73	8290.64
	10/01/2017	NM	100K	6447.55	8455.73
	04/01/2018	NM	101G	6576.09	8624.64
5772 RADIATION PROTECTION SPECIALIST	CURRENT	N4M	88L	5492.64	6122.09
	10/01/2015	N4M	90A	5657.00	6306.00
	10/01/2016	N4M	91B	5827.55	6495.18
	10/01/2017	N4M	91K	5943.91	6624.64
	04/01/2018	N4M	92G	6062.45	6756.82
5774 SENIOR RADIATION PROTECTION SPEC	CURRENT	NM	92L	5203.27	6823.36
	10/01/2015	NM	94A	5359.00	7028.00
	10/01/2016	NM	95B	5519.73	7239.09
	10/01/2017	NM	95K	5629.55	7383.82
	04/01/2018	NM	96G	5742.09	7531.27

3 percent (12 levels) effective October 1, 2015,

3 percent (12 levels) effective October 1, 2016

2 percent (12 levels) effective October 1, 2017 and

2 percent (8 levels) effective April 1, 2018.

Section 2. <u>Additional Compensation</u>

The parties jointly agree to recommend to the Board of Supervisors that said Board adopt and implement the additional compensation adjustment (1/2 steps):

2.75 percent (11 levels) effective July 1, 2007 and

2.75 percent (11 levels) effective July 1, 2008,

The additional compensation (1/2 steps) will be applicable to employees who have been on the top step of the salary range for one year or more on or after July 1, 2007, and July 1, 2008, respectively.

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 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 Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, 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.

Appeal 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 Evaluation which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be

reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4. Flexible Hire Rates

a. Persons appointed to the position of Environmental Health Specialist II (Item #5671) shall be placed on a 4-step range in accordance with Note 2 of the Los Angeles County Code.

b. Persons appointed to the position of Environmental Health Specialist I (Item #5670) shall be placed on a two-step range in accordance with Note 4 of the Los Angeles County Code.

c. Persons appointed to the position of Radiation Protection Specialist (Item #5772) shall be placed on a two step salary range in accordance with Note 4 of the Los Angeles County Code.

ARTICLE 8 EMPLOYEE BENEFITS

The provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect and as mandated by applicable law, shall apply to employees in this unit.

Effective January 1, 2012, 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, in effect and as mandated by applicable law, shall apply to employees in this Unit.

Integrated Bargaining

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits between the County of Los Angeles and SEIU Local 721 in effect during the term of this agreement shall apply to employees in this bargaining unit. Said provisions shall be incorporated as an exhibit to this MOU.

Effective January 1, 2012, the provisions of the Memorandum of Understanding regarding Fringe Benefits between the County of Los Angeles and the Coalition of County Unions in effect during the term of this agreement shall apply to employees in this bargaining unit.

During the term of this MOU, the parties agree to discuss the possibility of integrated bargaining for the successor MOU. The definition of integrated bargaining is bargaining a total, integrated compensation package which shall include general salary movement and employee benefits, including, but not limited to, the County's Choices contribution, retirement, vacations, sick leave and holidays.

ARTICLE 9 OVERTIME

Section 1. Compensation

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

A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. '201, et. seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a 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 (1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

B. Effective October 1, 2013, an employee may accrue compensatory time off in lieu of pay at a rate of one and one-half (1/2) hours for each hour of overtime to a maximum of 64 hours worked (64 hours worked, at one and one half hours (1.5) equates to a total of 96 hours of compensatory overtime). The employee may request this option before the employee works the overtime.

Section 2. Usage of Non-FLSA Earned Compensatory Time

A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.

B. Compensatory time accumulated by employees not used during the calendar year in which it is earned may be carried over one additional calendar year during which it must be taken.

Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. 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 4.

An employee who works a four (4) day- 40 hour week schedule or a nine (9) day- 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 10 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 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/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 on 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 shall note his/her 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/her personnel file, an employee may request and have any written warnings issued more than one year prior removed from his/her personnel file except as such may be a part of an official permanent record.

An employee on reviewing his/her personnel file, may request and have any written reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 11 EMPLOYEE PAYCHECK ERRORS

Section 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he is willing to accept an adjustment on the following payroll warrant if he does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll clerk may arrange with the Auditor-Controller for the employee to pick up his supplemental or corrected check at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee to the Auditor-Controller's designate, Management will establish a reasonable method of repayment.

ARTICLE 12 STANDBY PAY

Any permanent, full-time employees who are assigned regularly scheduled periods of standby service at off-duty times pursuant to Section 6.10.120 of the Los Angeles County Code, shall receive one dollar and fifty cents ($1.50) per hour bonus (no cap).

Effective October 1, 2017, the one dollar and fifty cents ($1.50) per hour standby rate will be increased by 5%.

ARTICLE 13 CALL BACK

Whenever an employee is unexpectedly ordered by his/her Department Head or designated management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 9, Overtime.

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

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

ARTICLE 14 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

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

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

Section 2. Conditions

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 LACOAEHS' written request for relief either:

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

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 classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

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

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

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

ARTICLE 15 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 of designated management representative and the Chief Executive Office (CEO).

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 the 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 employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this

additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or

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

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

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 14, Out-of-Class Assignments for the same assignment.

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

ARTICLE 16 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Department of Public Health 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 processes 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. Procedures

A request for a classification study by a Department of Public Health employee who believes his/her position is misclassified must be submitted in writing through the employee's division. Human Resources shall in turn schedule, conduct the classification study, and report the findings to the employee's division.

Section 4. Acknowledgment and Follow-up Report

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged and divisions will be informed as to the estimated date of completion of the studies.

Further, that this information will in turn be promptly conveyed by the divisions to employees who have requested studies on their own behalf.

It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, Human Resources will provide the employee's division with a progress report, and a follow-up report will be made each month until the study is completed. The employee's division will have the obligation of keeping the employee informed and forwarding any written objections on the part of the employee to Human Resources.

ARTICLE 17 SAFETY AND HEALTH

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. LACOAEHS will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within 5 business days. 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 a LACOAEHS representative to the Departmental Safety Representative.

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

If the LACOAEHS representative is not satisfied with the response of the Departmental Safety Representative, the LACOAEHS representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designated representative. The representative of this branch shall investigate the matter and advise the Department Head and LACOAEHS of his findings in the case and his recommendation, if any. If LACOAEHS is not satisfied with the response of the

Chief, Health, Safety and Disability Benefits of the Chief Executive Office, the issue may be taken within thirty (30) days to arbitration as set forth in Article 26. During such thirty (30) days consultation between the department head and LACOAEHS will take place.

It is understood and agreed that LACOAEHS reserves its rights under Article 29 Grievances-General in Character, in cases where LACOAEHS does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 2. First Aid Kits

The Departmental Safety Representative or appropriate representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Section 3.

Management and LACOAEHS 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. Safety Committee

At the request of LACOAEHS, representatives of Department Management will meet monthly with the Programs Health Investigative Employees Health and Safety Committee to consult concerning specific inquiries or suggestions and to exchange information related to:

a. the prevention of occupational disease and/or injury

b. the provision of training

c. personal safety devices or articles of protective apparel necessary to protect the health and safety of the employees

d. exposure to communicable disease

The agenda of a monthly meeting will be limited to safety and health issues of one Health Services Programs organizational unit. Members of the committee and the Management representatives will mutually agree on agenda items in advance of scheduling a meeting.

The Programs Health Investigative Employees Health and Safety Committee will be comprised of up to three employee representatives designated by LACOAEHS. Management's Committee will be comprised of up to three Management representatives. LACOAEHS staff representatives and representatives of the County Labor Relations Office may attend such meetings on occasion.

The Committees may meet for up to two hours per month on County time and shall maintain minutes of each meeting. Minutes shall be maintained in a file for a period of two years.

Section 5. Badges

As provided under Section 5.64 of the County Code, management shall issue badges to those employees whom management has determined need badges to perform their official duties.

ARTICLE 18 TRANSFERS AND PROMOTIONS

Section 1. Voluntary Lateral Transfers

Management agrees to provide a uniform procedure for considering employees' requests for transfer at the time vacancies are to be filled. All vacancies will be posted on the Transfer Opportunities website (http://hr.lacounty.gov/wps/portal/dhr). On or before January 1[81] and July 1st of each year, Employees wishing to transfer will forward a written request to the Human Resources Manager and Director of Environmental Health Services.

These written requests will be maintained in an active file within the Human Resources office for a period not to exceed six (6) months. The six month period will be January 1 through June 30 and July 1 through December 31, each year.

Employees desiring to keep their individual request active beyond the above time limit must submit a new written request.

Each January and July, management will review requests for transfer and attempt to accommodate employee preferences. Transfers will be made based on the needs of the service.

Section 1.2 Eligibility

In order to be eligible for transfer, an employee must:

a. Indicate in writing their desire for a transfer and the reason for the request. A resume of their training and experience shall be attached to the request.

b. Complete two (2) years of service in a full-time, permanent capacity in the current assignment. Unpaid leave shall not be counted as time served; however, exemptions may be granted, depending on management's needs or other considerations.

c. Have a rating of "Competent" or better on the most recent Performance Evaluation.

d. Not be subject to disciplinary action at the time of consideration for transfer.

Section 1.3 Selection Process and Notice to the Employee

Before seeking candidates from promotional lists or new hires Management agrees to give serious consideration to each transfer request. All pertinent factors will be considered to evaluate the request, including but not limited to: seniority, length of time in a particular assignment, special skills, or employee hardship. Final approval will be based on the needs of the service. Upon review of all transfer requests management shall give written notice to all requesting parties as to the approval/denial of a transfer request. Notices of denial shall provide an explanation to include determining factors not satisfied by the requesting party. This article in no way is intended to limit Management's authority to make appointments.

Where there is no request on file to a work location and an involuntary transfer is needed Management will first seek qualified volunteers. Management will attempt to consider the hardship of the affected employee. This article is not intended to limit Management authority to assign employees as determined by management.

Section 2.

Management will post promotional opportunities bulletins on facility bulletin board or boards designated expressly for this purpose. Management shall inform LAOCAEHS of each worksite's bulletin board location. Copies of transfer eligibility lists and notices of approval/denial shall also be provided to LACOAEHS.

Section 3.

Environmental Health Specialist I (Item #5670) and Environmental Health Specialist II (Item #5671) are paired classes. Management will, within Civil Service Rules, promptly promote employees who have successfully completed all the requirements from EHS I to EHS II.

ARTICLE 19 LEAVES OF ABSENCE

Section 1. Pregnancy Leave

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 Chief Executive Officer and by the department head.

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

Section 2. Educational Leave

Pursuant to Civil Service Rules and subject to the staffing needs of the department, educational leave without pay may be granted upon a permanent employee's written request and presentation of a plan for schooling designed to improve the employee's value to the department and evidence of acceptance by an accredited college or university.

Section 3. Medical Leave

Pursuant to Civil Service Rules, medical leave without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the employee's written request, if, after submission of medical evidence satisfactory to the department head as establishing the employee's medical needs, the department head determines that such leave would be in the best interests of the department and the County.

Section 4. Family Leave

A. Employees covered by this MOU 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.

B. Within sixty (60) days of implementation of this MOU, 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 Provision in addition to the rights provided by law.

ARTICLE 20 EMPLOYEE ORGANIZATION LEAVE

Subject to Civil Service Rules and subject to staffing requirements of the department, leaves of absence shall be granted to accept LACOAEHS employment.

The employee must be an elected or appointed official or full-time representative of LACOAEHS with 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 LACOAEHS 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. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

ARTICLE 21 CONTINUING EDUCATION

Section 1.

Management recognizes the advantage of continued education for employees in this unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County time.

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

Section 2.

County Management supports the establishment of a Labor Management Committee to provide a forum to meet and exchange information on professional educational requirements. Areas of discussion may include, but not be limited to:

1. Employee attendance to classes, conferences, workshops seminars during regular working hours

2. Temporary flexible work schedules

3. Continuing Education hours

4. Reimbursement for License and/or Certificate renewals as directed or required by the employee's classification.

A. The Labor Management Committee shall meet monthly on a date and at a time agreed to by Management and the Union. The meetings will be held during working hours without loss of compensation.

B. If a meeting must be canceled or postponed by either party, every effort will be made to reschedule the meeting at a date/time mutually agreed by the parties.

C. Said committee shall consist of three members appointed by the Association, a Teamster representative and three members appointed by the County.

ARTICLE 22 EMPLOYEE PARKING

County management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicles for transportation to their work location.

County management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employee's work location for evening and night shift personnel.

ARTICLE 23 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 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 provisions 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 the said Government Code.

ARTICLE 24 BULLETIN BOARDS

Adequate bulletin board space will be provided for use by LACOAEHS. All notices will be posted by authorized representative(s), bear the signature of a registered official of LACOAEHS, and a copy will be provided to a management representative as designated by the Director. The Association will not post information that is defamatory, derogatory or obscene. The written material will be restricted to the following matters:

a) meeting notices;

b) committee reports;

c) appointments;

d) elections and results;

e) bylaws and or extracts from official Association publications.

f) any other material jointly authorized and initialed by Association representative(s) and management.

ARTICLE 25 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, Management shall provide LACOAEHS with a list of the names of all employees in the Unit. Additional lists may be furnished when requested by LACOAEHS no more than four times a year, it being understood that LACOAEHS shall pay to the County the cost of preparation of such additional lists at the rate to be determined by County's Auditor-Controller.

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

> LACOAEHS has been certified as your majority representative. LACOAEHS 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 LACOAEHS see your Grievance Committeeperson or LACOAEHS representative where you work.

ARTICLE 26 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, or employees, concerning the interpretation or application of the provisions of the Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.

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

Section 3. Responsibilities

1. LACOAEHS agrees to encourage an employee to discuss his complaint with his/her immediate supervisor.

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

3. LACOAEHS 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. If the grievance was timely filed, new time limits will be established in accordance with Section 7 Step 1 of this grievance procedure.

4. Department Management has the responsibility to:

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

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

Section 4. Waivers and Time Limits

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

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

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

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

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings. The employee has the right to be present in meetings at step one of the grievance procedure. The employee may be required by either party to be present in meetings at subsequent steps of the grievance procedure.

2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.

3. An employee may represent his/her grievance to Management on County time. In scheduling 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.

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. Only County employees in this Unit or authorized LACOAEHS representatives as specified in Article 28, LACOAEHS may be selected by an employee to represent him/her in formal grievance meetings.

3. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County tor any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 28, LACOAEHS representative.

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

5. Management shall notify LACOAEHS of any grievance involving the terms and conditions of this Memorandum of Understanding.

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

Section 7. Procedures

1. Informal Complaint

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

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

2. Grievance

Step 1. First Level Management

A. Within ten business days from receipt or failure to receive the supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three copies of the grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental management. The employee shall submit two copies to first level management and retain the third copy.

B. Within ten business days the first level management shall give his/her decision, and cite the basis for his/her decision, in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

A. Within ten business days from his/her receipt of the first level management's written decision and using the returned original copy of the grievance form, the employee may appeal to the designated management representative. The management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

B. Within ten business days from the receipt of the grievance, the management representative shall give a written decision, citing the basis for his/her decision, to the employee using the original copy of the grievance.

Step 3. Upper Level Management

A. Within ten business days from his/her receipt of the decision at level two, the employee may appeal to the upper level management using the original copy of the grievance.

B. Within ten business days from the receipt of the employee's grievance, the upper level management 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, citing the basis for his/her decision, to the employee or his/her LACOAEHS Representative.

C. If the upper level management fails to give a decision within the specified time limit, LACOAEHS shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that are not subject to arbitration pursuant to Section 8, hereafter, the written decision of the upper level management shall be final.

Section 8. Arbitration

1. Within 30 business days from the receipt of the written decision of the upper level management, LACOAEHS may request that the grievance be submitted to arbitration as provided for hereinafter.

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

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

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

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

D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify LACOAEHS within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event LACOAEHS 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 request shall:

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

   B. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that the Commission provide the parties with a panel of five names from which the parties will select an arbitrator by alternately striking one name each from the panel until there is one arbitrator remaining who will be deemed to be the mutually acceptable arbitrator and be appointed as above.

4. 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.

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

LACOAEHS 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	Non-Discrimination
Implementation	Safety and Health
Term	Authorized Agents
Renegotiation	Provisions of Law

It is mutually agreed by the parties that Article 23, Legal Representation, will not be subject to either binding or advisory arbitration.

ARTICLE 27 EXPEDITED ARBITRATION

1. This is an alternative to the procedure set forth in Section 8, Arbitration, of Article 26, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

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

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

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

   B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

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

4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and LACOAEHS will meet and attempt to implement the procedure within sixty (60) business days from the implementation of this Memorandum of Understanding.

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

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

B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.

6. The arbitrator selected shall hear the grievance(s) within 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.

7. 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.

8. 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.

9. 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.

10. The decision of the arbitrator shall be binding upon LACOAEHS. 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.

11. 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.

12. 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	Safety and Health
Non-Discrimination	Payroll Deductions and Dues
Implementation	Leaves of Absence for LACOAEHS
Term	Business
Renegotiation	Authorized Agents
Provisions of Law	

ARTICLE 28 LACOAEHS REPRESENTATIVE

Section 1. LACOAEHS Representatives

It is agreed and understood by the parties of this Memorandum of Understanding that LACOAEHS may designate LACOAEHS Representatives to represent employees in the processing of grievances subject to the following rules and procedures:

a. LACOAEHS and Management shall negotiate as to a reasonable number of LACOAEHS Representatives within each facility.

b. LACOAEHS shall furnish Management Representatives with a written list identifying by name and assigned work areas all regular and alternate Grievance LACOAEHS Representatives and the list shall be kept current by LACOAEHS at all times.

c. LACOAEHS will designate as a LACOAEHS Representative only employees who have passed an initial probation period and have been designated as permanent.

d. LACOAEHS Representatives will be permitted reasonable time off without loss of pay for investigation and processing of formal grievances.

Section 2. Handling Grievances

a. When requested by an employee, a LACOAEHS Representative with permission of his supervisor, may investigate any alleged grievance in his assigned work area and assist in its presentation.

b. After notifying and receiving approval of his immediate supervisor, a LACOAEHS Representative may be allowed reasonable time off during working hours without loss of time or pay to process such grievances. Such notification shall include the nature of his business for which time off is requested and the estimated time of his absence. The immediate supervisor will authorize the LACOAEHS Representative to leave his work to process such a grievance unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the LACOAEHS Representative of the reasons for the denial and establish an alternate time when the LACOAEHS Representative can reasonably be expected to be released from his work assignment. The LACOAEHS Representative shall notify his supervisor upon his return to work.

c. When a LACOAEHS Representative desires to contact an employee at his work location, the LACOAEHS Representative shall first contact the immediate supervisor of that employee, advise him of the nature of this business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the LACOAEHS Representative when he can reasonably expect to contact the employee.

d. A LACOAEHS Representative's interview or discussion with an employee on County time will be handled expeditiously so as not to unduly interrupt work operation.

e. The time authorized for a LACOAEHS Representative to handle an employee's grievance will be recorded by the LACOAEHS Representative on forms made available by his department. The original of the form will be forwarded to the department's personnel office, and a copy retained by the LACOAEHS Representative.

ARTICLE 29 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between LACOAEHS 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 LACOAEHS has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACOAEHS 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 (30) business days from the occurrence of the matter on which a complaint is based or within (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 five (5) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACOAEHS shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his authorized representative.

C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to LACOAEHS 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 Section 8, Subsection 2 of Article 26, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 26, 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 26 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 26 hereof.

ARTICLE 30 WORK ACCESS

Authorized LACOAEHS representatives may be given access to work locations during working hours to conduct LACOAEHS grievance investigations and observe working conditions. LACOAEHS representatives desiring access to a work location hereunder shall state the purpose of his/her visit and request the Department Head's or his/her designee's authorization a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. LACOAEHS agrees that its representatives will not interfere with operations of a department or any facility thereof.

LACOAEHS shall give to all Department Heads with employees in this Unit and the Chief Executive Office of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by LACOAEHS. Access to work locations will only be granted to representatives on the current list.

ARTICLE 31 WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the County Code.

Section 1. Work Week

The work week for employees in this unit is 40 hours in a seven consecutive day period as defined by Management. Normally, the work schedule will consist of five 8 hour-work days, Monday through Friday. Pursuant to Fair Labor Standards Act regulations once established the work week may not be changed indiscriminately to avoid payment of overtime.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 3), employees' work schedules shall not be changed without notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without notice to the employee at least ten (10) workdays prior to the date the change is to be effective.

Section 3. Emergencies

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 emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 4.

Prior to implementing alternative work schedules, including but not limited to four (4) ten (10) hour work days per week, Management will consult with LACOAEHS.

Section 5.

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day- 40 hour week schedule. Management will respond to an employee's request within 20 business 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.

It is understood that non-exempt employees will not be eligible to request the nine (9) day-80 hour two week work schedule.

ARTICLE 32 CONTRACTING OUT AND 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 LACOAEHS 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 Employee Relations Division will arrange to meet with representatives of LACOAEHS 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.

ARTICLE 33 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

LACOAEHS 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 or who is subject to an automatic Fair Share Fee or agency fee deduction pursuant to any agency shop provision.

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

Section 2. Indemnification Clause

LACOAEHS 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.

Section 3.

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 Fee 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 religious body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues of 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.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

D. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by

this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

E. Union Responsibilities- Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency 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.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of

his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within (30) working days, the County-Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. List of New Employees/Separations

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

Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

ARTICLE 34 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any County department during the term of this agreement; however, management shall at the earliest time possible meet and confer with LACOAEHS the impact of any decision to reorganize when such issues are not covered by Civil Service Rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 35 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 LACOAEHS, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 36 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by LACOAEHS, 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 LACOAEHS fails to exercise good faith in halting the work interruption, LACOAEHS 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 37 FULL UNDERSTANDING, MODIFICATION, 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 or existing understanding or agreement between parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

B. It is agreed and understood that each party hereto waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of 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 enforcements of all its terms and provisions.

ARTICLE 38 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/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. The Los Angeles County Association of Environmental Health Specialists (LACOAEHS), shall be the Chairperson of the Board of LACOAEHS or duly Authorized representative (Address: LACOAEHS Chairman, c/o California Teamsters Local 911, 9900 Flower St., Bellflower CA 90706, Telephone: (562) 595-4518).

ARTICLE 39 PROVISIONS OF LAW

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

ARTICLE 40 JOINT LABOR-MANAGEMENT COMMITTEE

During the term of this agreement a Joint Labor/Management Advisory Committee shall be formed to discuss Environmental Health issues. The reports of this committee shall be advisory in nature and shall not be binding on any of the parties. Said committee shall consist of three members appointed by the Association and three members appointed by the County. Employees shall be released to attend committee meetings on County time.

The meetings shall be scheduled by mutual agreement, but not more than twice a month.

By mutual consent, additional issues of concern may be studied by this committee.

Section 1. Environmental Health License

LACOAEHS and the County agree to meet within 180 days of Board of Supervisors' approval of this MOU to discuss the feasibility of reimbursing employees, in part or in whole, for the renewal of the California State Licenses as Registered Environmental Health Specialists. If it is determined to be administratively and economically feasible, the parties agree to discuss guidelines for implementation during the next negotiations for a successor MOU.

ARTICLE 41 ENHANCED VOLUNTARY TIME OFF (EVTO)

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:

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 administrative instructions regarding the operation of Enhanced Voluntary Time-Off Program.

- EVTO shall be available to employees only upon Board approval.

- 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/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 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:

  EVTO may be taken as 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 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 60 days of EVTO, the 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 LACEHS 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.

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.

LOS ANGELES COUNTY ASSOCIATION ENVIRONMENTAL HEALTH SPECIALISTS (LACOAEHS)

By _____
GREGORIO DANIEL
Sa[illegible] Business Representative

COUNTY OF LOS ANGELES OF AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
SACHI A. HAMAI
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS