# MEMORANDUM OF UNDERSTANDING
# FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS
# REGARDING THE
# SUPERVISING PROFESSIONAL ENGINEERS
# EMPLOYEE REPRESENTATION UNIT

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

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|---|---|
| BY AND BETWEEN | Authorized Management Representatives hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County") |
| AND | California Association of Professional Employees, M.E.B.A., AFL-CIO (hereinafter referred to as "CAPE") |

# TABLE OF CONTENTS


| | | PAGE |
|---|---|---|
| ARTICLE 1 | RECOGNITION | 1 |
| ARTICLE 2 | EXCLUSIVITY | 2 |
| ARTICLE 3 | IMPLEMENTATION | 3 |
| ARTICLE 4 | TERM | 4 |
| ARTICLE 5 | RENEGOTIATION | 5 |
| ARTICLE 6 | DISCRIMINATION | 6 |
| ARTICLE 7 | SPECIAL PAY PRACTICES | 7 |
| ARTICLE 8 | SALARIES | 13 |
| ARTICLE 9 | EMPLOYEE PAYCHECK ERRORS | 18 |
| ARTICLE 10 | OVERTIME | 20 |
| ARTICLE 11 | EMPLOYEE BENEFITS | 27 |
| ARTICLE 12 | GENERAL PROVISIONS | 28 |
| ARTICLE 13 | PERSONNEL FILES | 30 |
| ARTICLE 14 | BULLETIN BOARDS | 32 |
| ARTICLE 15 | SAFETY | 33 |
| ARTICLE 16 | WORK SCHEDULES | 36 |
| ARTICLE 17 | AFFIRMATIVE ACTION | 37 |
| ARTICLE 18 | GRIEVANCE PROCEDURE | 38 |
| ARTICLE 19 | GRIEVANCE GENERAL-IN- CHARACTER | 50 |
| ARTICLE 20 | EXPEDITED ARBITRATION | 52 |
| ARTICLE 21 | EMPLOYEE REPRESENTATIVES | 56 |
| ARTICLE 22 | STRIKES AND LOCKOUTS | 57 |
| ARTICLE 23 | OUT-OF-CLASS ASSIGNMENTS | 58 |
| ARTICLE 24 | PAYROLL DEDUCTION AND DUES | 61 |
| ARTICLE 25 | ASSOCIATION RIGHTS | 66 |
| ARTICLE 26 | OBLIGATION TO SUPPORT | 68 |
| ARTICLE 27 | FULL UNDERSTANDING, MODIFICATIONS, WAIVER | 69 |
| ARTICLE 28 | AUTHORIZED AGENTS | 70 |
| ARTICLE 29 | PROVISIONS OF LAW | 71 |
| ARTICLE 30 | CONTRACTING OUT AND TRANSFER OF FUNCTIONS | 72 |
| ARTICLE 31 | NOTICE OF LAYOFF | 73 |
| ARTICLE 32 | MANAGEMENT RIGHTS | 75 |
| ARTICLE 33 | INVOLUNTARY TRANSFERS | 76 |
| ARTICLE 34 | POSITION CLASSIFICATION STUDY | 77 |
| ARTICLE 35 | CHANGE OF WORK ASSIGNMENT | 79 |
| ARTICLE 36 | EMPLOYEE LISTS | 80 |
| ARTICLE 37 | JOINT LABOR-MANAGEMENT COMMITTEE | 81 |
| APPENDIX A | | 83 |
| SIGNATURE PAGE | | i |

## ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, CAPE was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-29-69) as the majority representative of County employees in the Professional Engineers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the classifications identified in Article 8 of this Memorandum of Understanding.

The County agrees not to meet and confer with another employee organization with the intent of reaching an agreement to modify any understanding included in the negotiated agreement between CAPE and the County.

ARTICLE 2 EXCLUSIVITY

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

ARTICLE 3 IMPLEMENTATION

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

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

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

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

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.
If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as defined 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 a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2018 through May 31, 2018, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding.

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

## ARTICLE 6 DISCRIMINATION

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

## ARTICLE 7 SPECIAL PAY PRACTICES

### Section 1. 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 minimum payment of four hours' pay at the rate of time and one-half. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee shall 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.

Section 2. Extra Trip Mileage

A mileage permittee may be paid "extra trip mileage," as defined in Section 5.40.230 of the Los Angeles County Code, provided he/she is required to make field calls in the performance of "extra trip mileage" duties.

In "extra trip" instances, mileage will be allowed from home to all points of contact and return home.

No reimbursement is allowable to any employee, regardless of circumstances, between home and headquarters and return home.

Section 3. Hazard Pay

Management agrees to pay to $.50 per hour for those classes in this Unit presently receiving hazard pay.

Such hazard pay shall be limited to those CAPE classes currently receiving hazard pay under the terms and conditions of the Los Angeles County Code.

Section 4. Supervisor-Subordinate Pay

The Chief Executive Officer shall authorize compensation for a supervisor at a rate of $1.00 per month more than the base rate of his/her highest paid subordinate when the qualifying conditions are met as provided in Section 6.10.070 of the Los Angeles County Code.

Section 5. Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the Los Angeles County Code shall receive a per hour bonus of sixty cents ($.60) for each hour worked during said shifts.

Section 6. Standby Pay

All employees in the Unit who are assigned regularly scheduled periods of authorized standby service during off-duty hours shall be paid additional compensation at the rate of fifty cents ($.50) per hour for each hour of such standby service not to exceed one hundred dollars ($100.00) a month. Employees residing at their work site are excluded from this provision.

No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 7. California State License Reimbursement

Effective January 1, 2001, a permanent full-time employee in the Department of Public Works who is employed in a non-registered engineer classification (civil, structural, electrical, or mechanical) represented by Bargaining Unit 501 and who obtains or renews a California State License as a Registered Engineer (civil, structural, electrical, or mechanical) that is not a requirement of the class in which he/she is employed, and who is required by management to use the knowledge and skills acquired from such license

in his/her assignment, is eligible for reimbursement for the specific fees paid to either obtain or renew such California State License.

In order to receive reimbursement, an employee must submit to departmental management the California State License and a receipt of the fees paid within 30 days of initial registration or renewal.

Reopener January, 2011 to discuss this section.

Section 8. Certified Access Specialist

Effective January 1, 2016, any permanent full-time Building Engineering Inspector, Senior Building Engineering Inspector, District Building and Safety Engineering Associate, Supervising Building and Safety Engineering Specialist, Associate Civil Engineer, Civil Engineer, Senior Civil Engineer, Head Building Inspector, Building Inspector I, Building Inspector II, Building Inspector III, and Building Inspector IV who holds a State of California Certified Access Specialist certification and who is assigned by management to duties requiring the knowledge and skills acquired from such certification in his/her assignment, is eligible for a monthly bonus of $250.00.

Section 9. Assignment of Additional Responsibilities

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

representative and the Chief Executive Office.

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

If 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 permanent 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 23, Out-of-Class Assignments for the same assignment.

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

## ARTICLE 8 SALARIES

### Section 1. Recommended Salary Adjustment

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

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|---|---|---|---|---|---|---|
| 4139 | CAPITAL PROJECTS MGMT ASSISTANT,PW | CURRENT | N2 | 91J | 5320.00 | 6259.91 |
| | | 10/01/2015 | N2 | 92K | 5479.27 | 6447.55 |
| | | 10/01/2016 | N2 | 93L | 5643.27 | 6640.82 |
| | | 10/01/2017 | N2 | 94H | 5756.27 | 6773.45 |
| | | 04/01/2018 | N2 | 95E | 5871.18 | 6908.36 |
| 4140 | CAPITAL PROJECTS MGMT ASSOCIATE,PW | CURRENT | | 104B | 7045.55 | 8752.82 |
| | | 10/01/2015 | | 105C | 7257.18 | 9015.91 |
| | | 10/01/2016 | | 106D | 7475.64 | 9287.00 |
| | | 10/01/2017 | | 107A | 7624.00 | 9471.00 |
| | | 04/01/2018 | | 107J | 7776.73 | 9660.09 |
| 4141 | CAPITAL PROJECTS MANAGER,PW | CURRENT | | 108B | 7853.55 | 9755.36 |
| | | 10/01/2015 | | 109C | 8089.18 | 10049.00 |
| | | 10/01/2016 | | 110D | 8331.91 | 10351.18 |
| | | 10/01/2017 | | 111A | 8497.00 | 10557.00 |
| | | 04/01/2018 | | 111J | 8667.18 | 10767.91 |
| 4209 | HEAD ENVIRONMENTAL ENGINEERING SPEC | CURRENT | | 106K | 7586.91 | 9425.00 |
| | | 10/01/2015 | | 107L | 7814.91 | 9707.36 |
| | | 10/01/2016 | | 109A | 8049.00 | 9999.00 |
| | | 10/01/2017 | | 109J | 8209.73 | 10199.00 |
| | | 04/01/2018 | | 110F | 8373.18 | 10402.64 |
| 3436 | SENIOR CIVIL ENGINEER | CURRENT | | 112B | 8752.82 | 10874.09 |
| | | 10/01/2015 | | 113C | 9015.91 | 11200.64 |
| | | 10/01/2016 | | 114D | 9287.00 | 11536.91 |
| | | 10/01/2017 | | 115A | 9471.00 | 11766.00 |
| | | 04/01/2018 | | 115J | 9660.09 | 12000.91 |
| 3497 | SENIOR ELECTRICAL ENGINEER | CURRENT | | 112B | 8752.82 | 10874.09 |
| | | 10/01/2015 | | 113C | 9015.91 | 11200.64 |
| | | 10/01/2016 | | 114D | 9287.00 | 11536.91 |
| | | 10/01/2017 | | 115A | 9471.00 | 11766.00 |
| | | 04/01/2018 | | 115J | 9660.09 | 12000.91 |
| 3553 | SENIOR MECHANICAL ENGINEER | CURRENT | | 112B | 8752.82 | 10874.09 |
| | | 10/01/2015 | | 113C | 9015.91 | 11200.64 |
| | | 10/01/2016 | | 114D | 9287.00 | 11536.91 |
| | | 10/01/2017 | | 115A | 9471.00 | 11766.00 |
| | | 04/01/2018 | | 115J | 9660.09 | 12000.91 |

| | | | | |
|---|---|---|---|---|
| 3588 SENIOR STRUCTURAL ENGINEER | CURRENT | 114B | 9241.00 | 11479.64 |
| | 10/01/2015 | 115C | 9518.27 | 11824.73 |
| | 10/01/2016 | 116D | 9804.09 | 12179.55 |
| | 10/01/2017 | 117A | 9999.00 | 12421.00 |
| | 04/01/2018 | 117J | 10199.00 | 12669.73 |
| 4034 SUPERVISING ARCHITECT I | CURRENT | 106B | 7438.55 | 9241.00 |
| | 10/01/2015 | 107C | 7662.18 | 9518.27 |
| | 10/01/2016 | 108D | 7892.64 | 9804.09 |
| | 10/01/2017 | 109A | 8049.00 | 9999.00 |
| | 04/01/2018 | 109J | 8209.73 | 10199.00 |
| 4036 SUPERVISING ARCHITECT II | CURRENT | 110B | 8290.64 | 10299.73 |
| | 10/01/2015 | 111C | 8539.55 | 10609.73 |
| | 10/01/2016 | 112D | 8796.45 | 10928.27 |
| | 10/01/2017 | 113A | 8971.00 | 11145.00 |
| | 04/01/2018 | 113J | 9150.64 | 11367.55 |
| 3432 SUPVG CIVIL ENGINEERING ASSISTANT | CURRENT | 97J | 5929.36 | 7365.73 |
| | 10/01/2015 | 98K | 6107.18 | 7586.91 |
| | 10/01/2016 | 99L | 6290.64 | 7814.91 |
| | 10/01/2017 | 100H | 6416.09 | 7970.82 |
| | 04/01/2018 | 101E | 6543.73 | 8129.36 |
| 3720 SUPVG COMMUNICATIONS DESIGN TECH | CURRENT | 88B | 4565.36 | 5671.18 |
| | 10/01/2015 | 89C | 4702.45 | 5842.09 |
| | 10/01/2016 | 90D | 4844.00 | 6017.73 |
| | 10/01/2017 | 91A | 4940.00 | 6137.00 |
| | 04/01/2018 | 91J | 5038.91 | 6259.91 |
| 4373 SUPVG ENGINEERING GEOLOGIST II | CURRENT | 108C | 7873.09 | 9779.73 |
| | 10/01/2015 | 109D | 8109.27 | 10074.00 |
| | 10/01/2016 | 110E | 8352.55 | 10376.91 |
| | 10/01/2017 | 111B | 8518.27 | 10583.36 |
| | 04/01/2018 | 111K | 8688.45 | 10794.27 |
| 4374 SUPVG ENGINEERING GEOLOGIST III | CURRENT | 112B | 8752.82 | 10874.09 |
| | 10/01/2015 | 113C | 9015.91 | 11200.64 |
| | 10/01/2016 | 114D | 9287.00 | 11536.91 |
| | 10/01/2017 | 115A | 9471.00 | 11766.00 |
| | 04/01/2018 | 115J | 9660.09 | 12000.91 |
| 4208 SUPVG ENVIRON ENGINEERING SPEC | CURRENT | 102K | 6806.73 | 8455.73 |
| | 10/01/2015 | 103L | 7010.91 | 8709.73 |
| | 10/01/2016 | 105A | 7221.00 | 8971.00 |
| | 10/01/2017 | 105J | 7365.73 | 9150.64 |
| | 04/01/2018 | 106F | 7512.73 | 9333.00 |
| 4053 SUPERVISING LANDSCAPE ARCHITECT I | CURRENT | 101L | 6640.82 | 8249.91 |
| | 10/01/2015 | 103A | 6840.00 | 8497.00 |
| | 10/01/2016 | 104B | 7045.55 | 8752.82 |
| | 10/01/2017 | 104K | 7185.91 | 8927.36 |
| | 04/01/2018 | 105G | 7329.55 | 9105.73 |

| | | | | | |
|---|---|---|---|---|---|
| 4057 SUPERVISING LANDSCAPE ARCHITECT II | CURRENT | | 104L | 7203.45 | 8949.18 |
| | 10/01/2015 | | 106A | 7420.00 | 9218.00 |
| | 10/01/2016 | | 107B | 7643.09 | 9494.64 |
| | 10/01/2017 | | 107K | 7795.82 | 9683.73 |
| | 04/01/2018 | | 108G | 7951.27 | 9877.18 |
| 3530 SUPVG TELECOM SYSTEMS ENGINEER | CURRENT | N4 | 110A | 9731.00 | 10274.00 |
| | 10/01/2015 | N4 | 111B | 10024.00 | 10583.36 |
| | 10/01/2016 | N4 | 112C | 10325.45 | 10901.18 |
| | 10/01/2017 | N4 | 112L | 10531.27 | 11117.91 |
| | 04/01/2018 | N4 | 113H | 10741.55 | 11339.73 |

Section 2. Step Advances

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

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's

request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

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

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

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

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

respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

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

Section 3.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that 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.

## ARTICLE 9 EMPLOYEE PAYCHECK ERRORS

### A. Underpayments

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

2. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.

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

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

### B. Overpayments

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

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

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

## ARTICLE 10 OVERTIME

### Section 1. Compensation

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

A. Non-Exempt Employees

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

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

B. An employee, except for employees in the Department of Health Services, may elect to accrue up to 30 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management.

Management may direct an employee to use/his/her accumulated compensatory time provided the employee is given thirty calendar days notice.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2. Usage of Previously Earned Compensatory Time - Non-Exempt Employees

A. Non-exempt employees, as defined by the Fair Labor Standards Act, who retain compensatory time off on the books earned prior to April 15, 1985 shall use such time until exhausted except that the employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice or be denied a timely request to take such time off.

B. Any compensatory time accumulated by employees prior to April 15, 1985 shall remain to the employees' credit until 12 months after the effective date of this Article or until it is taken off either at the employee's request or at the direction of management as provided in Paragraph "A" of this section, whichever is earlier. Time subject to be lost after the twelfth month following the effective date of this article will be paid to the employee at the straight time rate rather than lost.

Section 3. Work Week

For the purpose of computing overtime the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by management. For purposes of this article work week is distinguished from work schedules.

Section 4. Saving Clause

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

Section 5. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work, and it is

further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993 and June 30, 1994 only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4) below.

(1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.

(2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.

(3) Such CTO either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the books".

(4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

B. All overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.

C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

D. CTO accrued between October 1, 1993 and June 30, 1994 shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

E. From July 1, 1994, through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993, and June 30, 1994, at the rate of pay then in effect for the employee.

Section 7.

1. Notwithstanding any other provision of the MOU for overtime worked by an employee during the fire emergencies declared by the Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the MOU, shall receive overtime compensation as follows for overtime worked determined by the employee's department head to be due to an Emergency.

   A. To the extent that such time would have qualified for time and one-half compensatory time off (CTO) under the provisions of the MOU, such overtime shall be paid at the rate of time and one-half, unless the employee opts to receive time and one-half CTO.

   B. To the extent that such time would have qualified for straight time CTO under the provisions of the MOU, such overtime shall be paid at the straight time rate of pay, unless the employee opts to receive straight time CTO.

   C. In the event an employee opts to receive CTO, at the employee's option, such CTO time may be used or converted to pay in accordance with the provisions of Section 9A (3) and 9C of this Article.

D. Nothing in this Section is intended to alter the definition of "overtime" as set forth elsewhere in the MOU, or the circumstances under which overtime compensation must be paid.

E. At the time the employee is asked to work the overtime, the employee shall be told by Management whether the overtime to be worked is related to an Emergency.

2. For purposes of this Section, the October and November 1993 fire emergencies began on October 26, 1993 and continued through November 30, 1993, and the Northridge earthquake emergency began on January 17, 1994, and will end June 30, 1994.

3. It is the specific agreement of the parties that each and every other provision of this Memorandum of Understanding shall remain in full force and effect.

## ARTICLE 11 EMPLOYEE BENEFITS

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

## ARTICLE 12 GENERAL PROVISIONS

### Section 1. Literature

Management agrees to give to each new employee in the Unit a post card furnished by CAPE requesting that information about CAPE be sent to his/her home.

### Section 2. Reimbursement - Required Books

Management agrees to reimburse an employee for the cost of required book(s) used under provisions of the Tuition Refund Program.

### Section 3. Tuition Reimbursement Plan Substitution

Management agrees that, with approval of cognizant departmental management, individual participants and different courses may be substituted during the training year for the ones contained in a department's original approved tuition reimbursement plan, provided that such substitutions continue to support the objectives and goals of the Tuition Reimbursement Program.

DPW JLMC composed of DPW Director or designee, DPW Manager, 2 employee representatives and 1 CAPE staff member to investigate and identify by March 2010 the number of employees by program that the Department approved an entire degree program and who already started the program by June 2009, each employee's progress in the program and remaining courses to be completed as well as the cost of completion of the program.

Reopener will be in March 2010 & March 2011 regarding restoration and funding Tuition Reimbursement Program by Department.

## ARTICLE 13 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 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 personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

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

Upon adoption of this Memorandum of Understanding by the Board of Supervisors, an employee in reviewing his/her personnel file may request and have any written reprimands issued more than two years prior removed from his/her personnel file, except as such may be a part of an official permanent record.

## ARTICLE 14 BULLETIN BOARDS

Management will furnish CAPE bulletin boards or Arch-Files at all appropriate work locations which shall be used only for the following subjects:

A. CAPE recreational, social and related news bulletins;

B. Scheduled CAPE meetings;

C. Information concerning CAPE elections or the results thereof;

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

E. Other material concerning CAPE business.

Prior to posting any material other than that listed under A, B, C, and D above, it shall be initialed by an authorized representative of both CAPE and the department head.

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

## ARTICLE 15 SAFETY

### Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. CAPE will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices and conditions in writing to their immediate supervisor and Departmental Safety Officer. The employee has the right to submit the matter in writing personally or through the area representative. The immediate supervisor and/or the Departmental Safety Officer will submit a written response to the employee.

On any matter that is not resolved by the immediate supervisor or the Departmental Safety Officer within a reasonable period of time, the area representative may confer with the Safety Officer who will respond in writing.

If the employee or the area representative is not satisfied with the response, a CAPE business representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designate. A representative of such Division shall investigate the matter and advise the department head and CAPE of his/her findings and recommendations, if any.

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

Section 2. CAPE-Management Safety Committee - In the Department of Public Works

The parties agree that upon the Association's request to the Department's Director, there shall be created a CAPE-Management Safety Committee for that Department.

The CAPE-Management Safety Committee shall be comprised of two representatives designated by the Association, and two Management representatives designated by the Department's Director.

The Committee shall have regular meetings on a quarterly basis. Any member of the Committee may call additional special meetings of the Committee upon notifying the other Committee members one calendar week in advance.

The Committee shall have the authority to:

(a) Develop its own internal procedures

(b) Meet on County time to review the Department's safety policies and procedures as well as to discuss incidents or situations involving the Department's employee(s)' health or safety and develop recommendations.

(c) Make recommendations to the Department's Director on these matters.

(d) Request the Department conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

## ARTICLE 16 WORK SCHEDULES

### Section 1. Change of Workweek or Shift

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior written notice of ten (10) working days to the concerned employee.

Nothing herein shall limit the authority of the department or district head to make 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 2. Hours of Work

The department's signatory to this Memorandum of Understanding agree to meet and consult, upon request, with CAPE representatives, at least once annually, regarding alternate work schedules.

### Section 3. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

## ARTICLE 17 AFFIRMATIVE ACTION

The County's principal authorized agent or his/her authorized representative, shall, upon request, meet annually during the term of this agreement with a representative of CAPE to discuss goals and objectives of affirmative action programs as submitted to the Office of Affirmative Action Compliance.

## ARTICLE 18 GRIEVANCE PROCEDURE

### Section 1. Definition

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

### Section 2. Responsibilities

1. CAPE will encourage an employee to discuss his/her complaint with his/her immediate supervisor in a sincere effort to resolve the complaint without the need to file a formal written grievance.

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

3. CAPE and the departmental management will, upon request, advice the employee and his/her supervisor of the necessary information to process the grievance in compliance with the grievance procedure.

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

Section 3. Waivers and Time Limits

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

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

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

4. By mutual agreement and approval of the County's "authorized agent," the grievance may revert to a prior level for reconsideration.

Section 4. General Rights and Restrictions

1. An 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.

2. An employee may present his/her grievance to Management on County time, Provided that he/she accomplishes all phases of preparation and presentation in

a reasonable and expeditious manner. In scheduling the time, place and duration of any grievance meeting, both employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management-imposed limitations in scheduling meetings.

3. 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.

4. If an employee requests to be represented by CAPE, only authorized CAPE staff representatives as specified in Article 24, Work Access, may represent him/her in formal grievance meetings.

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

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

Section 5. Procedure

1. Informal Complaint

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

B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in his/her absence, his/her authorized representative shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor

A. Within ten (10) business days of receipt of the answer from the immediate supervisor in an informal complaint, or within ten (10) business days from the occurrence of the matter on which a complaint is based or within ten (10) business days of his knowledge of such an occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

B. Within ten (10) business days the immediate supervisor or his/her authorized representative shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Middle Management

A. Within ten (10) business days from his/her receipt of the decision at Step 1, the employee may appeal to middle management. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by his/her immediate supervisor, shall be submitted.

B. Within ten (10) business days from receipt of the grievance, the middle manager shall meet with the employee and give his/her answer in writing. The employee may be accompanied by his/her designated representative at such a meeting.

4. Formal Complaint - Step 3, Department Head

A. Within ten (10) business days from his/her receipt of the decision at Step 2, the employee may appeal to the department head. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by the middle manager, shall be submitted.

B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior steps shall make a

thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

On matters that do not concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head shall be final as to disposition of matters within his/her authority.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the department head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

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

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

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

3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted

to County's Chief Executive Officer and to the County department head or officer affected, which written request shall:

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

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

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

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be

determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

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

7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within 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. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Authorized Agents

Provisions of Law

Notice of Layoff

Personnel Files

Section 7. Attendance at Grievance Hearings

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

Section 8. Grievance Mediation

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 18, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 18, Section 6, can be submitted to grievance mediation. Both CAPE and Management must mutually agree to submit a qualifying grievance to grievance mediation.

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

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

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, CAPE, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

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

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

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

ARTICLE 19 GRIEVANCE GENERAL-IN- CHARACTER

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

A. Within ten (10) business days from the occurrence of the matter, or within ten (10) business days from its knowledge of such an occurrence, where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this MOU, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative

shall mean its Chief Executive Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve this matter.

C. Within thirty (30) business days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6 of Article 18, the disagreement may be submitted to arbitration in accordance with the provision of Section 6, Article 18 of this MOU.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 18 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of the individual employees. Significantly large number of employees in the unit is defined as (a) a majority of the employees in the Unit; (b) all the employees within a department in the Unit, or (c) all the employees within a readily identifiable occupation, such as Truck Driver and Stenographer

ARTICLE 20 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 18, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

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

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

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

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

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

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

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

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

B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by outside counsel, and 3) there will be no post hearing briefs.

5. 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.

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

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

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

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

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

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

Recognition

Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

## ARTICLE 21 EMPLOYEE REPRESENTATIVES

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

CAPE agrees that whatever investigation or the processing of a formal grievance is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Employee representatives desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the employee representative shall inform the supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the employee representative will be informed when the employee will be made available. The employee representative shall perform the aforementioned duties without loss of pay.

## ARTICLE 22 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused, or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

## ARTICLE 23 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 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 union's written request for relief either:

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

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

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

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

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

Section 3. Special Provisions

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

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

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

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

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

## ARTICLE 24 PAYROLL DEDUCTION AND DUES

### Section 1. Deductions and Dues

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

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

### Section 2. Security Clause

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

> Employee name, employee number, job classification, department name, and name of Union from which dues deduction are to be cancelled.

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

Section 3. Agency Election

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

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

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

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

Section 4. Agency Shop

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

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this 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 religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable

fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the union. The union shall forward such funds to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities- Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-members agency fee payers in each year that the agency shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union and departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County-Auditor shall commence and continue a payroll deduction of an Agency Shop fee from the regular pay warrants of such employee.

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

F. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

## ARTICLE 25 ASSOCIATION RIGHTS

### Section 1. Work Access

Authorized CAPE representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least two (2) hours before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the department or district head affected a written list of all authorized representatives which list shall be kept current by the Association. Access to work locations will only be granted to representatives on the current list.

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

This Article shall be subject to advisory arbitration.

Section 2. Distribution of Materials

Management shall provide to each new employee entering the Unit a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations ordinance and the status of CAPE as the certified majority representative for this Unit, as well as material related to the services and employee benefits programs offered by CAPE. Four times a year, CAPE may request from the department a list of new employees entering the Unit by name, classification, salary, and pay location.

## ARTICLE 26 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither CAPE nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually 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 to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

## ARTICLE 27 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

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

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

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

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

## ARTICLE 28 AUTHORIZED AGENTS

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

A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: Kenneth Hahn Hall of Admin. 500 W. Temple St. Rm. 713, Los Angeles, California 90012; Telephone: 974-1101), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

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

ARTICLE 29 PROVISIONS OF LAW

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

## ARTICLE 30 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 the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to CAPE and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

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 31 NOTICE OF LAYOFF

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

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

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

a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq. who perform functions comparable to County Positions subject to demotion or layoff, and

b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

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

Section 2. Department of Human Resources

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

Section 3. Notice Provisions for Layoffs and Demotions

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

## ARTICLE 32 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided however, that the exercise of such right 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 33 INVOLUNTARY TRANSFERS

Upon the involuntary transfer of an employee in this Unit and said employee filing a grievance thereon, the employee or CAPE may unilaterally waive the first and second levels of the grievance procedure and file his/her grievance at the third level.

## ARTICLE 34 POSITION CLASSIFICATION STUDY

### Section 1. Definition of Authority

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

### Section 2. Intent

It is the intention of the parties that this Article be included only to inform employees of the established 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 an employee who believes his/her position is misclassified must be submitted in writing through the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which has the responsibility to process classification studies.

Section 4. Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification studies shall be promptly acknowledged. It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the Department's Personnel Office shall upon request provide a progress report to the employee and/or to CAPE.

## ARTICLE 35 CHANGE OF WORK ASSIGNMENT

During the period January 1 through January 31, a permanent, full-time employee in the Bargaining Unit assigned to the Department of Public Works who received at least a competent rating on his/her last performance evaluation, who desires to be assigned to a different work assignment within the Department of Public Works, may submit a written request for a change of work assignment to the Department's personnel office.

Requests for a change of work assignment shall be valid for one year from date of filing and must be renewed annually if the employee still desires to be considered for a change of work assignment. Beginning February, during the term of this agreement, Public Works management will review requests on file as vacancies occur and make an effort to assign those employees with requests on file to different work assignments within Public Works based on the desire of employees, the employees' qualifications, the availability of vacant assignments within their respective classifications, and the operational needs of the department.

## ARTICLE 36 EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification title, item number, item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who never the Bargaining Unit and who are covered by this Agreement. This employee lists provided to CAPE at a cost to be determined by the Auditor-Controller.

## ARTICLE 37 JOINT LABOR-MANAGEMENT COMMITTEE

### Purpose

Management and Labor may institute discussion of issues at the department level that are of mutual concern, including but not limited to:

- Workload/Staffing
- Recruitment/Retention
- Tuition reimbursement
- Mentoring
- Contracting Out

### Procedures

1. Provide an agenda at least two weeks (ten business days) in advance of meeting.

2. The agenda shall contain no more than three (3) items for discussion.

3. A reasonable number of representatives with direct knowledge of agenda items may attend Labor Management Committee, absent operational impact.

4. Management shall respond within 90 days with its position upon receiving CAPE's recommendation on a subject discussed by the Committee.

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

# APPENDIX A

## COMMUNICATION THROUGH COUNTY EMAIL

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the union to consider the feasibility of communication with bargaining unit members through their County e-mail addresses.

This workgroup will complete its work between March, 2016, and June, 2016. The workgroup will present recommendations to the Board of Supervisors for any policy implementation.

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

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES, M.E.B.A., AFL-CIO

By_____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By_____
SACHI A. HAMAI
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS