

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
AUTOMOTIVE AND EQUIPMENT MAINTENANCE
AND REPAIR EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 21st day of
November, 2006,

BY AND BETWEEN

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

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES COUNCIL 36, LOCAL
119 (hereinafter referred to as
"AFSCME Local 119" or "Union").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME Local 119 was certified on February 24, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-12-69) as the majority representative of County employees in the Automotive and Equipment Maintenance and Repair Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME Local 119 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 Unit in the classifications identified in Article 6, Salaries.

Management agrees that it shall recognize AFSCME Local 119, as the exclusive representative of the employees in this unit when County rules, regulations or laws are amended and AFSCME Local 119 has shown it has met the requirements of any such new rules.

ARTICLE 2 NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 119 and all other rights in the Employee Relations Ordinance and Government Code, Sections 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, affiliations or handicapped status.

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 County's Salary Ordinance, Ordinance No. 6222, 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.

Such implementation shall be effective as of date of ratification by 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, 2006. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2009.

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, during the period from April 15, 2009 to May 15, 2009, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding with the exception of salary proposals which shall be presented no later than June 1, 2009. Negotiations shall begin thereafter within, but no later than, thirty (30) days from date of receipt of aforementioned notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2009 , an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIESSection 1 Recommended Salary Adjustment

- A. 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 indicate

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|---------|-------------------------------------|----------------|------|-----|--------------|--------------|
| 6041 | ASST AUTOMOTIVE EQUIPMENT INSPECTOR | CURRENT | N2 | 68E | 2836.00 | 3329.73 |
| | | 10/01/2006 | N2 | 69K | 2948.00 | 3461.45 |
| | | 07/01/2007 | N2N | 69K | 2948.00 | 3555.73 |
| | | 01/01/2008 | N2N | 70L | 3035.64 | 3660.27 |
| | | 07/01/2008 | N2M | 70L | 3035.64 | 3760.82 |
| | | 01/01/2009 | N2M | 72A | 3125.00 | 3872.00 |
| 6045 | AUTOMOTIVE EQUIPMENT INSPECTOR | CURRENT | | F | | 4064.74 |
| | | 10/01/2006 | | F | | 4227.33 |
| | | 07/01/2007 | | F | | 4343.58 |
| | | 01/01/2008 | | F | | 4473.89 |
| | | 07/01/2008 | | F | | 4596.92 |
| | | 01/01/2009 | | F | | 4734.83 |
| 6044 | AUTOMOTIVE SERVICES ASSISTANT | CURRENT | | 66D | 2541.82 | 3148.18 |
| | | 10/01/2006 | | 67J | 2642.91 | 3273.27 |
| | | 07/01/2007 | NN | 67J | 2642.91 | 3362.45 |
| | | 01/01/2008 | NN | 68K | 2721.73 | 3461.45 |
| | | 07/01/2008 | NM | 68K | 2721.73 | 3555.73 |
| | | 01/01/2009 | NM | 69L | 2801.36 | 3660.27 |
| 7461 | BODY & FENDER MECHANIC | CURRENT | | F | | 4166.99 |
| | | 10/01/2006 | | F | | 4333.67 |
| | | 07/01/2007 | | F | | 4452.85 |
| | | 01/01/2008 | | F | | 4586.44 |
| | | 07/01/2008 | | F | | 4712.57 |
| | | 01/01/2009 | | F | | 4853.95 |
| 6607 | EQUIPMENT MAINTENANCE HELPER | CURRENT | | 63B | 2332.82 | 2892.00 |
| | | 10/01/2006 | | 64G | 2427.00 | 3006.18 |
| | | 07/01/2007 | NN | 64G | 2427.00 | 3087.73 |
| | | 01/01/2008 | NN | 65H | 2499.00 | 3179.09 |
| | | 07/01/2008 | NM | 65H | 2499.00 | 3265.36 |
| | | 01/01/2009 | NM | 66J | 2573.18 | 3362.45 |

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | 421MP | |
|---------|-------------------------------------|----------------|------|-----|--------------|--------------|
| | | | | | MINIMUM RATE | MAXIMUM RATE |
| 6610 | EQUIPMENT MAINTENANCE WORKER | CURRENT | N2 | 70A | 2962.00 | 3478.00 |
| | | 10/01/2006 | N2 | 71F | 3080.27 | 3616.64 |
| | | 07/01/2007 | N2N | 71F | 3080.27 | 3714.91 |
| | | 01/01/2008 | N2N | 72G | 3171.36 | 3825.64 |
| | | 07/01/2008 | N2M | 72G | 3171.36 | 3929.27 |
| | | 01/01/2009 | N2M | 73H | 3265.36 | 4046.36 |
| 7472 | FIRE EQUIPMENT MECHANIC | CURRENT | | F | | 4591.24 |
| | | 10/01/2006 | | F | | 4774.89 |
| | | 07/01/2007 | | F | | 4906.20 |
| | | 01/01/2008 | | F | | 5053.39 |
| | | 07/01/2008 | | F | | 5192.36 |
| | | 01/01/2009 | | F | | 5348.13 |
| 6012 | GARAGE ATTENDANT I | CURRENT | | 61D | 2218.64 | 2754.91 |
| | | 10/01/2006 | | 62J | 2309.55 | 2864.00 |
| | | 07/01/2007 | NN | 62J | 2309.55 | 2941.00 |
| | | 01/01/2008 | NN | 63K | 2379.36 | 3028.27 |
| | | 07/01/2008 | NM | 63K | 2379.36 | 3110.09 |
| | | 01/01/2009 | NM | 64L | 2451.00 | 3202.27 |
| 6014 | GARAGE ATTENDANT II | CURRENT | | 63D | 2344.45 | 2906.00 |
| | | 10/01/2006 | | 64J | 2439.00 | 3020.91 |
| | | 07/01/2007 | NN | 64J | 2439.00 | 3102.64 |
| | | 01/01/2008 | NN | 65K | 2511.00 | 3194.55 |
| | | 07/01/2008 | NM | 65K | 2511.00 | 3281.18 |
| | | 01/01/2009 | NM | 66L | 2585.73 | 3378.82 |
| 7434 | HEAVY STATIONARY EQUIPMENT MECHANIC | CURRENT | | F | | 4500.79 |
| | | 10/01/2006 | | F | | 4680.82 |
| | | 07/01/2007 | | F | | 4809.54 |
| | | 01/01/2008 | | F | | 4953.83 |
| | | 07/01/2008 | | F | | 5090.06 |
| | | 01/01/2009 | | F | | 5242.76 |
| 7496 | HELICOPTER MAINTENANCE INSPECTOR | CURRENT | | F | | 5534.75 |
| | | 10/01/2006 | | F | | 6389.32 |
| | | 07/01/2007 | | F | | 6565.03 |
| | | 01/01/2008 | | F | | 6761.98 |
| | | 07/01/2008 | | F | | 6947.93 |
| | | 01/01/2009 | | F | | 7156.37 |
| 7492 | HELICOPTER MECHANIC | CURRENT | | F | | 4996.37 |
| | | 10/01/2006 | | F | | 5767.81 |
| | | 07/01/2007 | | F | | 5926.42 |
| | | 01/01/2008 | | F | | 6104.21 |
| | | 07/01/2008 | | F | | 6272.08 |
| | | 01/01/2009 | | F | | 6460.24 |
| 7433 | POWER EQUIPMENT MECHANIC | CURRENT | | F | | 4166.99 |
| | | 10/01/2006 | | F | | 4333.67 |
| | | 07/01/2007 | | F | | 4452.85 |
| | | 01/01/2008 | | F | | 4586.44 |
| | | 07/01/2008 | | F | | 4712.57 |
| | | 01/01/2009 | | F | | 4853.95 |

421MP

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|---------|-------------------------------------|----------------|------|-----|--------------|--------------|
| 7430 | POWER EQUIPMENT MECHANIC APPRENTICE | CURRENT | N30B | F | | 4062.82 |
| | | 10/01/2006 | N30B | F | | 4225.33 |
| | | 07/01/2007 | N30B | F | | 4341.53 |
| | | 01/01/2008 | N30B | F | | 4471.78 |
| | | 07/01/2008 | N30B | F | | 4594.76 |
| | | 01/01/2009 | N30B | F | | 4732.60 |
| 7425 | POWER EQUIPMENT MECHANIC HELPER I | CURRENT | N2 | 66D | 2681.91 | 3148.18 |
| | | 10/01/2006 | N2 | 67J | 2788.09 | 3273.27 |
| | | 07/01/2007 | N2N | 67J | 2788.09 | 3362.45 |
| | | 01/01/2008 | N2N | 68K | 2871.00 | 3461.45 |
| | | 07/01/2008 | N2M | 68K | 2871.00 | 3555.73 |
| | | 01/01/2009 | N2M | 69L | 2955.00 | 3660.27 |
| 7427 | POWER EQUIPMENT MECHANIC HELPER II | CURRENT | N2 | 69D | 2906.00 | 3411.82 |
| | | 10/01/2006 | N2 | 70J | 3020.91 | 3547.09 |
| | | 07/01/2007 | N2N | 70J | 3020.91 | 3642.82 |
| | | 01/01/2008 | N2N | 71K | 3110.09 | 3751.64 |
| | | 07/01/2008 | N2M | 71K | 3110.09 | 3853.45 |
| | | 01/01/2009 | N2M | 72L | 3202.27 | 3967.45 |
| 7000 | POWER EQUIPMENT PAINTER | CURRENT | | F | | 4064.74 |
| | | 10/01/2006 | | F | | 4227.33 |
| | | 07/01/2007 | | F | | 4343.58 |
| | | 01/01/2008 | | F | | 4473.89 |
| | | 07/01/2008 | | F | | 4596.92 |
| | | 01/01/2009 | | F | | 4734.83 |
| 6613 | SENIOR EQUIPMENT MAINTENANCE WORKER | CURRENT | N2 | 74A | 3297.00 | 3872.00 |
| | | 10/01/2006 | N2 | 75F | 3428.36 | 4026.55 |
| | | 07/01/2007 | N2N | 75F | 3428.36 | 4136.91 |
| | | 01/01/2008 | N2N | 76G | 3529.82 | 4260.73 |
| | | 07/01/2008 | N2M | 76G | 3529.82 | 4377.91 |
| | | 01/01/2009 | N2M | 77H | 3634.09 | 4509.64 |
| 7473 | SENIOR FIRE EQUIPMENT MECHANIC | CURRENT | | F | | 4820.84 |
| | | 10/01/2006 | | F | | 5013.67 |
| | | 07/01/2007 | | F | | 5151.55 |
| | | 01/01/2008 | | F | | 5306.10 |
| | | 07/01/2008 | | F | | 5452.02 |
| | | 01/01/2009 | | F | | 5615.58 |
| 7494 | SENIOR HELICOPTER MECHANIC | CURRENT | | F | | 5246.22 |
| | | 10/01/2006 | | F | | 6056.24 |
| | | 07/01/2007 | | F | | 6222.79 |
| | | 01/01/2008 | | F | | 6409.47 |
| | | 07/01/2008 | | F | | 6585.73 |
| | | 01/01/2009 | | F | | 6783.30 |
| 6015 | TIRE REPAIR WORKER | CURRENT | N2 | 65E | 2617.45 | 3072.82 |
| | | 10/01/2006 | N2 | 66K | 2721.73 | 3194.55 |
| | | 07/01/2007 | N2N | 66K | 2721.73 | 3281.18 |
| | | 01/01/2008 | N2N | 67L | 2801.36 | 3378.82 |
| | | 07/01/2008 | N2M | 67L | 2801.36 | 3469.73 |
| | | 01/01/2009 | N2M | 69A | 2885.00 | 3573.00 |

B. Apprentice Rates

Persons employed in classifications shown as being compensated on Note 30B in Section 1. A. above shall be compensated at the applicable monthly rate for each interval of employment on the apprentice or trainee item listed in the attached table entitled "NOTE 30B - TABLE OF APPRENTICES RATES." Advancement to the next interval shall be contingent upon satisfactory performance of tasks and training, as defined on July 1, 1979, by the joint apprentice committee and/or other competent authority as established by the director of personnel.

NOTE 30B - TABLE OF APPRENTICE RATES

| ITEM | CLASS | JOURNEY LEVEL | EFFECTIVE DATE | 1 ST | 2 ND | 3 RD | 4 TH | 5 TH | 6 TH | 7 TH | 8 TH |
|------|---|---------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 7430 | Power Equipment Mechanic Apprentice | 4,166.99 | CURRENT | 2,604.37 | 2,812.72 | 3,021.07 | 3,229.42 | 3,437.77 | 3,646.12 | 3,854.47 | 4,062.82 |
| | | 4,333.67 | 10/01/06 | 2,708.54 | 2,925.23 | 3,141.91 | 3,358.59 | 3,575.28 | 3,791.96 | 4,008.64 | 4,225.33 |
| | | 4,452.85 | 07/01/07 | 2,783.03 | 3,005.67 | 3,228.32 | 3,450.96 | 3,673.60 | 3,896.24 | 4,118.89 | 4,341.53 |
| | | 4,586.44 | 01/01/08 | 2,866.53 | 3,095.85 | 3,325.17 | 3,554.49 | 3,783.81 | 4,013.14 | 4,242.46 | 4,471.78 |
| | | 4,712.57 | 07/01/08 | 2,945.36 | 3,180.98 | 3,416.61 | 3,652.24 | 3,887.87 | 4,123.50 | 4,359.13 | 4,594.76 |
| | | 4,853.95 | 01/01/09 | 3,033.72 | 3,276.42 | 3,519.11 | 3,761.81 | 4,004.51 | 4,247.21 | 4,489.90 | 4,732.60 |

Section 2Step 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 within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within

ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed In accordance with Civil Service Rules.
- D. During the term of this agreement, should any change be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3AUTOMOTIVE APPRENTICE NOTE 30B PERCENTAGE
TABLE

| <u>Apprentice</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> | <u>4th</u> | <u>5th</u> | <u>6th</u> | <u>7th</u> | <u>8th</u> |
|--|------------|------------|------------|------------|------------|------------|------------|------------|
| Power Equipment Painter Apprentice | 55.0 | 62.5 | 70.0 | 77.5 | 85.0 | 92.5 | | |
| Power Equipment Mechanic Apprentice | 62.5 | 67.5 | 72.5 | 77.5 | 82.5 | 87.5 | 92.5 | 97.5 |
| Body & Fender Apprentice | 62.5 | 67.5 | 72.5 | 77.5 | 82.5 | 87.5 | 92.5 | 97.5 |
| Automotive Body Builder Apprentice | 62.5 | 67.5 | 72.5 | 77.5 | 82.5 | 87.5 | 92.5 | 97.5 |

Section 4

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

ARTICLE 7 SPECIAL PAY PRACTICESSection 1 Call Back Pay

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Overtime.

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

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

Section 2 Standby Time

When employees are authorized and assigned to regularly scheduled periods of standby service at off-duty times, such employees will be compensated at the rate of 75 cents per hour for each hour of such assigned standby service.

The parties jointly agree to recommend to the County's Board of Supervisors that effective January 1, 2001, that standby pay be increased by twenty-five cents (\$.25) per hour for a total of one dollar (\$1.00) per hour.

Section 3 Shift Premium

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive a per hour bonus of 75 cents for each hour worked during said shifts.

Section 4 Uniforms

Where Management requires employees in the unit to wear specific and distinctive uniforms, such uniforms will be provided by Management as an initial issue of five (5) shirts, five (5) trousers and one (1) jacket. Management agrees to replace annually up to 5 shirts, 5 pants and 1 jacket as needed.

This section is not intended to deprive an employee of any currently approved uniform benefit.

