

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
PROBATION DIRECTORS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 12<sup>th</sup> day of  
November, 2013,

BY AND BETWEEN

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

AND

LOCAL 1967, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, (hereinafter referred to as  
Local 1967, AFSCME" or "AFSCME", or  
"UNION").

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ARTICLE 1      PURPOSE

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

ARTICLE 2            RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Professional Managers Association of Probation Directors was certified on December 16, 2008, by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 703 (Probation Director Item #8620, Assistant Probation Director Item #8612, Services Director Probation Item #8028, and Head Central Records Probation Item #1186) previously found to be an appropriate unit by the Employee Relations Commission. Management hereby recognizes the PMA as the certified exclusive bargaining representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit.

ARTICLE 3            IMPLEMENTATION

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

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date of Board of Supervisors' approval. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

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

ARTICLE 4            AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
  
- B. PMA's principal authorized agent shall be its President (Address: c/o AFSCME – Local 1967 Post Office Box 7974, Mission Hills, CA 91346-7974, Telephone: (562) 587-5509).

ARTICLE 5            OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither PMA nor Management, nor their authorized representatives will appear before the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of PMA and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

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

ARTICLE 7      TERM

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

ARTICLE 8            RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding during the period May 15 to May 31, 2015.

Negotiations shall begin no later than June 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9GRIEVANCE PROCEDURESection 1.

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

Section 2.

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.
4. Immediate Supervisor means the immediate supervisor of the grievant.
5. "Grievant" means a bargaining unit member.

### Section 3.            Responsibilities

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

1. Departmental Management has the responsibility to:
  - A. Inform an employee of any limitation of the supervisors department's authority to fully resolve the grievance; and
  - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
  
2. The PMA agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return.

### Section 4.            Waivers and Time Limits

1. A grievance must be initiated on a Departmental Grievance Form within 10 business days of the occurrence of the matter on which the grievance is based.

2. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
3. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
4. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance may be subject to reconsideration by mutual agreement.
5. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of one representative to represent the employee in formal grievance meetings with Management.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting.

The employee representative shall give his/her supervisor reasonable advance notice, no less than 24 hours' notice, to ensure that his/her absence will not unduly interfere with Departmental operations.

3. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.
4. PMA agrees to encourage an employee who files a formal written grievance to state clearly and concisely the specific action being grieved, the article(s) violated and the specific remedy requested.
5. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 6.            The Parties' Rights and Restrictions

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

2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. The PMA representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
4. If the PMA representative elects to attend any formal grievance, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7.                      Procedures

Level 1.

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

- B. The Level 1 grievance is reviewed, evaluated, and decided by the employee's immediate supervisor. The Level 1 supervisor will arrange a meeting date and location with the employee and/or the employee's representative, within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and a completed Grievance Response Form – Level 1, will be returned to the employee within ten (10) business days. Supervisors should complete the Level 1 process within the specified time period unless there has been a mutually agreed upon time waiver.
- C. A Level 1 grievance may be denied due to the fact that it is not within the scope of authority of the supervisor to grant the requested remedy. A Level 1 supervisor may grant or deny, in part or in its entirety, an employee's grievance.

#### Level 2.

- A. If the grievance is denied in whole or in part at Level 1, or if the employee is not satisfied with the Level 1 response, review may be sought at Level 2. Within ten (10) business days from receipt of the Level 1 response, the employee shall submit the original and one copy each of the Grievance Form and the Grievance Response Forms – Level 1 to the named Level 2 supervisor. The Level 2 supervisor shall be supervisor of the Level 1 supervisor. The Level 2 supervisor will arrange a meeting date and location with the employee and/or the employee's representative within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and the

completed Grievance Response Form – Level 2 will be returned to the employee within ten (10) business days. The Level 2 meeting should be completed within the specified time period unless there has been a mutually agreed upon time waiver.

Level 3.

- A. If the grievance is denied in whole or in part at Level 2, or if the employee is not satisfied with the Level 2 response, review may be sought at Level 3. Within ten (10) business days from receipt of the Level 2 response, the employee shall submit the original and one copy each of the Grievance Form and the Grievance Response Forms – Level 2 to the named Level 3 supervisor. The Level 3 supervisor shall be the department head or his designated representative. The Level 3 supervisor will arrange a meeting date and location with the employee and/or the employee's representative within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and the completed Grievance Response Form – Level 3 will be returned to the employee within ten (10) business days. The Level 3 meeting should be completed within the specified time period unless there has been a mutually agreed upon time waiver.

Section 8.            Arbitration

- A.     Within ten (10) business days from the receipt of the written decision of the department head or his designated representative, an employee, only if he/she is represented by PMA, may request that the grievance be submitted as provided for hereinafter.
- B.     Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by PMA in all steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
1.     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;
  2.     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

3. The interpretation, application, merits or legality of the rules or regulations of the department, the Chief Executive Office or any other County department, agency or commission unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator;
4. Any subject matter relating to County-sponsored employee group Insurance plans that could impose on the carrier, the provider or the County, an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier to provider;
5. In the event PMA desires to request that a grievance which meets the requirements of Section 8, Paragraph (ii) hereof be submitted to arbitration, PMA shall within the time requirements set forth above send a written request for arbitration to County's Employee Relations Commission which request shall;
  - a. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;

- b. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;
  - c. Arbitration procedures conducted under the authority of the Section shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.
6. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee

Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

7. Prior to hearing by an arbitrator, a representative of the County and PMA 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 PMA cannot jointly agree on a submission statement, the arbitrator shall determine the issue(s) to be resolved.
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 PMA. 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. PMA may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of the Memorandum of Understanding.

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

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 10      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both PMA 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 PMA may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, PMA, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11      UNION REPRESENTATION – PMA

It is agreed by the parties to the Memorandum of Understanding that the PMA may designate one Grievance Representative for each departmental bureau. Additionally, the PMA may designate one alternate per bureau in the event the recognized Grievance Representative is absent. PMA shall provide and keep current a written list of the Names of Grievance Representatives and alternatives who have been selected as a PMA Grievance Representative and alternate with Probation's Employee Relations and Human Resources divisions.

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

Upon entering a work location, the PMA Grievance Representative shall inform the cognizant supervisor of the nature of the union representative's business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

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

PMA agrees that a PMA Grievance Representative shall not log compensatory time for the time spent performing any function of a steward/PMA representative.

ARTICLE 12 • EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 9, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

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

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
  - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by outside counsel except for in-house staff counsel and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other Executive processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
  
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 13      PAYROLL DEDUCTIONS AND DUESSection 1.      Deductions and Dues

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

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

Section 2.      Security Clause

Any employees in this unit who have authorized PMA 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 PMA dues during the period of August 10 through August 31, 2015, by notifying the PMA of their termination of PMA dues deductions. Such notification shall be by certified mail to the President of the PMA and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name from which said dues deductions are to be canceled.

Section 3.                    List of New Employees/Separations

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

The County will furnish the PMA with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

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

Section 4.                    Indemnification Clause

The PMA 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 14      MANAGEMENT RIGHTS

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

ARTICLE 15      FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

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

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

Section 2.

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

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

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

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

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

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 16      PROVISIONS OF LAW

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

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ARTICLE 17      EMPLOYEE LISTS

Within sixty days from the effective date of this Memorandum of Understanding, Management shall provide PMA with a monthly list of the names of all employees in the Unit.

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

PMA has been certified as your majority representative. PMA is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join PMA, call (562) 587-5509.

Los Angeles County  
Professional Managers Association  
AFSCME – Local 1967  
Post Office Box 7974  
Mission Hills, CA 91346-7974

ARTICLE 18            EMPLOYEE RIGHTS IN THE EVENT OF  
TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise PMA 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 the PMA and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood that Management shall have no obligation to negotiate the decision of any reorganization by the County during the

life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 19      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by PMA or any person acting on its behalf and PMA agrees not to sanction any such activity by its members, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and PMA fails to exercise good faith in halting the work interruption, PMA 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 20      PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's official 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 official personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature 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.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. 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.

ARTICLE 21      LEAVES OF ABSENCESection 1.      Medical Leave

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

Section 2.      Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 3.                    Unpaid Employee Organization Leave

PMA requests for employee organizational leave for at least thirty (30) continuous calendar days or more shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. PMA may not have more than two (2) employees in the Bargaining Unit on leave of absence to accept employment with PMA. These leaves are subject to the Civil Service Rules.

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

Section 4.                    Family Leave

A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act (FMLA) of 1993. The FMLA Policy Guidelines are available online for review and downloading.

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

- B. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- C. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 5. Jury Duty and Witness Leave

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

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

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee

is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 6.            Bereavement Leave

The provisions of Los Angeles County Code Section 6.02.080 regarding Bereavement Leave shall apply to employees in Bargaining Unit 703.

Section 7.            Military Leave

The provisions of Los Angeles County Code Section 6.20.080(c) and applicable law, shall apply to employees in Bargaining Unit 703.

ARTICLE 22            EMPLOYEE PAYCHECK ERRORSSection 1.            Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

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

## Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment. County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the PMA on this issue within 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

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.

## Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level 3 of the Grievance Procedure.

Section 4.            Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5.            Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 23      EMPLOYEE PARKING

Section 1.      Safe and Adequate Parking

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

ARTICLE 24      HEALTH AND SAFETYSection 1.      Parties' Responsibilities

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

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

If the employee or the employee's representative is not satisfied with the response of the safety officer, PMA may consult with the Chief Executive Office Risk Management Division. A representative of such branch shall respond to the Department Head and PMA within ten (10) days.

If PMA is not satisfied with the response of the Chief Executive Office Risk Management Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 9.

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

Section 2.            First Aid Kits

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

Section 3.

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

Section 4.

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

ARTICLE 25      WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with PMA thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with the Department subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

PMA shall provide a final list containing the names of the bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 26      NEW EMPLOYEE ORIENTATION

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

This Article shall be subject to advisory arbitration.

ARTICLE 27      WORK ACCESS

Authorized PMA representative(s) shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. PMA representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. PMA agrees that its representatives will not purposely interfere with operations of department or any facility thereof.

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

ARTICLE 28      BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to the PMA, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. PMA recreational, social and related PMA news bulletins;
- B. Scheduled PMA meetings;
- C. Information concerning the PMA elections or the results thereof;
- D. Reports of official business of the PMA, including PMA Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provision of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 29      JOINT LABOR MANAGEMENT COMMITTEE

Section 1.

The parties agree to establish a Joint Labor/Management Committee in the Probation Department to meet regarding employee relations matter in accordance with Employee Relations Ordinance 5.04.090

- A. The purpose of the joint labor management committee is for the Probation Department and the PMA to establish a forum for Labor and Management to regularly meet and jointly discuss issues concerning bargaining unit members.

Section 2.

The Joint Labor/Management Committee shall consist of three (3) representatives designated by the PMA. The Chief Probation Officer or his Chief Deputy shall designate three (3) management representatives to be on the committee. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend Joint Labor Management Committee meetings.

Section 3.

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

Section 4.

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

The Committee may also make advisory recommendations to the Chief Probation Officer, or his designated representative, for consideration.

ARTICLE 30            SALARIES/MAPP TIER II PROBATION

Section 1.            Recommended Salary / MAPP Participants

Parties agree that MAPP participants in this unit shall continue to receive compensation (salary) and be subject to applicable provisions of the Management Appraisal and Performance Plan (MAPP) as provided for in the County Code, including but not limited to, County Code sections 6.08.300 through and including 6.08.395.

It is the intent of the parties that MAPP participants in this bargaining unit will continue to receive the same compensation, salary step movement, and have their work performance appraised on the same basis and subject to the same conditions as provided for non-represented MAPP employees.

Section 2.            Management Appraisal and Performance Plan (MAPP)

County Code Sections 6.08.300 through and including Section 6.08.395 which is applicable to the County's TIER II Management Appraisal and Performance Plan, shall govern the salaries of the following bargaining unit classifications, Item #8620 Probation Director; Item #8028 Services Director Probation; and Item #1186 Head Central Records Probation. Represented and non-represented MAPP TIER II Participants salary step movement shall continue to be at the discretion of the Chief Executive Officer.

**MANAGEMENT APPRAISAL AND PERFORMANCE PLAN  
TIER II SALARY STRUCTURE**

**Table V – Effective October 1, 2013**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
S01	3,818.19	3,932.73	4,050.71	4,172.24	4,297.40	4,426.32	4,559.11	4,695.89	4,836.76	4,981.87	5,131.32	5,285.26	5,364.54	5,445.01	5,526.69	5,609.59	5,693.73	5,779.14
S02	4,104.58	4,227.72	4,354.55	4,485.19	4,619.74	4,758.34	4,901.09	5,048.12	5,199.56	5,355.55	5,516.21	5,681.70	5,766.93	5,853.43	5,941.23	6,030.35	6,120.81	6,212.62
S03	4,412.39	4,544.76	4,681.10	4,821.53	4,966.18	5,115.17	5,268.62	5,426.68	5,589.48	5,757.16	5,929.88	6,107.78	6,199.39	6,292.38	6,386.77	6,482.57	6,579.81	6,678.51
S04	4,743.36	4,885.66	5,032.23	5,183.19	5,338.69	5,498.85	5,663.82	5,833.73	6,008.74	6,189.01	6,374.68	6,565.92	6,664.40	6,764.37	6,865.84	6,968.82	7,073.36	7,179.46
S05	5,099.15	5,252.13	5,409.69	5,571.98	5,739.14	5,911.32	6,088.66	6,271.32	6,459.45	6,653.24	6,852.84	7,058.42	7,164.30	7,271.76	7,380.84	7,491.55	7,603.92	7,717.98
S06	5,481.46	5,645.90	5,815.28	5,989.74	6,169.43	6,354.51	6,545.15	6,741.50	6,943.75	7,152.06	7,366.62	7,587.62	7,701.44	7,816.96	7,934.21	8,053.23	8,174.02	8,296.63
S07	5,892.57	6,069.35	6,251.43	6,438.97	6,632.14	6,831.10	7,036.04	7,247.12	7,464.53	7,688.47	7,919.12	8,156.70	8,279.05	8,403.23	8,529.28	8,657.22	8,787.08	8,918.88
S08	6,334.55	6,524.58	6,720.32	6,921.93	7,129.59	7,343.48	7,563.78	7,790.69	8,024.41	8,265.15	8,513.10	8,768.49	8,900.02	9,033.52	9,169.02	9,306.56	9,446.16	9,587.85
S09	6,809.78	7,014.07	7,224.49	7,441.23	7,664.46	7,894.40	8,131.23	8,375.16	8,626.42	8,885.21	9,151.77	9,426.32	9,567.72	9,711.23	9,856.90	10,004.75	10,154.83	10,307.15
S10	7,320.50	7,540.11	7,766.32	7,999.31	8,239.29	8,486.46	8,741.06	9,003.29	9,273.39	9,551.59	9,838.14	10,133.28	10,285.28	10,439.56	10,596.15	10,755.10	10,916.42	11,080.17
S11	7,869.49	8,105.58	8,348.75	8,599.21	8,857.18	9,122.90	9,396.59	9,678.48	9,968.84	10,267.90	10,575.94	10,893.22	11,056.62	11,222.47	11,390.80	11,561.67	11,735.09	11,911.12
S12	8,459.52	8,713.31	8,974.71	9,243.95	9,521.27	9,806.91	10,101.11	10,404.15	10,716.27	11,037.76	11,368.88	11,709.96	11,885.61	12,063.89	12,244.85	12,428.52	12,614.95	12,804.17
S13	9,094.31	9,367.14	9,648.15	9,937.60	10,235.73	10,542.80	10,859.08	11,184.85	11,520.40	11,866.01	12,221.99	12,588.65	12,777.48	12,969.14	13,163.68	13,361.14	13,561.55	13,764.98
S14	9,776.35	10,069.64	10,371.73	10,682.89	11,003.37	11,333.47	11,673.48	12,023.68	12,384.39	12,755.92	13,138.60	13,532.76	13,735.75	13,941.79	14,150.91	14,363.18	14,578.63	14,797.30
S15	10,509.64	10,824.93	11,149.68	11,484.17	11,828.69	12,183.55	12,549.06	12,925.53	13,313.30	13,712.70	14,124.08	14,547.80	14,766.02	14,987.51	15,212.32	15,440.51	15,672.11	15,907.20
S16	11,297.87	11,636.80	11,985.91	12,345.48	12,715.85	13,097.32	13,490.24	13,894.95	14,311.80	14,741.15	15,183.39	15,638.89	15,873.47	16,111.58	16,353.25	16,598.55	16,847.53	17,100.24
S17	12,145.03	12,509.38	12,884.66	13,271.20	13,669.34	14,079.42	14,501.80	14,936.85	15,384.96	15,846.51	16,321.90	16,811.56	17,063.73	17,319.69	17,579.48	17,843.18	18,110.82	18,382.49
S18	13,056.11	13,447.80	13,851.23	14,266.77	14,694.77	15,135.61	15,589.68	16,057.37	16,539.09	17,035.27	17,546.32	18,072.71	18,343.80	18,618.96	18,898.24	19,181.72	19,469.44	19,761.49
S19	14,035.32	14,456.38	14,890.07	15,336.78	15,796.88	16,270.79	16,759.91	17,261.68	17,779.53	18,312.91	18,862.30	19,428.17	19,719.59	20,015.39	20,315.62	20,620.35	20,929.66	21,243.60
S20	15,087.97	15,540.61	16,006.83	16,487.04	16,981.65	17,491.10	18,015.83	18,556.30	19,112.99	19,686.38	20,276.97	20,885.28	21,198.56	21,516.54	21,839.29	22,166.88	22,499.38	22,836.87

**NOTE:** As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

**MANAGEMENT APPRAISAL AND PERFORMANCE PLAN**  
**TIER II SALARY STRUCTURE**

**Table W – Effective October 1, 2014**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
S01	3,894.55	4,011.39	4,131.73	4,255.68	4,383.35	4,514.85	4,650.30	4,789.81	4,933.50	5,081.50	5,233.95	5,390.97	5,471.83	5,553.91	5,637.22	5,721.78	5,807.60	5,894.72
S02	4,186.67	4,312.27	4,441.64	4,574.89	4,712.14	4,853.50	4,999.11	5,149.08	5,303.55	5,462.66	5,626.54	5,795.34	5,882.27	5,970.50	6,060.06	6,150.96	6,243.22	6,336.87
S03	4,500.64	4,635.65	4,774.72	4,917.97	5,065.50	5,217.47	5,373.99	5,535.21	5,701.27	5,872.31	6,048.48	6,229.93	6,323.38	6,418.23	6,514.50	6,612.22	6,711.41	6,812.08
S04	4,838.22	4,983.37	5,132.87	5,286.86	5,445.46	5,608.83	5,777.09	5,950.41	6,128.92	6,312.79	6,502.17	6,697.23	6,797.69	6,899.66	7,003.15	7,108.20	7,214.82	7,323.05
S05	5,201.14	5,357.17	5,517.89	5,683.42	5,853.92	6,029.54	6,210.43	6,396.74	6,588.64	6,786.30	6,989.89	7,199.59	7,307.58	7,417.20	7,528.45	7,641.38	7,756.00	7,872.34
S06	5,591.09	5,758.82	5,931.59	6,109.53	6,292.82	6,481.60	6,676.05	6,876.33	7,082.62	7,295.10	7,513.96	7,739.37	7,855.47	7,973.30	8,092.90	8,214.29	8,337.50	8,462.57
S07	6,010.42	6,190.73	6,376.46	6,567.75	6,764.78	6,967.73	7,176.76	7,392.06	7,613.82	7,842.24	8,077.50	8,319.83	8,444.63	8,571.30	8,699.87	8,830.36	8,962.82	9,097.26
S08	6,461.24	6,655.07	6,854.73	7,060.37	7,272.18	7,490.35	7,715.06	7,946.51	8,184.90	8,430.45	8,683.36	8,943.86	9,078.02	9,214.19	9,352.41	9,492.69	9,635.08	9,779.61
S09	6,945.97	7,154.35	7,368.98	7,590.05	7,817.75	8,052.28	8,293.85	8,542.67	8,798.95	9,062.92	9,334.80	9,614.85	9,759.07	9,905.46	10,054.04	10,204.85	10,357.92	10,513.29
S10	7,466.91	7,690.92	7,921.64	8,159.29	8,404.07	8,656.19	8,915.88	9,183.36	9,458.86	9,742.62	10,034.90	10,335.95	10,490.99	10,648.35	10,808.08	10,970.20	11,134.75	11,301.77
S11	8,026.88	8,267.69	8,515.72	8,771.19	9,034.33	9,305.36	9,584.52	9,872.05	10,168.22	10,473.26	10,787.46	11,111.08	11,277.75	11,446.92	11,618.62	11,792.90	11,969.79	12,149.34
S12	8,628.71	8,887.57	9,154.20	9,428.83	9,711.69	10,003.04	10,303.14	10,612.23	10,930.60	11,258.51	11,596.27	11,944.16	12,123.32	12,305.17	12,489.75	12,677.09	12,867.25	13,060.26
S13	9,276.20	9,554.48	9,841.12	10,136.35	10,440.44	10,753.65	11,076.26	11,408.55	11,750.81	12,103.33	12,466.43	12,840.42	13,093.03	13,228.53	13,426.95	13,628.36	13,832.78	14,040.28
S14	9,971.88	10,271.04	10,579.17	10,896.54	11,223.44	11,560.14	11,906.95	12,264.15	12,632.08	13,011.04	13,401.37	13,803.41	14,010.47	14,220.62	14,433.93	14,650.44	14,870.20	15,093.25
S15	10,719.83	11,041.43	11,372.67	11,713.85	12,065.27	12,427.23	12,800.04	13,184.04	13,579.57	13,986.95	14,406.56	14,838.76	15,061.34	15,287.26	15,516.57	15,749.32	15,985.56	16,225.34
S16	11,523.82	11,869.54	12,225.63	12,592.39	12,970.17	13,359.27	13,760.05	14,172.85	14,598.04	15,035.98	15,487.06	15,951.67	16,190.94	16,433.81	16,680.31	16,930.52	17,184.48	17,442.24
S17	12,387.93	12,759.57	13,142.35	13,536.62	13,942.72	14,361.00	14,791.83	15,235.59	15,692.66	16,163.44	16,648.34	17,147.79	17,405.01	17,666.08	17,931.07	18,200.04	18,473.04	18,750.14
S18	13,317.23	13,716.75	14,128.25	14,552.10	14,988.66	15,438.32	15,901.47	16,378.52	16,869.87	17,375.97	17,897.25	18,434.17	18,710.68	18,991.34	19,276.21	19,565.35	19,858.83	20,156.72
S19	14,316.03	14,745.51	15,187.88	15,643.51	16,112.82	16,596.20	17,094.09	17,606.91	18,135.12	18,679.17	19,239.55	19,816.73	20,113.98	20,415.69	20,721.93	21,032.76	21,348.25	21,668.47
S20	15,389.73	15,851.42	16,326.97	16,816.78	17,321.28	17,840.92	18,376.14	18,927.43	19,495.25	20,080.11	20,682.51	21,302.99	21,622.53	21,946.87	22,276.07	22,610.22	22,949.37	23,293.61

**NOTE:** As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

**MANAGEMENT APPRAISAL AND PERFORMANCE PLAN**  
**TIER II SALARY STRUCTURE**

**Table X – Effective April 1, 2015**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
S01	3,972.44	4,091.61	4,214.36	4,340.79	4,471.02	4,605.15	4,743.30	4,885.60	5,032.17	5,183.13	5,338.63	5,498.79	5,581.27	5,664.99	5,749.96	5,836.21	5,923.76	6,012.61
S02	4,270.41	4,398.52	4,530.47	4,666.39	4,806.38	4,950.57	5,099.09	5,252.06	5,409.62	5,571.91	5,739.07	5,911.24	5,999.91	6,089.91	6,181.26	6,273.98	6,368.09	6,463.61
S03	4,590.65	4,728.37	4,870.22	5,016.32	5,166.81	5,321.82	5,481.47	5,645.92	5,815.30	5,989.75	6,169.45	6,354.53	6,449.85	6,546.60	6,644.79	6,744.47	6,845.63	6,948.32
S04	4,934.99	5,083.04	5,235.53	5,392.60	5,554.37	5,721.00	5,892.63	6,069.41	6,251.50	6,439.04	6,632.21	6,831.18	6,933.65	7,037.65	7,143.22	7,250.36	7,359.12	7,469.51
S05	5,305.16	5,464.31	5,628.24	5,797.09	5,971.00	6,150.13	6,334.64	6,524.68	6,720.42	6,922.03	7,129.69	7,343.58	7,453.73	7,565.54	7,679.02	7,794.21	7,911.12	8,029.79
S06	5,702.91	5,874.00	6,050.22	6,231.72	6,418.68	6,611.24	6,809.57	7,013.86	7,224.28	7,441.00	7,664.23	7,894.16	8,012.57	8,132.76	8,254.75	8,378.58	8,504.25	8,631.82
S07	6,130.63	6,314.55	6,503.99	6,699.11	6,900.08	7,107.08	7,320.29	7,539.90	7,766.10	7,999.08	8,239.05	8,486.23	8,613.52	8,742.72	8,873.86	9,006.97	9,142.08	9,279.21
S08	6,590.46	6,788.18	6,991.82	7,201.58	7,417.62	7,640.15	7,869.36	8,105.44	8,348.60	8,599.06	8,857.03	9,122.74	9,259.58	9,398.48	9,539.45	9,682.55	9,827.78	9,975.20
S09	7,084.89	7,297.44	7,516.36	7,741.85	7,974.11	8,213.33	8,459.73	8,713.52	8,974.93	9,244.17	9,521.50	9,807.14	9,954.25	10,103.57	10,255.12	10,408.95	10,565.08	10,723.56
S10	7,616.25	7,844.73	8,080.08	8,322.48	8,572.15	8,829.32	9,094.20	9,367.02	9,648.03	9,937.48	10,235.60	10,542.67	10,700.81	10,861.32	11,024.24	11,189.60	11,357.45	11,527.81
S11	8,187.42	8,433.04	8,686.04	8,946.62	9,215.01	9,491.47	9,776.21	10,069.50	10,371.58	10,682.73	11,003.21	11,333.31	11,503.31	11,675.86	11,850.99	12,028.76	12,209.19	12,392.33
S12	8,801.29	9,065.33	9,337.29	9,617.40	9,905.93	10,203.10	10,509.20	10,824.47	11,149.21	11,483.68	11,828.19	12,183.04	12,365.79	12,551.27	12,739.54	12,930.64	13,124.59	13,321.46
S13	9,461.72	9,745.57	10,037.94	10,339.08	10,649.25	10,968.73	11,297.79	11,636.72	11,985.82	12,345.40	12,715.76	13,097.23	13,293.69	13,493.10	13,695.49	13,900.93	14,109.44	14,321.08
S14	10,171.32	10,476.46	10,790.75	11,114.47	11,447.91	11,791.35	12,145.09	12,509.44	12,884.72	13,271.26	13,669.40	14,079.48	14,290.67	14,505.04	14,722.61	14,943.45	15,167.60	15,395.12
S15	10,934.23	11,262.26	11,600.13	11,948.13	12,306.57	12,675.77	13,056.04	13,447.72	13,851.16	14,266.69	14,694.69	15,135.53	15,362.57	15,593.00	15,826.90	16,064.30	16,305.27	16,549.85
S16	11,754.30	12,106.93	12,470.14	12,844.24	13,229.57	13,626.46	14,035.25	14,456.31	14,890.00	15,336.70	15,796.80	16,270.70	16,514.76	16,762.48	17,013.92	17,269.13	17,528.17	17,791.09
S17	12,635.69	13,014.76	13,405.20	13,807.36	14,221.58	14,648.22	15,087.67	15,540.30	16,006.51	16,486.71	16,981.31	17,490.75	17,753.11	18,019.40	18,289.69	18,564.04	18,842.50	19,125.14
S18	13,583.58	13,991.09	14,410.82	14,843.14	15,288.44	15,747.09	16,219.50	16,706.09	17,207.27	17,723.49	18,255.19	18,802.85	19,084.89	19,371.17	19,661.73	19,956.66	20,256.01	20,559.85
S19	14,602.35	15,040.42	15,491.63	15,956.38	16,435.07	16,928.13	17,435.97	17,959.05	18,497.82	19,052.75	19,624.34	20,213.07	20,516.26	20,824.01	21,136.37	21,453.41	21,775.21	22,101.84
S20	15,697.53	16,168.45	16,653.51	17,153.11	17,667.70	18,197.74	18,743.67	19,305.98	19,885.16	20,481.71	21,096.16	21,729.05	22,054.98	22,385.81	22,721.60	23,062.42	23,408.36	23,759.48

**NOTE:** As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

Section 3.

It is the intent of the parties that the exclusive management, control, and administration of the MAPP shall be at the discretion of the County. Any and all changes, modifications or termination of the MAPP is at the discretion of the Chief Executive Officer. The County shall consult with the PMA prior to implementing any changes or termination of the MAPP. Any and all future changes the County makes to the MAPP concerning non-represented MAPP employees shall be extended to and made applicable to bargaining unit employees.

Section 4.

Sections 1, 2, and 3 of this Article shall not be subject to the Grievance Procedure Article and shall not be subject to arbitration.

Section 5.

NON-MAPP PARTICIPANT CLASS –  
ASSISTANT PROBATION DIRECTOR

- A. The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to Assistant Probation Directors effective on the date as indicated. County Code Section 6.100.020 (F) remains applicable to the classification # 8612 Assistant Probation Director.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	SCH	MINIMUM RATE	MAXIMUM RATE
8612	ASSISTANT PROBATION DIRECTOR	CURRENT	97F	5885.73	7311.45
		10/01/2013	98C	6002.82	7457.09
		10/01/2014	98L	6122.09	7605.45
		04/01/2015	99H	6244.55	7757.64

- B. The parties, having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.
- C. Full-time permanent employees holding the classification of Assistant Probation Director who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.
- D. If no performance review is filed as defined in C 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 C above, the employee may request his/her Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- E. Grievances arising out of this section shall be processed as follows:
1. Where no Performance Evaluation has been issued in accordance with Paragraph D above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step anniversary date.
  2. Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.

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

ARTICLE 31      LEGAL REPRESENTATION

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

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

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

ARTICLE 32            EMPLOYEE BENEFITS

Section 1.

It is the intent of the parties that during the term of this agreement permanent employees in Bargaining Unit 703 shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following benefits: Mega-Flex and the Flexible Benefit Programs; Holidays; Sick Leave; Bereavement Leave; Deferred Compensation Plan; Saving Plan; Life Insurance; Annual Leave; Leave Donation; Retirement; and Mileage.

Section 2.

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

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred into Bargaining Unit 703 shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

#### Section 4.

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

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

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

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedures Article and is expressly excluded from Arbitration.

ARTICLE 33

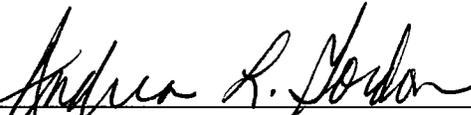
WORK HOURS AND SCHEDULES

Work hours and schedules for bargaining unit employees shall be set at the Department Head's discretion consistent with the operations of the Probation department.

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.

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
LOCAL 1967

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
Andrea Gordon  
President, Local 1967

By   
William T. Fujioka  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

## APPENDIX

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's nonpaid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's nonpaid call-in procedures.

Employees must provide sufficient information for the employer to

determine if the employee may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

**SWHD**  
U.S. Wage and Hour Division

WHD Publication 1420 Revised January 2009