MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
AGRICULTURAL WEIGHTS & MEASURES INSPECTORS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 15th day of December, 2009,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County"),
AND	LOCAL 830, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, (hereinafter referred to as "LOCAL 830, AFSCME" or "AFSCME", or "UNION").

TABLE OF CONTENTS

		PAGE
ARTICLE 1	RECOGNITION	1
ARTICLE 2	PURPOSE	2
ARTICLE 3	IMPLEMENTATION	3
ARTICLE 4	TERM	4
ARTICLE 5	RENEGOTIATION	5
ARTICLE 6	NON-DISCRIMINATION	6
ARTICLE 7	SALARIES	7
ARTICLE 8	OVERTIME	11
ARTICLE 9	MISCELLANEOUS	13
ARTICLE 10	EMPLOYEE BENEFITS AND PAYROLL	21
ARTICLE 11	BULLETIN BOARDS	22
ARTICLE 12	PRODUCTIVITY ENHANCEMENT COMMITTEE	24
ARTICLE 13	GRIEVANCE PROCEDURE	25
ARTICLE 14	GRIEVANCES - GENERAL IN CHARACTER	35
ARTICLE 15	EXPEDITED ARBITRATION	38
ARTICLE 16	STEWARDS AND UNION OFFICERS	42
ARTICLE 17	WORK ACCESS	44
ARTICLE 18	EMPLOYEE PAYCHECK ERRORS	45
ARTICLE 19	PERSONNEL FILES	46
ARTICLE 20	PAYROLL DEDUCTIONS AND DUES	48
ARTICLE 21	SAFETY	55
ARTICLE 22	CHANGE OF ASSIGNMENT	57
ARTICLE 23	OUT-OF-CLASS ASSIGNMENTS	59
ARTICLE 24	ALTERNATIVES TO LAYOFFS	62
ARTICLE 25	CONTRACTING OUT AND TRANSFER OF FUNCTIONS	64
ARTICLE 26	LEAVE OF ABSENCE	66
ARTICLE 27	OBLIGATION TO SUPPORT	69
ARTICLE 28	FULL UNDERSTANDING, MODIFICATIONS, WAIVER	70
ARTICLE 29	STRIKES AND LOCKOUTS	72
ARTICLE 30	PROVISIONS OF LAW	73
ARTICLE 31	MANAGEMENTS RIGHTS	74
ARTICLE 32	PRODUCTIVITY/WELLNESS	75
ARTICLE 33	TRAINING	76
ARTICLE 34	AUTHORIZED AGENTS	77
ARTICLE 35	ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES	78
ARTICLE 36	GRIEVANCE MEDIATION	80
ARTICLE 37	BU 821 JOINT LABOR-MANAGEMENT COMMITTEE	82
ARTICLE 38	CONSULT	84
ARTICLE 39	EMPLOYEE LIST	85
ARTICLE 40	NEW EMPLOYEE ORIENTATION	86
	SIGNATURE PAGE	i

ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME, Local 830, was certified on January 2, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-49-69) as the majority representative of County employees in the Agricultural Weights & Measures Inspectors Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME 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 classification listed in Article 7, SALARIES and any classifications which may be added hereafter by the Employee Relations Commission.

Notwithstanding the above, if exclusive representation is agreed upon between AFSCME and Management, it will also apply in this representation Unit.

ARTICLE 2 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered 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 County's Board of Supervisors.

ARTICLE 3 IMPLEMENTATION

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

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

B Enacts necessary amendments to the County Code, required to implement the full provisions hereof; 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 ratification by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2009. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2011.

ARTICLE 5 RENEGOTIATION

Section 1. Calendar of Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from April 1, 2011 through May 15, 2011, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, with the exception of salary proposals which shall be presented no later than June 15, 2011.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2011, whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2011, unless the parties mutually agree to continue negotiations.

ARTICLE 6 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 830 and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

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

ARTICLE 7 SALARIES

Section 1 Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0008	AGRICULTURAL INSPECTOR I	01/01/2009	N2M	76A	3478.00	4313.00
0010	AGRICULTURAL INSPECTOR II	01/01/2009	NM	79A	3573.00	4679.00
0012	AGRICULTURAL INSPECTOR III	01/01/2009	NM	83A	3977.00	5216.00
0004	AGRICULTURAL INSPECTOR AID	01/01/2009	NM	61E	2224.18	2913.00
0007	AGRIC/WEIGHTS & MEAS INSPECTOR I	01/01/2009	N2M	78A	3669.00	4554.00
0009	AGRIC/WEIGHTS & MEAS INSPECTOR II	01/01/2009	NM	82A	3872.00	5076.00
0011	AGRIC/WEIGHTS & MEAS INSPECTOR III	01/01/2009	NM	86A	4313.00	5657.00
0005	ASSOC AGRIC/WGHTS & MEAS INSPECTOR	01/01/2009		F		3223.83

Section 2. Step Advances

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

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

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

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

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

(2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance

Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.

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

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

Section 3.

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.

Section 4. Reimbursement - Required Books

The parties agree jointly to recommend to the Board of Supervisors that employees in this Unit be reimbursed for the cost of required books used under provisions of the Tuition Reimbursement Program.

ARTICLE 8 OVERTIME

Section 1. Compensation

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

Non-Exempt Employees

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

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

CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. On or after August 1, 1995, at the employee's option, time "on the books" which was accrued between October 1, 1993, through June 30, 1994, may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his/her CTO

accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the I983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

ARTICLE 9 MISCELLANEOUS

Section 1.

A. Except in cases of emergencies, Management will give ten (10) working days' notice to employees assigned to the Antelope Valley where such assignments will involve reimbursement of living expenses.

B. For purposes of this article, an emergency is defined as the occurrence of an event over which Departmental Management has no control.

Section 2. Uniforms

A. The parties agree that each employee in the Unit, with the exception of Subsection D below required by Management to wear a uniform shall have issued by the County at no cost to the employee one set of properly and professionally fitted working uniforms as prescribed by Management consisting of:

- One Protective Cap (selected from two options)
- Five Shirts
- Five Trousers (two pairs of uniform shorts, issued by the uniform vendor and approved by Management, may be substituted for two pairs of trousers)
- One Jacket with liner
- One Tie to be worn for special events only.
- One Sweater

B. Management agrees to use its best efforts to replace those uniform articles which become unserviceable due to damage or extreme wear within a reasonable time not to exceed ninety (90) days of the employees request.

C. Employees of this bargaining unit shall be permitted to purchase class "A" shirts from the vendor, in lieu of class "B", by paying the difference between the County's price for a class "B" shirt and the County price for a class "A" shirt. Employees of this bargaining unit shall be permitted to purchase one heavy jacket with liner from the vendor, in lieu of one light jacket with liner, by paying the difference between the County's price for a light jacket with liner and the County's price for the heavy jacket with liner.

D. Those Agricultural Inspector Aids required by Management to wear a uniform shall have issued by the County at no cost to the employee one set of properly and professionally fitted working uniforms as prescribed by Management consisting of:

- One Protective Cap (selected from two options)
- Five Shirts
- Four Trousers (two pairs of uniform shorts, issued by the uniform vendor and approved by Management, may be substituted for two pairs of trousers)
- One light jacket with liner

To be issued after the Agricultural Inspector Aid has completed six months of service.

Management agrees to replace those uniform articles which become unserviceable due to damage or extreme wear.

Section 3. Equipment

Management agrees that employees in the Unit will be supplied with equipment required by Management for performance of the job.

Section 4. Evening and Night Shift Differential

Any employee in the unit who is assigned to a regularly established evening or night shift as defined in Los Angeles County Code, shall receive a per hour bonus of $0.90 for each hour worked during such shift.

Section 5. Certificate Bonus//Training Reimbursement

A. Certification Bonus

Employees in the classifications of Agricultural Inspector I, Agricultural Inspector II and Agricultural Inspector III who possess all five of the Certificates of Eligibility issued by the State of California for Agricultural regulatory work shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

Employees in the classifications of Agricultural/Weights and Measures Inspector I and Agricultural/Weights and Measures Inspector II who possess all five of the Certificates of Eligibility for Agricultural regulatory work and all three Certificates of Eligibility for Weights and Measures regulatory work issued by the State of California shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

Employees in the classification of Agricultural/Weights and Measures Inspector III who possess a Deputy Agricultural Commissioner or Deputy Sealer of Weights and Measures license issued by the State of California shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

B. Training Reimbursement

Employees in the classifications of Agricultural Inspector III (Item 0012), Agricultural/Weights & Measures Inspector I (Item 0007), and Agricultural/Weights & Measures Inspector II (Item 0009) who successfully take and pass the following certification examinations, or their respective subcategory examinations, shall be reimbursed the cost of each such successfully passed examination: Pesticide Regulation; Investigation and Environmental Monitoring; Integrated Pest Management; and Commodity Regulation. The parties also agree that employees in the classification of Agricultural Inspector III (Item 0012) who successfully take and pass the Nursery and Seed Regulation subcategory

examination of the Pest Prevention and Plant Regulation certification examination, shall be reimbursed the cost of that subcategory examination.

Additionally, the cost for taking and passing the weights and measures license examinations listed below shall be reimbursed to the employees in the aforementioned classifications.

Weight Verification (Full examination)

Weighing Devices (Subcategory)

Weighmaster (Subcategory)

Measurement Verification (Full examination)

Measuring Devices (Subcategory)

Electric Measuring Devices (Subcategory)

Compressed Gases (Subcategory)

Transaction & Product Verification (Full examination)

Quantity Control of Packaged Commodities (Subcategory)

Petroleum Products (Subcategory)

If, during the term of this Memorandum of Understanding, the State of California changes the certification requirements for agricultural regulatory work, the parties may, at the request of either Management or the Union, re-open negotiations on the terms of this section.

Section 6. Alternative Work Schedule

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternative work schedules that mandate the payment of overtime under the Act.

Section 7. Standardization Bonus

Effective July 1, 1992, any employee in the bargaining unit assigned the majority of his/her time to the Standardization Division's Central Market facility, who also reports to that facility, and works a majority of his/her time on standardization duties, shall be paid additional compensation at the rate of twelve dollars and fifty cents ($12.50) per pay per period.

The parties have jointly reviewed all assignments and agree that this and only this assignment deserves special monetary recognition.

Section 8. Shift Separation

If the separation between two proposed shift assignments is less than eight hours, and no emergency situation or employee waiver exists, Management will continue to consider the safety aspects of implementing such proposed shift assignments.

Section 9. Commercial Truck Driver's License Bonus

Any permanent, full-time Agricultural / Weights & Measures Inspector I, II, & III (Item #0007, 0009 and 0011) whose work assignment requires a Commercial Truck Driver's

License shall receive a bonus of 12 levels, effective March 1, 2004. The bonus payment shall end when the Inspector is reassigned and a Commercial Truck Driver's License is no longer required, or when the Inspector fails to quality for the Commercial Truck Driver's License.

Section 10. Call-Back Pay

Whenever an employee is unexpectedly ordered by his/her department head or designee to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a call-back if the order to return is given to the employee following termination of his/her normal work shift and departure from his/her work location, and such return occurs within 24 hours before the established starting time of the employee's next regular shift.

Compensation for a call-back shall be as follows: For FLSA Covered Employees, as defined by Section 6.15.010(A), who are authorized for paid overtime, there shall be minimum payment equivalent to four hours' pay at the FLSA overtime rate provided in Section 6.15.070(C), unless a different rate of pay is specifically authorized by the Board of Supervisors.

Unless specifically authorized by the Board of Supervisors, an employee who performs multiple call-backs shall not receive compensation for more than one such call if:

(1) The second call-back or any call-back subsequent to the second call-back occurs within four hours of the initial call-back;

(2) The affected employee has actually worked less than a total of four hours as a result of such multiple call-backs.

ARTICLE 10 EMPLOYEE BENEFITS AND PAYROLL

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

ARTICLE 11 BULLETIN BOARDS

Management will furnish adequate bulletin board space at the work locations indicated below:

Headquarters
Produce Market
Lomita
South Gate
Sylmar (Olive View)
And at all Field Stations listed below:

LAX

Irwindale

Yucca Street Warehouse

Bonelli Park

Such space will be labeled "Agricultural Inspectors' Union, Local 830." These boards shall be used only for the following subjects:

Prior to posting, approved material shall be initialed by an authorized representative of Local 830, AFSCME, and the Agricultural Commissioner or his/her designated representative.

A. AFSCME, Local 830 recreational, social and related news bulletins;

B. Scheduled AFSCME, Local 830 meetings;

C. Information concerning AFSCME, Local 830 elections or the results thereof;

D. Reports of official business of AFSCME, Local 830 including reports of committees or the Board of Directors; and

E. Any other written material which first has been approved by the department or district head.

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

ARTICLE 12 PRODUCTIVITY ENHANCEMENT COMMITTEE

The parties agree that one member of the Department of Agricultural Commissioner Productivity Enhancement Committee shall be filled by members of the Agricultural Weights & Measures Inspectors Employee Representation Unit (821) designated by Local 830, AFSCME. The memberships shall be filled on the effective date and terminate at the close of business on the expiration date of this memorandum of understanding.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

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

B. "Business Days" means calendar days exclusive of Saturdays, Sundays, legal holidays and days the Department of Agriculture/Weights and Measures administrative office is not open to the public.

Section 3. Responsibilities

A. Local 830, AFSCME, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor, prior to filing a grievance. The immediate supervisor will, upon request of employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

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

Section 4. Waivers and Time Limits

A. 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.

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

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

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

Section 5. Employee Rights and Restrictions

A. The employee has the right to representation in the preparation of his/her written grievance, and the right to select any person or organization to represent him/her

in formal grievance meetings. The employee is required to be present at all grievance meetings.

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

C. 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.

Section 6. The Parties' Rights and Restrictions

A. 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.

B. 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.

C. The certified employee representative of the employee's representation unit has the right to be present at any formal grievance meeting concerning a grievance

that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding. Management shall notify Local 830, AFSCME of any grievance involving the terms and conditions of this Memorandum.

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

Section 7. Procedure

Step 1 Immediate Supervisor

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

2. Within five business days, the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2 Bureau Chief

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

2. Within five business days from receipt of the grievance, the Bureau Chief shall give a written decision to the employee using the original copy of the grievance.

Step 3 Agricultural Commissioner/Director of Weights & Measures

1. Within five business days from his/her receipt of the decision at Step 2, the employee may appeal to the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative using the original copy of the grievance.

2. Within ten business days from the receipt of the employee's grievance, the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

3. If the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

4. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative shall be final.

Section 8. Arbitration

A. Within ten days from the receipt of the written decision of the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative Local 830, AFSCME may request that the grievance be submitted to arbitration 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 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 the Commission has established procedures or processes by which employees or employee organization may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reduction, and discrimination; nor

3. The interpretation, application, merits or legality of the rules or regulations of the Agricultural Commissioner/Director of Weights & Measures, Chief Administrative 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. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

C. In the event the Union desires to request that a grievance, which meets the requirement of Paragraph B hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Agricultural Commissioner/ Director of Weights and Measures or officer affected, which written request shall:

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

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

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

agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

E. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

F. 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.

G. 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 award shall be binding upon the County. If within 60 days of receiving notice of decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The

Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition
Purpose
Implementation
Term
Renegotiation
Discrimination
Safety and Health
Payroll Deduction and Dues
Leave of Absence for Union Business
Authorized Agents
Provisions of Law

ARTICLE 14 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME, Local 830, and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where AFSCME, Local 830, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME, Local 830 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreements.

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved. Local 830, AFSCME shall have the right to meet with the

principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives including the Chief Executive Officer or his/her authorized representative.

C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of the Arbitration, Section 8 of Article 13 Grievance Procedure, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 that Article 13 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 13 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the right of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively

brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 13.

ARTICLE 15 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 13, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.

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

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

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

   B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of

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

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative 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 flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

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

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

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

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

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

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

requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

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

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

Recognition
Non-Discrimination
Implementation
Term
Renegotiation
Safety and Health
Payroll Deductions and Dues
Leave of Absence for Union Business
Authorized Agents
Provisions of Law

ARTICLE 16 STEWARDS AND UNION OFFICERS

It is agreed and understood by the parties of the Memorandum of Understanding that there shall not be more than seven (7) stewards within the representation unit as herein defined. Local 830, AFSCME shall give to the Agricultural Commissioner/Director of Weights & Measures of the County of Los Angeles a written list of the names of employees selected as stewards, which list shall be kept current by Local 830, AFSCME. Only those employees designated as authorized stewards will be recognized by the department.

Local 830, AFSCME, agrees, whenever investigation of processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Local 830, AFSCME representatives, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the steward will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays, after the time of the steward's request, unless otherwise mutually agreed.

Prior to entering other work locations, a steward shall inform the cognizant supervisor of

the nature of his/her business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available.

Local 830, AFSCME agrees that a steward shall not log compensatory or premium pay time for the time spent performing any function of a steward. The steward shall perform the aforementioned duties without loss of pay.

ARTICLE 17 WORK ACCESS

Authorized Local 830, AFSCME representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions.

Local 830, AFSCME representatives desiring access to a work location hereunder shall state the purpose of his/her visit and request the Agricultural Commissioner/Director of Weights & Measures' authorization at least twenty-four (24) hours before the intended visit unless the parties mutually agree to waive notice.

Local 830, AFSCME shall give the Agricultural Commissioner/Director of Weights & Measures a written list of all authorized representatives which list shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list.

ARTICLE 18 EMPLOYEE PAYCHECK ERRORS

A. Underpayments

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

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

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

B. Overpayments

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

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

ARTICLE 19 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to receive and read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that they haveread such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content.

If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have

been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

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

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

Employees may review their personnel files while on work time.

ARTICLE 20 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

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

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

Section 2. Security Clause

Any employee in the unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the County during the term of this agreement. Any employee in the unit may terminate such Union dues deductions during the period December 16 through December 30, in each year of this MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the employee's name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

Section 3. Agency Shop Election

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

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

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

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

Section 4. Agency Shop

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

A. Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop," means that every employee represented by this Bargaining Unit shall as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop fee to a non-labor, non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall in lieu of periodic dues or Fair Share dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop Unit

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

E. Union Responsibilities - Hudson Notice

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

F. Implementation

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

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

G. Employee Lists

Section 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 7, Salaries. Such master list may be furnished by management when requested by Local 830 no more than four (4) times a year. Local 830 is entitled to one list at no charge each year of the agreement. Local 830 shall pay to the County $100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing.

Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 830 with the first master list without charge.

Upon Local 830's request the County will provide the master list in computer tape format following Local 830's payment to the County of an initial $500.00 programming fee.

Section 2.

Upon payment of initial programming costs and monthly maintenance cost as determined by the Auditor-Controller, Management shall provide the Union with access to employee lists via Internet on a monthly basis. The Auditor-Controller will furnish AFSCME Local 830 with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, 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.

If the Union elects to utilize Section 2 of this Article, Section 1 will no longer be applicable and will sunset with the expiration of this MOU.

H. Indemnification Clause

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

ARTICLE 21 SAFETY

Section 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Management agrees to assign a Safety manual to each member of the bargaining unit. Said manual to remain in the Inspector's possession for the term of his/her employment as an Inspector. Local 830, AFSCME, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his/her steward to the departmental safety officer.

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

If the steward is not satisfied with the response of the safety officer, a Local 830/AFSCME agent may consult with the Chief of the Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his/her designate. A representative of such branch shall investigate the matter and advise the department head and Local 830, AFSCME of his/her findings, and recommendations, if any.

A copy of the minutes for any Safety committee meeting will be made available to an authorized, designated Local 830 Steward upon request, excluding matters of a personal or confidential nature regarding an individual. Local 830 agrees that all other matters contained in said minutes shall be treated in a confidential manner by the Steward designated to receive them.

Section 2. How Am I Driving Complaints

An employee in this bargaining unit may request to have How Am I Driving Complaints more than two (2) years old removed, at Management's discretion, from his/her Employee Accident File (EAF) Upon receiving said requests, Management shall review the request and assess whether removal is appropriate. The Managerial assessment shall entail a review of the employee's EAF covering the period of time from when the complaint was originally placed in the EAF up to and including the date the request for removal by the employee was filed with Management. The Department shall provide the employee with a written response regarding requests for removals that are granted or denied.

ARTICLE 22 CHANGE OF ASSIGNMENT

Permanent full-time employees in the unit who received at least a competent rating on their last performance evaluation may submit a written request for a new assignment to their department's human resource office.

Requests filed hereunder shall be valid for the period of this Memorandum of Understanding or for one (1) year from the date of filing, whichever comes earlier, and must be renewed prior to the anniversary date of the original request if the employee still desires to be considered for a new assignment beyond that date.

Management may, at its discretion, deny an employee's request for reassignment, where said employee has been reassigned in accordance with the procedure contained hereunder within a twelve (12) month period.

When Management decides to fill a vacancy by assigning a current employee to such vacancy, Management shall review the requests for new assignments currently on file. Management will then select one of the three (3) most senior employees who has the qualifications, skill and ability to competently perform the requirements of the vacancy without additional training. The vacated position of the newly assigned employee shall be filled according to this procedure. Thereafter, vacancies shall be filled at the discretion of Management.

It is understood that this Article does not modify Management's right to promote an employee whenever a vacancy occurs.

For the purposes of this Article, seniority shall be defined as the total amount of continuous service within the Department.

During emergencies or when vacancies occur as a result of opening new facilities, the provisions of this Article shall not apply.

ARTICLE 23 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

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

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid for each 30 calendar days the employee performs an out-of-class assignment, subject to the conditions described below. This bonus shall not be prorated.

Section 2. Conditions

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

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

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

pay the employee the bonus for each 30 calendar days, from the date of request for relief, he/she performs the out-of-class assignment.

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

Section 3. Special Provisions

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

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

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

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

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

ARTICLE 24 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

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

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

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

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

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

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Notice Provisions for Layoffs and Demotions

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

ARTICLE 25 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

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

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

the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 26 LEAVE OF ABSENCE

Section 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. Educational Leave

Subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. 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 physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. 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 4. 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 he 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 his/her presence as a witness, unless he is a party or an expert witness, he shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the County Treasurer.

Section 5. Family Leave

A. The parties agreed 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 of 1993.

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability.

Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the county Family Leave Policy.

D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

ARTICLE 27 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 Local 830, AFSCME nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 28 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. 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 existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.

B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term 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 Local 830, AFSCME indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify Local 830, AFSCME of changes resulting from emergent or legal requirements as soon as practicable. Local 830, AFSCME shall notify Management within five working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the Grievance Procedure contained herein. Failure by Local

830, AFSCME to request consultation, pursuant to this paragraph, shall not be deemed as approval of any action taken by the County.

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

D. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

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

ARTICLE 29 STRIKES AND LOCKOUTS

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

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

ARTICLE 30 PROVISIONS OF LAW

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

ARTICLE 31 MANAGEMENTS RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furlough, 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 32 PRODUCTIVITY/WELLNESS

Should Management wish to develop wellness programs in accordance with the Fringe Benefits MOU, participation by employees shall be strictly voluntary, with no financial or other penalty resulting to employees who do not participate. Management shall also include provisions in any such program for handicapped employees.

ARTICLE 33 TRAINING

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

Considering the operational needs of the Department and the development needs of the employees, Management will distribute, as equitably as possible among all employees in the same job assignment, paid County time to attend conferences, workshop, seminars, or symposiums, when and if Management provides paid County time to any such employees in such assignment.

The Department Head, or whomever he delegates, will determine the need, kind, amount and timeliness of training to be provided to Unit members, and which of these persons will attend approved training programs.

ARTICLE 34 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/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. The Union's principal authorized agent shall be Local 830, AFSCME. (Address: 514 Shatto Place, 3rd Floor, Los Angeles, CA 90020, Telephone (213) 487-9887.)

ARTICLE 35 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Administrative Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the

employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation

pursuant to this Section and receive the out-of-class bonus pursuant to Article 23 for the same assignment.

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

ARTICLE 36 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provisions of Article 13, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 13, Section 8, can be submitted to grievance mediation. Both AFSCME Local 830 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 AFSCME Local 830 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, AFSCME Local 830, 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 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 proposals 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 37 BU821 JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor-Management Committee to consult on issues of mutual concern specifically pertaining to unit members in accordance with Employee Relations Ordinance 5.04.090.

The Committee shall be limited to a total of eight (8) members, unless the parties mutually agree otherwise. Four (4) members shall be appointed by Management and a total of four (4) unit members appointed by the Union shall make up the committee.

During the term of this MOU, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations and shall commence within thirty (30) days of the ratification of the contract. If the meeting must be cancelled or postponed by either party, every effort will be made to immediately reschedule the meeting to a date and time agreeable to both parties.

Both the Union and Management must mutually agree to the scheduling of any committee meeting which is not a regularly scheduled quarterly meeting.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

The parties agree that the Committee may make advisory recommendations to

Management for consideration. The parties further agree that the provisions of this Article shall not be subject to any appeal of administrative review including Grievances or Arbitration.

ARTICLE 38 CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 830 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit. All matters affecting employee relations, including those that are not subject to negotiations are subject to consultation prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedure affecting employee relations.

ARTICLE 39 EMPLOYEE LIST

Section 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 7, Salaries. Such master list may be furnished by management when requested by Local 830 no more than four (4) times a year. Local 830 is entitled to one list at no charge each year of the agreement. Local 830 shall pay to the County $100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing.

Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 830 with the first master list without charge. Upon Local 830's request, the County will provide the master list in computer tape format following Local 830's payment to the County of an initial $500.00 programming fee.

Section 2.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 830 which will advise such employees that AFSCME Local 830 is the certified majority representative of the Unit.

ARTICLE 40 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME Local 830 representatives shall participate in new employee orientation for the sole purpose of providing employee information regarding Union membership. Department scheduled new employee orientations shall not be rescheduled or delayed for any reason. Human Resource staff shall provide Union provided packages to new employees in lieu of Local 830's participation in scheduled new employee orientations.

This Article shall be subject to advisory arbitration.

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, COUNCIL 36

By _____
EXECUTIVE DIRECTOR,
AFSCME Council 36

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

LOCAL 830, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

By _____
Paul W. Monson, President

By _____
Jesus Carrera, Vice President

By _____
Dennise Sierra, Recording Secretary

By _____
Joaquin Carrera, Secretary-Treasurer

By _____
Rigoberto Gomez, Executive Board

By _____
Carmen C. Reiger, Executive Board

By _____
Shahryar Borbor, Trustee

By _____
Judith A. Kovacevich, Trustee

By _____
Ellen Walton, Chief Steward

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Agricultural Commissioner/
Director of Weights & Measures