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MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
BUILDING TRADES AND SKILLED CRAFTSMEN
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 17th day of February, 2004,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL (hereinafter referred to as "Council" or "Union").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Council was certified on February 24, 1970, by the County's Employee Relations Commission (Employee Relations Commission File No. R-11-69 and R-43-69) as the majority representative of County employees in the Building Trades and Skilled Craftsmen Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Council as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

ARTICLE 2 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered 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 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 either in whole or in part unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the County's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions of Article 7; and
- C. Acts to appropriate the necessary funds required to implement the full provision of this Memorandum of Understanding which require funding.

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

Such implementation shall be effective September 1, 2003, or within 30 days following the Board of Supervisors' action whichever is later. 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 defined in Article 3, Implementation, are fully met and shall expire at midnight, September 30, 2006, unless the parties have reached agreement on a successor Memorandum of Understanding by that date.

ARTICLE 5 RENEGOTIATIONSection 1.

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from June 15, 2006 to June 30, 2006, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding. Negotiations shall begin thereafter within but no later than 30 days from date of receipt of aforementioned notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2006, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

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

ARTICLE 7 SALARIESSection 1. Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6160	BRICKLAYER	CURRENT		F		4412.29
		01/01/2005		F		4522.60
		01/01/2006		F		4635.67
6204	BRIDGE MAINTENANCE WORKER	CURRENT		F		4091.70
		01/01/2005		F		4193.99
		01/01/2006		F		4298.84
6611	BLDG & EQUIPMENT MAINT WORKER, AVRC	CURRENT		72G	3006.18	3724.09
		01/01/2005		73F	3080.27	3816.36
		01/01/2006		74E	3155.91	3910.18
6257	CARPENTER	CURRENT		F		4079.07
		01/01/2005		F		4181.05
		01/01/2006		F		4285.58
6254	CARPENTER APPRENTICE	CURRENT	N30A	F	1631.63	3671.16
		01/01/2005	N30A	F		3762.94
		01/01/2006	N30A	F		3857.01
6281	CARPET & LINOLEUM LAYER	CURRENT		F		4229.11
		01/01/2005		F		4334.84
		01/01/2006		F		4443.21
6280	CARPET & LINOLEUM LAYER APPRENTICE	CURRENT	N30A	F		3806.20
		01/01/2005	N30A	F		3901.36
		01/01/2006	N30A	F		3998.89
6329	CEMENT & CONCRETE FINISHER	CURRENT		F		4158.03
		01/01/2005		F		4261.98
		01/01/2006		F		4368.53
6326	CEMENT & CONCRETE WORKER	CURRENT		F		3492.73
		01/01/2005		F		3580.05
		01/01/2006		F		3669.55
6522	COMMUNICATIONS SYSTEMS TECHNICIAN	CURRENT		F		4481.56
		01/01/2005		F		4593.60
		01/01/2006		F		4708.44
7816	COMMUNICATIONS TOWER & LINE HELPER	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7818	COMMUNICATIONS TOWER & LINE WORKER	CURRENT 01/01/2005 01/01/2006		F F F		4655.52 4771.91 4891.21
6334	CONCRETE & STONE WORKER	CURRENT 01/01/2005 01/01/2006		F F F		3856.57 3952.98 4051.80
7314	DIAMOND DRILLER & GROUTER	CURRENT 01/01/2005 01/01/2006		F F F		4674.45 4791.31 4911.09
6527	DIGITAL SYSTEMS TECHNICIAN	CURRENT 01/01/2005 01/01/2006		F F F		4979.51 5104.00 5231.60
7322	DRILLER	CURRENT 01/01/2005 01/01/2006		F F F		4674.45 4791.31 4911.09
6471	ELECTRICIAN	CURRENT 01/01/2005 01/01/2006		F F F		5029.81 5155.56 5284.45
6468	ELECTRICIAN APPRENTICE	CURRENT 01/01/2005 01/01/2006	N30A N30A N30A	F F F	2011.92	4526.83 4640.00 4756.00
6492	ELECTRO-MECHANIC	CURRENT 01/01/2005 01/01/2006		F F F		5029.81 5155.56 5284.45
6535	ELECTRONICS AUDIO TECHNICIAN	CURRENT 01/01/2005 01/01/2006		F F F		4730.53 4848.79 4970.01
6545	ELECTRONICS COMMUN EQUIP INSTALLER	CURRENT 01/01/2005 01/01/2006		F F F		3299.67 3382.16 3466.71
6541	ELECTRONICS COMMUNICATIONS TECH	CURRENT 01/01/2005 01/01/2006		F F F		4979.51 5104.00 5231.60
6540	ELECTRONICS COMMUNIC TECH TRAINEE	CURRENT 01/01/2005 01/01/2006	N30A N30A N30A	F F F	3326.31	3515.53 3603.42 3693.51
6504	ELEVATOR MECHANIC	CURRENT 01/01/2005 01/01/2006		F F F		4993.46 5118.30 5246.26
6503	ELEVATOR MECHANIC APPRENTICE	CURRENT 01/01/2005 01/01/2006	N30A N30A N30A	F F F	2496.73	4494.11 4606.46 4721.62

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6278	FLOOR FINISHER	CURRENT		F		4079.07
		01/01/2005		F		4181.05
		01/01/2006		F		4285.58
6296	GLAZIER	CURRENT		F		4132.76
		01/01/2005		F		4236.08
		01/01/2006		F		4341.98
6336	GUNITE GUN OPERATOR	CURRENT		F		4072.99
		01/01/2005		F		4174.81
		01/01/2006		F		4279.18
6338	GUNITE NOZZLE OPERATOR	CURRENT		F		4222.77
		01/01/2005		F		4328.34
		01/01/2006		F		4436.55
7739	HEAT & FROST INSULATOR	CURRENT		F		4873.46
		01/01/2005		F		4995.30
		01/01/2006		F		5120.18
6343	HELPER, BRIDGE MAINTENANCE	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6346	HELPER, CARPENTRY	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6347	HELPER, CARPET & LINOLEUM LAYING	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6348	HELPER, DRILLING OPERATIONS	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6349	HELPER, ELECTRICAL	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6351	HELPER, MASONRY	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6352	HELPER, METAL WORKING	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6354	HELPER, PAINTING	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6355	HELPER, PIPE TRADES	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00

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ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6359	HELPER, REFRIGERATION	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6360	HELPER, ROOFING	CURRENT		60C	2152.91	2675.27
		01/01/2005		61B	2207.55	2741.64
		01/01/2006		62A	2263.00	2808.00
6157	HOD CARRIER	CURRENT		F		3902.19
		01/01/2005		F		3999.74
		01/01/2006		F		4099.73
7371	HOIST OPERATOR	CURRENT		F		4617.60
		01/01/2005		F		4733.04
		01/01/2006		F		4851.37
7268	IRRIGATION & LAWN SPRINKLER FITTER	CURRENT		F		3797.95
		01/01/2005		F		3892.90
		01/01/2006		F		3990.22
6704	LOCKSMITH	CURRENT		F		4079.07
		01/01/2005		F		4181.05
		01/01/2006		F		4285.58
6702	LOCKSMITH APPRENTICE	CURRENT	N30A	F	1631.63	3671.16
		01/01/2005	N30A	F		3762.94
		01/01/2006	N30A	F		3857.01
6531	MEDICAL ELECTRONICS TECHNICIAN	CURRENT		F		4730.53
		01/01/2005		F		4848.79
		01/01/2006		F		4970.01
6166	METAL LATHER	CURRENT		F		4079.07
		01/01/2005		F		4181.05
		01/01/2006		F		4285.58
6165	METAL LATHER APPRENTICE	CURRENT	N30A	F		3671.16
		01/01/2005	N30A	F		3762.94
		01/01/2006	N30A	F		3857.01
7521	MILLWRIGHT	CURRENT		F		4158.03
		01/01/2005		F		4261.98
		01/01/2006		F		4368.53
7519	MILLWRIGHT APPRENTICE	CURRENT	N30A	F	1663.21	3742.23
		01/01/2005	N30A	F		3835.79
		01/01/2006	N30A	F		3931.68
6973	PAINTER	CURRENT		F		3706.27
		01/01/2005		F		3798.93
		01/01/2006		F		3893.90
6970	PAINTER APPRENTICE	CURRENT	N30A	F		3335.64
		01/01/2005	N30A	F		3419.03
		01/01/2006	N30A	F		3504.51

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6169	PLASTERER	CURRENT		F		4213.30
		01/01/2005		F		4318.63
		01/01/2006		F		4426.60
7269	PLUMBER	CURRENT		F		5083.50
		01/01/2005		F		5210.59
		01/01/2006		F		5340.85
7266	PLUMBER APPRENTICE	CURRENT	N30A	F	2033.40	4575.15
		01/01/2005	N30A	F		4689.53
		01/01/2006	N30A	F		4806.77
6454	POWER LINE WORKER	CURRENT		F		5029.81
		01/01/2005		F		5155.56
		01/01/2006		F		5284.45
7745	REFRIGERATION MECHANIC	CURRENT		F		5083.50
		01/01/2005		F		5210.59
		01/01/2006		F		5340.85
7744	REFRIGERATION MECHANIC APPRENTICE	CURRENT	N30A	F	2033.40	4778.49
		01/01/2005	N30A	F		4897.95
		01/01/2006	N30A	F		5020.40
6290	ROOFER	CURRENT		F		4021.97
		01/01/2005		F		4122.52
		01/01/2006		F		4225.58
6289	ROOFER APPRENTICE	CURRENT	N30A	F	1607.79	3619.77
		01/01/2005	N30A	F		3710.26
		01/01/2006	N30A	F		3803.02
6612	SR BLDG & EQUIPMENT MAINT WKR, AVRC	CURRENT		74G	3171.36	3929.27
		01/01/2005		75F	3249.55	4026.55
		01/01/2006		76E	3329.73	4126.73
6258	SENIOR CARPENTER	CURRENT		F		4283.02
		01/01/2005		F		4390.10
		01/01/2006		F		4499.85
7820	SENIOR COMMUNIC TOWER & LINE WORKER	CURRENT		F		4888.32
		01/01/2005		F		5010.53
		01/01/2006		F		5135.79
6526	SENIOR DIGITAL SYSTEMS TECHNICIAN	CURRENT		F		5228.50
		01/01/2005		F		5359.21
		01/01/2006		F		5493.19
7323	SENIOR DRILLER	CURRENT		F		4908.17
		01/01/2005		F		5030.87
		01/01/2006		F		5156.64
6472	SENIOR ELECTRICIAN	CURRENT		F		5281.29
		01/01/2005		F		5413.32
		01/01/2006		F		5548.65

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ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6536	SENIOR ELECTRONICS AUDIO TECHNICIAN	CURRENT		F		4967.07
		01/01/2005		F		5091.25
		01/01/2006		F		5218.53
6546	SR ELECTRON COMMUNIC EQUIP INSTAL	CURRENT		F		3671.27
		01/01/2005		F		3763.05
		01/01/2006		F		3857.13
6542	SENIOR ELECTRONICS COMMUNIC TECH	CURRENT		F		5228.50
		01/01/2005		F		5359.21
		01/01/2006		F		5493.19
6505	SENIOR ELEVATOR MECHANIC	CURRENT		F		5243.16
		01/01/2005		F		5374.24
		01/01/2006		F		5508.60
6532	SENIOR MEDICAL ELECTRONICS TECH	CURRENT		F		4967.07
		01/01/2005		F		5091.25
		01/01/2006		F		5218.53
7522	SENIOR MILLWRIGHT	CURRENT		F		4365.92
		01/01/2005		F		4475.07
		01/01/2006		F		4586.95
6978	SENIOR PAINTER	CURRENT		F		3891.58
		01/01/2005		F		3988.87
		01/01/2006		F		4088.59
7270	SENIOR PLUMBER	CURRENT		F		5337.68
		01/01/2005		F		5471.12
		01/01/2006		F		5607.90
7663	SENIOR SHEET METAL WORKER	CURRENT		F		5166.87
		01/01/2005		F		5296.04
		01/01/2006		F		5428.44
6977	SENIOR SIGN PAINTER	CURRENT		F		3891.58
		01/01/2005		F		3988.87
		01/01/2006		F		4088.59
7852	SENIOR WATER SERVICE WORKER	CURRENT		73E	3072.82	3807.09
		01/01/2005		74D	3148.18	3900.64
		01/01/2006		75C	3225.82	3996.82
6112	SENIOR WELDER	CURRENT		F		4794.26
		01/01/2005		F		4914.12
		01/01/2006		F		5036.97
6118	SENIOR WELDER-FITTER	CURRENT		F		5337.68
		01/01/2005		F		5471.12
		01/01/2006		F		5607.90
7659	SHEET METAL APPRENTICE	CURRENT	N30A	F	1968.34	4182.71
		01/01/2005	N30A	F		4287.28
		01/01/2006	N30A	F		4394.46

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ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7662	SHEET METAL WORKER	CURRENT		F		4920.84
		01/01/2005		F		5043.86
		01/01/2006		F		5169.96
6976	SIGN PAINTER	CURRENT		F		3706.27
		01/01/2005		F		3798.93
		01/01/2006		F		3893.90
7754	STEAM FITTER	CURRENT		F		5083.50
		01/01/2005		F		5210.59
		01/01/2006		F		5340.85
7751	STEAM FITTER APPRENTICE	CURRENT	N30A	F	2033.40	4778.49
		01/01/2005	N30A	F		4897.95
		01/01/2006	N30A	F		5020.40
6175	TILE SETTER	CURRENT		F		4424.92
		01/01/2005		F		4535.54
		01/01/2006		F		4648.93
3686	TRAFFIC SIGNAL ELECTRICIAN, PW	CURRENT		F		5029.81
		01/01/2005		F		5155.56
		01/01/2006		F		5284.45
3684	TRAFFIC TECHNICIAN I	CURRENT		72C	2976.73	3687.36
		01/01/2005		73B	3050.45	3779.27
		01/01/2006		74A	3125.00	3872.00
3685	TRAFFIC TECHNICIAN II	CURRENT		76C	3313.36	4106.36
		01/01/2005		77B	3395.27	4208.45
		01/01/2006		78A	3478.00	4313.00
7847	WATER SERVICE HELPER I	CURRENT		61K	2251.91	2794.73
		01/01/2005		62J	2309.55	2864.00
		01/01/2006		63H	2367.73	2934.00
7848	WATER SERVICE HELPER II	CURRENT		63F	2356.09	2920.00
		01/01/2005		64E	2415.00	2991.45
		01/01/2006		65D	2475.00	3065.36
7849	WATER SERVICE WORKER	CURRENT		68A	2662.00	3297.00
		01/01/2005		68L	2728.36	3378.82
		01/01/2006		69K	2794.73	3461.45
6110	WELDER	CURRENT		F		4565.95
		01/01/2005		F		4680.10
		01/01/2006		F		4797.10
6117	WELDER-FITTER	CURRENT		F		5083.50
		01/01/2005		F		5210.59
		01/01/2006		F		5340.85
7320	WELL DRILLER	CURRENT		F		4674.45
		01/01/2005		F		4791.31
		01/01/2006		F		4911.09

B. Apprentice Rates.

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

C. Effective September 1, 1992, notwithstanding any other provision of this MOU, persons in the bargaining unit, in the Department of Public Works, who, at the request of Management obtain or re-new a class "A" or "B" motor vehicle license, restricted chemical applicator certificate, or other license or certificate, that is not as normal practice, required for the class in which they are employed, shall be reimbursed for the specific cost of such license or certificate as charged by the issuing agency.

D. Financial Crisis

It is understood by the parties to this MOU that Los Angeles County receives revenue from sources that are unpredictable and over which the County has no control. It is further understood that any significant reduction in these revenues could create a financial emergency for Los Angeles County.

For the sole purpose of modifying Article 7, Section 1 of this MOU, no later than October 1 of each year, the Board of Supervisors may declare a financial emergency. Such a declaration will be made only in the event of a significant reuction in anticipated on-going local revenues, significant State or Federal reduction in revenues and/or a shift in costs resulting in major increased expenditures.

If a declaration of financial emergency is made, then any prospective schedules salary increases for that fiscal year found in Article 7, Section 1 are cancelled and the parties shall reopen negotiations on all economic issues.

No financial emergency will be declared without meeting and consulting with the Union. The declaration of a financial emergency shall not be subject to the grievance or arbitration procedure found in any MOU between the parties.

The provisions of Section 1D shall terminate on September 30, 2006.

NOTE 30A - TABLE OF APPRENTICE PERCENTAGE RATES

<u>ITEM NO.</u>	<u>CLASSIFICATION</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>	<u>7TH</u>	<u>8</u>
6254	Carpenter Apprentice	40%	50%	60%	65%	70%	75%	80%	9
6280	Carpet and Linoleum Layer Apprentice	40%	45%	55%	65%	75%	85%	90%	
6468	Electrician Apprentice	40%	45%	50%	55%	60%	70%	80%	9
6540	Electronic Communications Technician Trainee	66.8%	66.8%	70.6%	70.6%				
6503	Elevator Mechanic Apprentice	50%	55%	60%	65%	70%	75%	80%	9
6702	Locksmith Apprentice	40%	50%	60%	70%	80%	90%		
6165	Metal Lather Apprentice	40%	50%	60%	65%	70%	75%	80%	8

<u>ITEM NO.</u>	<u>CLASSIFICATION</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>	<u>7TH</u>	<u>8</u>
7519	Millwright Apprentice	40%	50%	60%	65%	70%	75%	80%	9
6970	Painter Apprentice	40%	50%	60%	65%	70%	80%	90%	
7266	Plumber Apprentice	40%	40%	62%	62%	80%	80%	90%	9
7744	Refrigeration Mechanic Apprentice and								
7751	Steamfitter Apprentice	40%	46%	52%	58%	64%	70%	76%	8
6289	Roofer Apprentice								
	1st 3 months	40%	50%	60%	70%	80%	90%		
	2nd 3 months	45%							
7659	Sheet Metal Apprentice	40%	45%	50%	55%	60%	65%	70%	7

Section 2.

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 3. Step Advances

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

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

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

- (c) Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with (b) above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- (d) During the term of this agreement, should any 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 4. Total Concept Formula/Work Year Plan

1. Actual work day (WD) per year, times 8 hours (HR) per day, times the hourly rate (WR), divided by 12 months (MO) per year.
2. This quantity less the amount of County contribution to Health, Dental and Life Insurance plans not subject to retirement reduction (HL #1).
3. This quantity reduced by the County's retirement (RE) factor.
4. This quantity reduced by the County's Health, Dental, and Life Insurance contribution that's subject to retirement reduction (HL #2).

$$\underline{216.8 \times 8 \text{ HR} \times \text{WR}} = - \$139.87 \text{ (HL \#1)} \times .0943 \text{ RE} - \underline{\$244.00} \text{ (HL \#2)} = 1992-93 \text{ SalaryMO}$$

DEFINITIONS

HL #1 = That part of County CHOICES contributions not subject to retirement contribution.

HL #2 = That part of County CHOICES contribution that is subject to retirement contribution.

Paid Days Not Worked

Holidays	11.00
Vacation	16.82*
Sick Leave Full Pay	10.00*
Part Time	0.86*
Supplemental Injury	1.21*
Military Leave	0.12*
Bereavement Leave	0.07*
Jury Duty	0.65*
Total	<u>40.73</u>
Round to	40.7

*1987 Survey

Days in Year	365
Minus:	
Saturdays and Sundays	104.0
Paid Days Not Worked	40.7
Annualized Income Adjustment	-148.2
ACTUAL WORKDAYS	216.8

HOURLY RATE = Industry negotiated basic hourly wage rate for journeyman craftsmen, plus employer contributions to Health and Welfare Fund, Retirement Fund(s) and Vacations or Savings Plan(s) (if not included in basic wage rate).

RETIREMENT FACTOR = A composite of 1) the employer contribution factor as determined by the County Retirement Association; and 2) the negotiated County retirement contribution rate for temporary craft employees.

HEALTH PLAN, DENTAL PLAN AND LIFE INSURANCE PLANS (CHOICES) = A composite of the average negotiated monthly amounts actually paid by the County into unit employees Health, Dental and Life Insurance Plans (CHOICES).

Section 5. Sick Leave

Notwithstanding any other provision of this agreement or of any other agreement or understanding, including the Fringe Benefits Memorandum of Understanding to which this bargaining unit is a party, the parties agree to recommend to the Board of Supervisors that employees in this Unit shall continue to accrue a maximum of ten days annual sick leave as was per agreement of the parties, effective January 1, 1985.

Section 6. Elevator Adjustor Duties

Any employee in the unit, in the classification of Elevator Mechanic (Item 6504), who is regularly assigned to perform elevator adjusting duties shall be entitled to additional compensation in the amount of five (5) percent above the rate established for that classification in Article 7 of this Memorandum of Understanding.

Section 7.

It is agreed and understood that a temporary employee appointed to a permanent position who has more than one year of full-time continuous service in a temporary position as of January 1, 1995, shall retain his/her current step placement for one year after his/her appointment to the permanent position. After one year, the employee shall advance to the next step of the salary range and shall remain on that step for one year.

Thereafter, the employee shall be placed on the step of the range of the permanent position to which he/she would be entitled if his/her entire continuous service on both the temporary and permanent positions had been on a permanent monthly basis.

Appointments to permanent positions shall be in accordance with applicable Civil Service Rules. This section shall terminate on September 30, 1995, but it is the intent of the parties that the foregoing provisions shall continue to apply to all eligible temporary employees appointed to a permanent position before that date.

The parties, agree that the provisions of this section are not intended to establish a precedent.

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1. Call Back Pay

Whenever an employee is unexpectedly ordered by his department or district head to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a callback if the order to return is given to the employee following termination of his normal work shift and departure from his work location. Compensation for a callback shall be a minimum payment of four (4) hours of pay at a rate of time and one-half.

If an employee is unexpectedly called in within the two (2) hours before the start of the regularly-scheduled shift, it shall be considered an early shift start and not a callback. The employee shall be permitted, if work is available in the employee's classification, to work to the end of the regularly-scheduled shift. Work performed in excess of four (4) hours will be compensated for in accordance with the provisions of Article 9, Overtime.

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

Section 2. High Work

The parties agree to jointly recommend to the County's Board of Supervisors that said Board adopt and implement by amendment to the applicable provision of the Los Angeles

County Code that all employees in the Unit shall, in addition to all other compensation, receive 40 cents per hour commencing September 1, 1987 and 50 cents per hour commencing September 1, 1988, for each hour worked on a ladder, scaffold, swing stage or other like device at or above 30 feet above grade and subject to direct fall.

Section 3. Evening and Night Shift Differential

The parties agree to jointly recommend to the County's Board of Supervisors that said Board adopt and implement by amendment to the applicable provision of the Los Angeles County Code that:

Effective September 1, 1987, employee employed in a classification in this Unit who is assigned to a regularly established evening or night shift as defined herein shall receive a 50 cents per hour bonus for each hour worked during such shift. An evening shift is a regularly established work shift at least five-eighths of which fall between the hours of 4:00 p.m. and 11:00 p.m. A night shift is a regularly established work shift at least five-eighths of which fall between the hours of 9:00 p.m. and 8:00 a.m. The parties agree jointly to recommend to the County's Board of Supervisors that effective September 1, 1988, the evening, and night shift differential shall increase by ten cents (\$.10) per hour for a total of sixty cents (\$.60) per hour above the established rate for the classification.

Section 4. Standby Pay

Effective January 1, 2001, it is understood and agreed that employees in this Unit who are assigned regularly-scheduled periods of authorized standby service at off-duty times shall receive a \$0.75 per hour bonus for such service to a maximum of \$300.00 per month.

Effective January 1, 2002, it is understood and agreed that employees in this Unit who are assigned regularly-scheduled periods of authorized standby service at off-duty times shall receive a \$1.00 per hour bonus for such service to a maximum of \$400.00 per month.

- A. Management shall specify at the beginning of each quarterly period commencing September 1, 1987, the number of employees by classification that are required to be available for standby work. In the event an insufficient number of voluntary employees are available for such standby work, then the department may assign standby work to the employees on the basis of the least senior employees in the department being so assigned.

- B. Management will attempt to assign standby as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location; however, Management may consider special skills required to perform particular work in the making of such standby assignments.

- C. If an employee assigned to standby duty fails to respond when contacted, no compensation shall be paid for standby duty that day.

- D. No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.
- E. Employee on standby duty when ordered to return to duty shall be covered by Article 8, Section 1, Call Back Pay, and shall not receive standby pay during the time they are receiving appropriate hourly rate of pay.

Section 5. Bonus Assignments

Whenever a permanent employee in a Journeyman or Senior Journeyman classification in this Unit is assigned to either: (1) Facilities Design and Planning functions in the Department of Health Services and Sheriff; or (2) the Estimating/Scheduling Section and Energy Management/Project Management Section in the Facilities Operation Service of the Internal Services Department, that person shall receive an additional bonus of 10 percent of his base monthly rate.

Section 6. Backhoe Compensation

Upon the annual review and approval of the Chief Administrative Office, employees in the classification Water Service Worker, Item No. 7849, who are trained and are regularly required to operate a backhoe in the performance of their duties, shall be paid at the step of the salary range for the classification of Item No. 7365, Utility Tractor Operator, which provides a salary increase. This additional compensation shall be paid only for that period of time actually spent operating a backhoe.

ARTICLE 9 OVERTIMESection 1. Compensation

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

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

The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of such 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. Usage of Non-FLSA Earned Compensatory Time

- A. Employee shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.
- C. The overtime rate for employees in this Unit is one and one-half times an employee's regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Section 3. Distribution of Overtime

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 4. Notification

County Management will make every reasonable effort to give employees as much advance notice as practicable with the given circumstances surrounding an overtime assignment.

Section 5. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provision of the 1982-85 Memorandum of Understanding shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 6. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

Section 7. Rotation of Overtime Assignment

Management will attempt to make any mandatory overtime assignments be on a rotating basis among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of mandatory overtime under this provision however, Management may consider special skills required to perform particular work.

ARTICLE 10 EMPLOYEE BENEFITS

Section 1.

The parties agree that with the exception of sick leave, the provisions of the Memorandum of Understanding regarding Fringe Benefits, Mileage 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 this Unit, but are subject to change as a result of negotiations with this Unit.

Section 2. Pregnancy Leave

The parties agree that departmental Management shall grant 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 procedure as are determined by the Chief Administrative Office 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.

ARTICLE 11 TOOL REPLACEMENT

The County will repair or replace hand tools which are broken or damaged in County service or lost through verified theft from County property, and which tools the employee is required to possess by his department head and are listed by such department head on approved inventory list. Any hand tools replaced shall be replaced with comparable valued hand tools and such damaged or broken tools shall become the property of the County.

Management will replace personal hand tools lost through verified theft from County property provided that such loss is not caused by the employee's negligence.

It is understood that employees will be responsible for taking good care of their tools, both personal and County, and that they will be held responsible for obvious neglect and misuse. Management reserves the right to review cases where there are repeated or high frequency claims for tool replacement.

ARTICLE 12 UNIFORMS

Section 1.

A minimum of four (4) shirts and four (4) trousers and one (1) jacket will be provided, on a one-time only basis, to each full-time, permanent employee where Management requires that distinctive uniforms be worn by such persons rather than regular work clothes.

Section 2.

Management agrees to replace uniform items on as-needed basis. Management is the sole determinant of the need to replace uniform items.

Section 3.

Current full-time, permanent employees of Bargaining Unit 411 in the Sheriff's Department who are required to wear uniforms and who were initially issued three (3) shirts and three (3) trousers shall be issued, on a one-time only basis, one (1) additional shirt and one (1) additional trouser at the time of the next uniform replacement.

Section 3 shall terminate on June 30, 2002.

ARTICLE 13 BULLETIN BOARDS

Management will furnish for the Council bulletin board space not to exceed 17" x 27" for each major work location. The board shall be used only for the following subjects:

- A. Council recreation, social and related news bulletins;
- B. Scheduled Council meetings;
- C. Information concerning Council elections or the results thereof;
- D. Reports of official business of the Council including reports of committees of the Board of Directors; and
- E. Any other written material which first has been approved and initialed by an authorized representative of the department or district head. The designated representative must either approve or disapprove a request or posting within 48 hours, excluding Saturday, Sunday, and legal holidays, from the receipt of the material and the request to post it.

Prior to posting, all material shall be initialed by an authorized representative of the Council.

In case the Council 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 the Council at that work location.

ARTICLE 14 **WORK SCHEDULE****Purpose**

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Shift changes shall be for a minimum of five (5) consecutive days.

C. Saturday and Sunday Schedules

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

D. Alternate Work Schedules

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 thirty (30) calendar days. Should a majority of bargaining unit employees at a County facility and/or work location request to work an alternate work schedule, Management has the option of placing all or some of the bargaining unit employees at the County facility and/or work location on the requested alternate work schedule. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

An employee who wants to submit a hardship request for review and consideration must submit his/her request to departmental Management within ten (10) calendar days of Management's notification to implement an alternate work schedule.

E. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. Emergencies shall be defined as acts of God, flood, fire, power failure, and other circumstances beyond the control of Management or an official emergency declared by the Board of Supervisors of the County of Los Angeles. Emergency assignments shall not extend beyond the period of such emergency.

- F. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

ARTICLE 15 OUT-OF-CLASS ASSIGNMENTSSection 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 of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

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

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

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

pay the employee the bonus. The bonus is paid from the date of request for relief, he/she performs the out-of-class assignment and terminates when the conditions of this Article are no longer met.

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

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

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

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

- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the 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 Memorandum of Understanding.

ARTICLE 16 CONSULTATION

County Management will meet with the Los Angeles County Building and Construction Trades Council or its credentialed representatives for the sole purpose of consultation when changing or revising job specifications or making significant changes in other working conditions of employees in this representation unit. It is understood and agreed that changes or revisions in job specifications will be accomplished in accordance with established Civil Service Rules and procedures.

ARTICLE 17 PERSONNEL FILES

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

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his work performance or conduct if such statement is to be placed in his personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he 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 refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the arbitration provisions of the grievance procedure unless they involve violation of a specific provision of this agreement.

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

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

ARTICLE 18 GRIEVANCE PROCEDURESection 1. Purpose

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

Section 2. Definitions

1. "Grievance" means a complaint by an employee 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 immediate supervisor.
2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. Council agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - a. Inform an employee on any limitation of the department's authority to fully resolve the grievance; and
 - b. Supply the employee with the necessary information to process his grievance to the proper agency or authority.
 - c. The Council 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

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

2. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.

3. An employee may represent his 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 rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

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

2. 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. Management shall notify Council of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The Council representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Council representative elects to attend any formal grievance meeting, he 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

Informal Step

Within five business days from the occurrence of the matter on which a complaint is based, or within five business days from knowledge of such occurrence, an employee is encouraged to discuss his complaint in a meeting with his immediate supervisor. The supervisor shall verbally reply to the employee's complaint within three business days from the date of the discussion.

Step 1. Supervisor

- A. Within five business days from the date of the informal discussion with the supervisor, or within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his 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 from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. 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. Middle Management

- A. 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 appropriate level of Management as previously indicated by his/her department head. The department head has the authority to waive the middle Management step if such step is not appropriate because of the size of his/her department. The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within five business days from receipt of the grievance, the middle Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

- A. Within five business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

- B. Within ten business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

- C. On matters that directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his/her designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

- 1. Within ten business days from the receipt of the written decision of the department head, or his/her designated representative, the Council may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - a. The interpretation, application, merits, or legality of any state or local laws or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his 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, 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 discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- d. Grievances on competent or better performance evaluation which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event the Council desires to request a grievance, which meets the requirements of paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request for arbitration to the Employee Relations Division of the Chief Administrative Office, 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 a choice within thirty working days from date of receipt of the request for 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 this Article 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.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and the Council 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 Council cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Recognition
- Purpose
- Implementation
- Term
- Renegotiation
- Discrimination
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law

ARTICLE 19EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 17, 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; 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.
 - d. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
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 the party on its behalf, including but not limited to witness fees.

- b. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by outside counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

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

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leaves of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 20 GRIEVANCES - GENERAL IN CHARACTER

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

- A. Where either the Council or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set for the proposed resolution sought.

Within five (5) 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 disagreement.

- B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved, the initiating party shall have the right to meet with the principal representative(s) of the other party who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Chief Administrative Officer or his authorized representative, and any

other County department head or his authorized representative, who has authority to resolve the matter.

- C. Within 30 calendar days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 18 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 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 18 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 the employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 18 hereof.

ARTICLE 21 ACCESS TO WORK LOCATIONS

All credentialed Council representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Council representatives shall comply with the regulations established in this Article, and that Council representatives shall not interfere with work operations of any department or district of the County.

Headquarters Work Locations

When visiting any Department or District headquarters work location, Council representatives shall contact the personnel office prior to entering any work areas. The Council representative shall state the purpose of his visit, i.e., grievance investigation or observation of working conditions. The Management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours (one business day), excluding Saturdays and Sundays and legal holidays, after the time of the Council representative's request, unless otherwise mutually agreed to.

Field Work Locations

Council representatives desiring access to field work locations shall either telephone the appropriate Management representative responsible for the district or yard or shall personally contact such Management representative upon entering any work location under his supervisor. The Management representative contacted may deny access to a

work location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours (one business day), excluding Saturdays and Sundays and legal holidays, after the time of the Council representative's request, unless otherwise mutually agreed to.

Council Representative List

The Council shall give to each Department or District Head, having employees in the Unit, and the Chief Administrative Officer a written list of the names of all authorized Council representatives, which list shall be kept current by the Council. Access to work locations shall only be granted to Council representatives on the current list.

Council Meetings

Council representatives shall fully comply with the procedures and requirements defined in the Director of Personnel's Rule #693 prior to holding any meeting with employees in any Department or District work location within the County.

ARTICLE 22 STEWARDS

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of stewards allowed for this Unit. The Council shall give each department head having employees in the Unit a written list of the names of employees selected as stewards which list shall be kept current by the Council.

The Council agrees that whenever investigation or the processing of 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. Stewards desiring to leave 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 promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

If the employee cannot be made available, the steward will be informed when the employee will be made available. The steward shall perform the aforementioned duties without loss of pay.

A steward shall not be transferred, or changed to a different work shift without Council approval as long as work for which he/she is qualified is available. This paragraph is not to be construed to limit changes resulting from promotion.

ARTICLE 23 SAFETY AND HEALTHSection 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Council 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 alert unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor. 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 steward to the departmental safety representative.

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

If the steward is not satisfied with the response of the departmental safety representative, a Council business agent may consult with the Deputy Director, Disability Benefits/Health and Safety Branch of the Chief Administrative Office or his designated representative. The representative of this branch shall investigate the matter and advise the Department Head and Council of his/her findings in the case and his/her recommendation, if any.

Section 2.

Protective measures shall be taken by the County to safeguard workers against exposure to any communicable diseases. Workers prior to working in areas or systems which may be contaminated shall be notified of such, given safety instructions and provide any safety equipment deemed necessary.

Section 3. First Aid Kits

The departmental safety representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Section 4.

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

Section 5.

The Council credentialed representative may, by prior notification to the work manager, attend scheduled safety meetings and participate in discussion of matters directly related thereto.

ARTICLE 24 LEAVES OF ABSENCE FOR UNION BUSINESS

Upon written request of the Employee Representative or the business manager of a major trade covered hereby (Carpentry, Electrical, Pipe or Sheet Metal, etc.), one (1) employee in each major trade shall, where conditions permit, be granted a leave of absence without pay in accordance with Civil Service Rules. Said leave of absence shall not exceed one year, but may be renewed annually. Leaves shall be primarily for the purpose of conducting Union business with the County of Los Angeles.

The provisions of this Article do not apply to probationary and temporary employees.

ARTICLE 25 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

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

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

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1st through September 30th, in any year of the contract by notifying the Union of their termination of Union dues deduction. This does not apply to agency shop fees. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

Section 3. Agency Shop Election

If at any time during the term of the 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 pay 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 the 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-religious, non-labor 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 Service 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

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

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. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within 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 deduction 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

The County will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, date of hire into the Unit, classification title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by the Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

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.

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 26 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such 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 27 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. 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 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 28 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 Building Trades Council 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 29 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, 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 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits other than those specifically set forth in the provisions of this agreement or required by Federal, State or County laws.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 31 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 Administrative Officer, or his duly authorized representative (Address: 500 West Temple Street, Los Angeles, California 90012, Telephone: 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. Council's principal authorized agent shall be its Executive Secretary, or his duly authorized representative (Address: 1626 Beverly Boulevard, Los Angeles, California 90026, Telephone: 483-4222).

ARTICLE 32 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County laws, rules and regulations, or is otherwise mandated as 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 33 EMPLOYEE LISTS

Section 1

Management will provide the Council with a list of all employees in the Unit within thirty (30) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than four (4) month intervals when requested by the Council at a reasonable cost determined by the office of the Auditor-Controller.

Section 2

Management will supply to all employees newly hired, promoted or transferred into this Unit, a form supplied by the Council which will advise such employees that the Building Trades Council is the certified bargaining representative of the Unit.

ARTICLE 34 HEALTH SERVICES OUT-OF-CLASS COMMITTEE

Within sixty (60) days of the date that this MOU is adopted by the Board of Supervisors and at the request of the Building Trades Council, a committee shall be created to discuss and address the out-of-class concerns of Health Services employees in this Bargaining Unit.

This committee shall be comprised of four (4) representatives from Health Services and four (4) representatives from the Building Trades Council. The parties agree to meet quarterly to develop recommendations for resolving these out-of-class issues.

ARTICLE 35 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

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

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

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

To qualify for this additional compensation on a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate; or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate.

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

In no event shall an employee receive compensation pursuant to this Section and receive out of call bonus pursuant to Article 15 for the same assignment.

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

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

LOS ANGELES BUILDING AND
CONSTRUCTION TRADES COUNCIL

By Richard Alvarado
Executive Secretary

By Skip Heide
Business Representative

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By [Signature]
Chief Administrative Officer

By _____

By _____

By _____

By _____

TO BE JOINTLY SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS