

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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 12th day of
February 2019,

BY AND BETWEEN

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

AND

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

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ARTICLE 1 PREAMBLE

We the members of Bargaining Unit #703 support the Los Angeles County Probation Department Vision, Mission, and Core Values. We are stronger because of our shared values, dedication and commitment, to transform and improve departmental operations and progressively move our public agency towards becoming a high performing organization.

We embrace our mandate to rebuild lives, protect public safety, and provide for healthier and safer communities.

VISION:

- Rebuild Lives and Provide for Healthier and Safer Communities

MISSION:

- Enhance Public Safety, Ensure Victim Rights, and Effect Positive Probationer Behavioral Change

CORE VALUES:

We fundamentally subscribe to the fair and impartial administration of justice and embrace core values:

- Dignity & Respect for our clients, public and employees.
- Integrity to do the right things for the right reasons – all of the time.
- Leadership to develop an organization that is sustainable and will attain national prominence.
- Rehabilitation is founded in a belief that people have the ability to transform into law-abiding individuals.
- Contribution of everyone is valued and everyone has the opportunity to perform to their highest potential.
- Commitment to providing service excellence to achieve positive outcomes for healthy families and communities.
- Collaboration by working with others to maximize efforts and achieve positive results.
- Evidence-based practices and policies as a way of assuring that our best efforts are leading to desired outcomes.

This Article shall not be subject to the grievance and / or arbitration provisions of this MOU.

ARTICLE 2 PURPOSE

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

ARTICLE 3 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Professional Managers Association of Probation Directors was certified on December 16, 2008, by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 703 (Probation Director Item #8620, Assistant Probation Director Item #8612, Services Director Probation Item #8028, Head Central Records Probation Item #1186, Food Service Consultant Item #4797, Director, Facilities Operations Item #4098, and Special Assistant Item #8648) previously found to be an appropriate unit by the Employee Relations Commission. Management hereby recognizes AFSCME Local 1967/PMA as the certified exclusive bargaining representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit.

ARTICLE 4 IMPLEMENTATION

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

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

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

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

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

ARTICLE 5 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 500 W. Temple St., Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. AFSCME Local 1967/PMA's principal authorized agent shall be its President (Address: c/o AFSCME – Local 1967, 514 Shatto Place, Los Angeles, CA 90020, Telephone: (661) 202-5550.

ARTICLE 6 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 AFSCME Local 1967/PMA nor Management, nor their authorized representatives will appear before the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 7 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 1967/PMA and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

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

ARTICLE 8 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on the date the Board of Supervisors approve the MOU. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2021.

ARTICLE 9 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding during the period May 15 to May 31, 2021.

Negotiations shall begin no later than June 15, 2021. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2021, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

WORK RELEASE FOR NEGOTIATIONS

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

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

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

AFSCME Local 1967/PMA shall provide a final list containing the names of the bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10GRIEVANCE PROCEDURESection 1.

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

Section 2.

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

Section 3. Responsibilities

AFSCME Local 1967/PMA agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. Most problems or complaints can be settled if the employee will promptly, informally and amicably discuss them with his/her supervisor. This desired initial discussion should ideally precede any use of the formal grievance procedure.

1. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the supervisors department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

2. AFSCME Local 1967/PMA agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return.

Section 4. Waivers and Time Limits

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

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

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

4. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance may be subject to reconsideration by mutual agreement.

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

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of one representative to represent the employee in formal grievance meetings with Management.

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

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

3. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.
4. AFSCME Local 1967/PMA agrees to encourage an employee who files a formal written grievance to state clearly and concisely the specific action being grieved, the article(s) violated and the specific remedy requested.
5. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 6. The Parties' Rights and Restrictions

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

2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. The AFSCME Local 1967/PMA representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

4. If the AFSCME Local 1967/PMA representative elects to attend any formal grievance, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7. Procedures

Level 1.

- A. A grievance must be initiated on a Departmental Grievance Form within ten (10) business days of the occurrence of the matter or of learning of the occurrence of matter on which the grievance is based. The matter must be stated clearly and the grievant must propose a remedy. The employee shall submit an original and two copies of the Grievance Form to his/her immediate supervisor and retain one copy.
- B. The Level 1 grievance is reviewed, evaluated, and decided by the employee's immediate supervisor. The Level 1 supervisor will arrange a meeting date and location with the employee and/or the employee's representative, within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and a completed Grievance Response Form – Level 1, will be returned to the employee within ten (10) business days. Supervisors should complete the Level 1 process within the specified time period unless there has been a mutually agreed upon time waiver.
- C. A Level 1 grievance may be denied due to the fact that it is not within the scope of authority of the supervisor to grant the requested remedy. A Level 1 supervisor may grant or deny, in part or in its entirety, an employee's grievance.

Level 2.

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

Level 3.

- A. If the grievance is denied in whole or in part at Level 2, or if the employee is not satisfied with the Level 2 response, review may be sought at Level 3. Within ten (10) business days from receipt of the Level 2 response, the employee shall submit the original and one copy each of the Grievance Form and the Grievance Response Forms – Level 2 to the named Level 3 supervisor. The Level 3 supervisor shall be the department head or his designated representative. The Level 3 supervisor will arrange a meeting date and location with the employee

and/or the employee's representative within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and the completed Grievance Response Form – Level 3 will be returned to the employee within ten (10) business days. The Level 3 meeting should be completed within the specified time period unless there has been a mutually agreed upon time waiver.

Section 8. Arbitration

- A. Within ten (10) business days from the receipt of the written decision of the department head or his designated representative, an employee, only if he/she is represented by AFSCME Local 1967/PMA, may request that the grievance be submitted as provided for hereinafter.

- B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by AFSCME Local 1967/PMA in all steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - 1. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary

to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

2. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to or request review by said Civil Service Commission including but not limited to discharges, reductions and discrimination; nor
3. The interpretation, application, merits or legality of the rules or regulations of the department, the Chief Executive Office or any other County department, agency or commission unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator;
4. Any subject matter relating to County-sponsored employee group Insurance plans that could impose on the carrier, the provider or the County, an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier to provider;

5. In the event AFSCME Local 1967/PMA desires to request that a grievance which meets the requirements of Section 8, Paragraph (ii) hereof be submitted to arbitration, AFSCME Local 1967/PMA shall within the time requirements set forth above send a written request for arbitration to County's Employee Relations Commission which request shall;
 - a. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
 - b. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;
 - c. Arbitration procedures conducted under the authority of the Section shall be held at an appropriate location in the County Hall of

Administration except when another location is mutually agreed upon by the parties to the case.

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

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

7. Prior to hearing by an arbitrator, a representative of the County and AFSCME Local 1967/PMA shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and AFSCME Local 1967/PMA cannot jointly agree on a submission statement, the arbitrator shall determine the issue(s) to be resolved.

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

9. The decision of the arbitrator shall be binding upon AFSCME Local 1967/PMA. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken; the arbitrator's decision and award shall have no force or effect whatsoever. AFSCME Local 1967/PMA may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of the Memorandum of Understanding.

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

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 11 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both AFSCME Local 1967/PMA and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or AFSCME Local 1967/PMA may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre - or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, AFSCME Local 1967/PMA, and the grievant. The final agreement shall be binding

on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 12 UNION REPRESENTATION – AFSCME Local 1967/PMA

Management recognizes that AFSCME Local 1967/PMA Stewards or Alternates are the official on-site representatives of AFSCME Local 1967/PMA and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

It is agreed by the parties to the Memorandum of Understanding that AFSCME Local 1967/PMA may designate one Steward for each departmental bureau. Additionally, AFSCME Local 1967/PMA may designate one alternate Steward per bureau in the event the recognized Steward is absent. AFSCME Local 1967/PMA shall provide and keep current a written list of the Names of Stewards and Alternates who have been selected as an AFSCME Local 1967/PMA Steward and Alternate with Probation's Employee Relations Division.

AFSCME Local 1967/PMA Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. AFSCME Local 1967/PMA Stewards, when leaving their work locations to conduct such investigations or processing, or to attend employee orientation meetings, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute

an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the AFSCME Local 1967/PMA Steward will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays after the time of the AFSCME Local 1967/PMA Steward's request unless otherwise mutually agreed to.

Upon entering a work location, the AFSCME Local 1967/PMA Steward shall inform the cognizant supervisor of the nature of the union representative's business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the AFSCME Local 1967/PMA Steward will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the union representative's request, unless otherwise mutually agreed to.

AFSCME Local 1967/PMA agrees that a Steward shall not log compensatory time for the time spent performing any function of a Steward.

ARTICLE 13 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 9, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

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

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

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

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

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

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

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

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

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 14 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

Management agrees to honor all authorizations for payroll deduction of [union dues](#) payments to the Union and to remit such payments to the Union within thirty (30) business days after the conclusion of the month in which said dues and deductions were deducted pursuant to such authorization. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions. Any employee inquiries to cancel or change deductions shall be referred to the Union.

AFSCME Local 1967/PMA hereby certifies that each employee whose name is presented for deductions has signed a written authorization which authorizes the Union to request that Management deduct from his or her salary or wages the amount specified by the Union. The Union has and will maintain an authorization on behalf of each such employee.

Section 2. Security Clause

Any employees in this unit who have authorized AFSCME Local 1967/PMA dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the unit may terminate such AFSCME Local 1967/PMA dues by notifying AFSCME Local 1967/PMA of their termination of AFSCME Local 1967/PMA dues deductions not less

than ten (10) days and not more than twenty (20) days before the end of any yearly period as defined by the date of execution of the employee's authorization. Such notification shall be by e-mail to pma.afscme.local1967@gmail.com or by certified mail to the President of AFSCME Local 1967/PMA and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name from which said dues deductions are to be canceled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Indemnification Clause

The Union understands and acknowledges that Management will rely upon the foregoing representations in making deductions, in the amounts specified by the Union from salaries or wages of the employees whose names are presented for deductions and that the employer shall not be required to make further investigation or inquiry regarding the accuracy of those representations prior to making such deductions. AFSCME Local 1967/PMA agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 15 MANAGEMENT RIGHTS

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

ARTICLE 16 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

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

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

Section 2.

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

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

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

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

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

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

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

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

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

Section 5.

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

ARTICLE 17 PROVISIONS OF LAW

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

ARTICLE 18 EMPLOYEE LISTS

Section 1. Bargaining Unit Information

County Management shall provide AFSCME Local 1967/PMA, with access to employee lists via internet on a monthly basis and/or in a Word or Excel format, without cost. Management shall provide the following information for each employee in the bargaining unit to facilitate administration of the MOU:

- a. Name, employee number, job title, department, work location, work, home, and personal cellular telephone numbers, personal e-mail addresses on file with the employer, and home address.
- b. County hire and continuous service date, latest hire date and job appointment date.
- c. The information required in this article for new hires, and employees promoted, demoted, or transferred into the bargaining unit, and the date of hire into the bargaining unit.
- d. Name of employees and date employees leave the bargaining unit due to promotion, retirement, transfer, death, resignation, or otherwise leave county service.
- e. Classification title, item number, item sub, and Salary Step Placement (MAPP Grid) for employees.
- f. Monthly listing of bargaining unit members that transfer, promote, terminate, annual salary step advancement, reinstate and / or retire from county service.

- g. Name and number of employees that are receiving bonus compensation or advanced step placement.
- h. Name and number of employees that are assigned to specialized field programs: AB 109, SB 678, Residential Treatment or Juvenile Halls/Institutions.
- i. Number of vacant positions in each job classification that is in the bargaining unit.

Section 2.

The County Auditor-Controller's Office shall provide AFSCME Local 1967/PMA, on a monthly basis, a list which reflects the gross monthly salary of each employee in the bargaining unit. The list shall be made available on a monthly basis, without cost to the Union, and shall be provided pursuant to all County rules, regulations, or applicable laws as interpreted by the County.

Section 3.

Management will make available to each new employee entering the Unit a card furnished by AFSCME Local 1967/PMA, written as follows:

AFSCME Local 1967/PMA has been certified as your majority representative. AFSCME Local 1967/PMA is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join AFSCME Local 1967/PMA, call
(661) 202-5550.

AFSCME Local 1967/Professional Managers Association

514 Shatto Place

Los Angeles, CA 90020

ARTICLE 19 EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise AFSCME Local 1967/PMA of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. Prior to the release of a Request for Proposal (RFP), the Department shall provide a copy of the RFP to the AFSCME Local 1967/PMA and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

It is understood that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working

conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 20 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by AFSCME Local 1967/PMA or any person acting on its behalf and AFSCME Local 1967/PMA agrees not to sanction any such activity by its members, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and AFSCME Local 1967/PMA fails to exercise good faith in halting the work interruption, AFSCME Local 1967/PMA and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 21 PERSONNEL FILES

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

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her official personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. 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 shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability 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.

ARTICLE 22 LEAVES OF ABSENCE

Section 1. Medical Leave

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

Section 2. Pregnancy Leave

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

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

Section 3. Unpaid Employee Organization Leave

AFSCME Local 1967/PMA requests for employee organizational leave for at least thirty (30) continuous calendar days or more shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. AFSCME Local 1967/PMA may not have more than two (2) employees in the Bargaining Unit on leave of absence to accept employment with AFSCME Local 1967/PMA. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct AFSCME Local 1967/PMA business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year.

Section 4. Family Leave

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

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

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

Section 5. Jury Duty and Witness Leave

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

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

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 6. Bereavement Leave

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

Section 7. Military Leave

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

ARTICLE 23 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

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

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

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

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment. County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to a termination of employment. County agrees to consult with AFSCME Local 1967/PMA on this issue within 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

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

Section 3. Grievances

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

Section 4. Notice

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

Section 5. Garnishments

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

ARTICLE 24 EMPLOYEE PARKING

Section 1. Safe and Adequate Parking

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

ARTICLE 25 HEALTH AND SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. AFSCME Local 1967/PMA will cooperate by encouraging all employees to perform their work in a safe manner. Employees are encouraged in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to correct them whenever possible and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days.

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

If the employee or the employee's representative is not satisfied with the response of the safety officer, AFSCME Local 1967/PMA may consult with the Chief Executive Office Risk Management Division. A representative of such branch shall respond to the Department Head and AFSCME Local 1967/PMA within ten (10) days.

If AFSCME Local 1967/PMA is not satisfied with the response of the Chief Executive Office Risk Management Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 9.

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

Section 2. First Aid Kits

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

Section 3.

Management and AFSCME Local 1967/PMA mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

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

Section 5.

AFSCME Local 1967/PMA shall have the right to designate one Unit member to be part of any health and safety committee operating at each Probation Department facility or operation.

ARTICLE 26 NEW EMPLOYEE ORIENTATION

The Department shall provide AFSCME Local 1967/PMA access to its new employee orientations. AFSCME Local 1967/PMA shall receive not less than 10 days' notice in advance of a new employee orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Department's operations that was not reasonably foreseeable. After the Department's administrative role in the new employee orientation is completed, AFSCME Local 1967/PMA shall be provided a maximum time of 30 minutes to meet with new employees hired into classifications covered under the Bargaining Unit 703 MOU. The meeting shall be conducted during the employee's scheduled work time and at the work location, or other mutually agreed location. AFSCME Local 1967/PMA access to new employee orientations shall be for the purpose of informing employees of AFSCME Local 1967/PMA membership programs and their rights and obligations under the Bargaining Unit 703 MOU.

This Article shall be subject to advisory arbitration.

ARTICLE 27 WORK ACCESS

Authorized AFSCME Local 1967/PMA representative(s) shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. AFSCME Local 1967/PMA representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. AFSCME Local 1967/PMA agrees that its representatives will not purposely interfere with operations of department or any facility thereof.

AFSCME Local 1967/PMA shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by the AFSCME Local 1967/PMA. Access to work locations will only be granted to representatives on the current list.

ARTICLE 28 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to AFSCME Local 1967/PMA; where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. AFSCME Local 1967/PMA recreational, social and related AFSCME Local 1967/PMA news bulletins;
- B. Scheduled AFSCME Local 1967/PMA meetings;
- C. Information concerning AFSCME Local 1967/PMA elections or the results thereof;
- D. Reports of official business of the AFSCME Local 1967/PMA, including AFSCME Local 1967/PMA Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

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

Section 2.

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

ARTICLE 29 JOINT LABOR MANAGEMENT COMMITTEE

Section 1.

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

- A. The purpose of the joint labor management committee is for the Probation Department and AFSCME Local 1967/PMA to establish a forum for Labor and Management to regularly meet and jointly discuss issues concerning bargaining unit members.

Section 2.

The Joint Labor/Management Committee shall consist of three (3) representatives designated by AFSCME Local 1967/PMA. The Chief Probation Officer or his Chief Deputy shall designate three (3) management representatives to be on the committee. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend Joint Labor Management Committee meetings.

Section 3.

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

Section 4.

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

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

ARTICLE 30 SALARIES/MAPP TIER II PROBATION

Section 1. Recommended Salary / MAPP Participants

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

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

Section 2. Management Appraisal and Performance Plan (MAPP)

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

MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER II SALARY STRUCTURE

Effective October 1, 2018

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
S01	4,472.31	4,606.48	4,744.67	4,887.00	5,033.63	5,184.64	5,340.18	5,500.39	5,665.40	5,835.36	6,010.42	6,190.73	6,283.59	6,377.85	6,473.50	6,570.62	6,669.17	6,769.22
S02	4,807.78	4,952.01	5,100.56	5,253.58	5,411.19	5,573.52	5,740.73	5,912.96	6,090.35	6,273.05	6,461.25	6,655.08	6,754.92	6,856.25	6,959.08	7,063.47	7,169.42	7,276.98
S03	5,168.31	5,323.37	5,483.07	5,647.56	5,816.97	5,991.49	6,171.23	6,356.39	6,547.07	6,743.46	6,945.78	7,154.17	7,261.47	7,370.40	7,480.94	7,593.16	7,707.06	7,822.67
S04	5,555.98	5,722.67	5,894.36	6,071.18	6,253.30	6,440.91	6,634.13	6,833.15	7,038.16	7,249.30	7,466.79	7,690.78	7,806.15	7,923.23	8,042.11	8,162.72	8,285.16	8,409.45
S05	5,972.73	6,151.92	6,336.47	6,526.56	6,722.36	6,924.03	7,131.77	7,345.71	7,566.08	7,793.07	8,026.86	8,267.67	8,391.67	8,517.57	8,645.31	8,775.01	8,906.62	9,040.22
S06	6,420.53	6,613.16	6,811.55	7,015.89	7,226.38	7,443.17	7,666.47	7,896.46	8,133.35	8,377.34	8,628.66	8,887.53	9,020.84	9,156.14	9,293.49	9,432.91	9,574.38	9,718.00
S07	6,902.09	7,109.15	7,322.42	7,542.08	7,768.35	8,001.40	8,241.45	8,488.68	8,743.35	9,005.64	9,275.82	9,554.10	9,697.42	9,842.86	9,990.51	10,140.37	10,292.48	10,446.87
S08	7,419.78	7,642.37	7,871.64	8,107.80	8,351.02	8,601.55	8,859.60	9,125.39	9,399.15	9,681.12	9,971.56	10,270.71	10,424.77	10,581.14	10,739.86	10,900.95	11,064.47	11,230.43
S09	7,976.42	8,215.71	8,462.19	8,716.05	8,977.53	9,246.86	9,524.27	9,809.99	10,104.30	10,407.43	10,719.65	11,041.22	11,206.85	11,374.97	11,545.56	11,718.77	11,894.54	12,072.96
S10	8,574.64	8,831.87	9,096.83	9,369.74	9,650.82	9,940.37	10,238.58	10,545.72	10,862.09	11,187.96	11,523.60	11,869.31	12,047.34	12,228.06	12,411.48	12,597.65	12,786.62	12,978.42
S11	9,217.69	9,494.21	9,779.06	10,072.43	10,374.57	10,685.84	11,006.41	11,336.61	11,676.69	12,027.00	12,387.82	12,759.45	12,950.84	13,145.10	13,342.26	13,542.41	13,745.54	13,951.72
S12	9,908.81	10,206.08	10,512.25	10,827.61	11,152.45	11,487.02	11,831.62	12,186.57	12,552.18	12,928.73	13,316.60	13,716.10	13,921.84	14,130.66	14,342.63	14,557.78	14,776.14	14,997.76
S13	10,652.34	10,971.92	11,301.07	11,640.10	11,989.31	12,348.98	12,719.45	13,101.03	13,494.06	13,898.88	14,315.85	14,745.33	14,966.52	15,191.01	15,418.86	15,650.17	15,884.90	16,123.17
S14	11,451.23	11,794.77	12,148.61	12,513.06	12,888.47	13,275.12	13,673.37	14,083.57	14,506.08	14,941.26	15,389.49	15,851.18	16,088.94	16,330.29	16,575.23	16,823.86	17,076.23	17,332.37
S15	12,310.15	12,679.45	13,059.83	13,451.64	13,855.17	14,270.82	14,698.94	15,139.91	15,594.12	16,061.94	16,543.81	17,040.13	17,295.72	17,555.15	17,818.49	18,085.76	18,357.05	18,632.41
S16	13,233.41	13,630.40	14,039.32	14,460.51	14,894.33	15,341.16	15,801.39	16,275.43	16,763.69	17,266.59	17,784.60	18,318.13	18,592.91	18,871.80	19,154.88	19,442.20	19,733.84	20,029.83
S17	14,225.71	14,652.48	15,092.05	15,544.81	16,011.16	16,491.49	16,986.23	17,495.83	18,020.71	18,561.33	19,118.17	19,691.70	19,987.08	20,286.88	20,591.18	20,900.06	21,213.56	21,531.76
S18	15,292.88	15,751.66	16,224.20	16,710.93	17,212.27	17,728.63	18,260.50	18,808.31	19,372.55	19,953.74	20,552.36	21,168.93	21,486.44	21,808.76	22,135.88	22,467.92	22,804.94	23,147.01
S19	16,439.84	16,933.04	17,441.03	17,964.25	18,503.18	19,058.28	19,630.04	20,218.94	20,825.50	21,450.26	22,093.78	22,756.59	23,097.93	23,444.40	23,796.07	24,153.01	24,515.31	24,883.05
S20	17,672.84	18,203.01	18,749.11	19,311.57	19,890.92	20,487.66	21,102.29	21,735.35	22,387.41	23,059.03	23,750.80	24,463.34	24,830.28	25,202.73	25,580.79	25,964.50	26,353.96	26,749.27

MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER II SALARY STRUCTURE

Effective October 1, 2019

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
S01	4,584.12	4,721.64	4,863.29	5,009.18	5,159.47	5,314.26	5,473.68	5,637.90	5,807.04	5,981.24	6,160.68	6,345.50	6,440.68	6,537.30	6,635.34	6,734.89	6,835.90	6,938.45
S02	4,927.97	5,075.81	5,228.07	5,384.92	5,546.47	5,712.86	5,884.25	6,060.78	6,242.61	6,429.88	6,622.78	6,821.46	6,923.79	7,027.66	7,133.06	7,240.06	7,348.66	7,458.90
S03	5,297.52	5,456.45	5,620.15	5,788.75	5,962.39	6,141.28	6,325.51	6,515.30	6,710.75	6,912.05	7,119.42	7,333.02	7,443.01	7,554.66	7,667.96	7,782.99	7,899.74	8,018.24
S04	5,694.88	5,865.74	6,041.72	6,222.96	6,409.63	6,601.93	6,799.98	7,003.98	7,214.11	7,430.53	7,653.46	7,883.05	8,001.30	8,121.31	8,243.16	8,366.79	8,492.29	8,619.69
S05	6,122.05	6,305.72	6,494.88	6,689.72	6,890.42	7,097.13	7,310.06	7,529.35	7,755.23	7,987.90	8,227.53	8,474.36	8,601.46	8,730.51	8,861.44	8,994.39	9,129.29	9,266.23
S06	6,581.04	6,778.49	6,981.84	7,191.29	7,407.04	7,629.25	7,858.13	8,093.87	8,336.68	8,586.77	8,844.38	9,109.72	9,246.36	9,385.04	9,525.83	9,668.73	9,813.74	9,960.95
S07	7,074.64	7,286.88	7,505.48	7,730.63	7,962.56	8,201.44	8,447.49	8,700.90	8,961.93	9,230.78	9,507.72	9,792.95	9,939.86	10,088.93	10,240.27	10,393.88	10,549.79	10,708.04
S08	7,605.27	7,833.43	8,068.43	8,310.50	8,559.80	8,816.59	9,081.09	9,353.52	9,634.13	9,923.15	10,220.85	10,527.48	10,685.39	10,845.67	11,008.36	11,173.47	11,341.08	11,511.19
S09	8,175.83	8,421.10	8,673.74	8,933.95	9,201.97	9,478.03	9,762.38	10,055.24	10,356.91	10,667.62	10,987.64	11,317.25	11,487.02	11,659.34	11,834.20	12,011.74	12,191.90	12,374.78
S10	8,789.01	9,052.67	9,324.25	9,603.98	9,892.09	10,188.88	10,494.54	10,809.36	11,133.64	11,467.66	11,811.69	12,166.04	12,348.52	12,533.76	12,721.77	12,912.59	13,106.29	13,302.88
S11	9,448.13	9,731.57	10,023.54	10,324.24	10,633.93	10,952.99	11,281.57	11,620.03	11,968.61	12,327.68	12,697.52	13,078.44	13,274.61	13,473.73	13,675.82	13,880.97	14,089.18	14,300.51
S12	10,156.53	10,461.23	10,775.06	11,098.30	11,431.26	11,774.20	12,127.41	12,491.23	12,865.98	13,251.95	13,649.52	14,059.00	14,269.89	14,483.93	14,701.20	14,921.72	15,145.54	15,372.70
S13	10,918.65	11,246.22	11,583.60	11,931.10	12,289.04	12,657.70	13,037.44	13,428.56	13,831.41	14,246.35	14,673.75	15,113.96	15,340.68	15,570.79	15,804.33	16,041.42	16,282.02	16,526.25
S14	11,737.51	12,089.64	12,452.33	12,825.89	13,210.68	13,607.00	14,015.20	14,435.66	14,868.73	15,314.79	15,774.23	16,247.46	16,491.16	16,738.55	16,989.61	17,244.46	17,503.14	17,765.68
S15	12,617.90	12,996.44	13,386.33	13,787.93	14,201.55	14,627.59	15,066.41	15,518.41	15,983.97	16,463.49	16,957.41	17,466.13	17,728.11	17,994.03	18,263.95	18,537.90	18,815.98	19,098.22
S16	13,564.25	13,971.16	14,390.30	14,822.02	15,266.69	15,724.69	16,196.42	16,682.32	17,182.78	17,698.25	18,229.22	18,776.08	19,057.73	19,343.60	19,633.75	19,928.26	20,227.19	20,530.58
S17	14,581.35	15,018.79	15,469.35	15,933.43	16,411.44	16,903.78	17,410.89	17,933.23	18,471.23	19,025.36	19,596.12	20,183.99	20,486.76	20,794.05	21,105.96	21,422.56	21,743.90	22,070.05
S18	15,675.20	16,145.45	16,629.81	17,128.70	17,642.58	18,171.85	18,717.01	19,278.52	19,856.86	20,452.58	21,066.17	21,698.15	22,023.60	22,353.98	22,689.28	23,029.62	23,375.06	23,725.69
S19	16,850.84	17,356.37	17,877.06	18,413.36	18,965.76	19,534.74	20,120.79	20,724.41	21,346.14	21,986.52	22,646.12	23,325.50	23,675.38	24,030.51	24,390.97	24,756.84	25,128.19	25,505.13
S20	18,114.66	18,658.09	19,217.84	19,794.36	20,388.19	20,999.85	21,629.85	22,278.73	22,947.10	23,635.51	24,344.57	25,074.92	25,451.04	25,832.80	26,220.31	26,613.61	27,012.81	27,418.00

MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER II SALARY STRUCTURE

Effective October 1, 2020

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
S01	4,698.72	4,839.68	4,984.87	5,134.41	5,288.46	5,447.12	5,610.52	5,778.85	5,952.22	6,130.77	6,314.70	6,504.14	6,601.70	6,700.73	6,801.22	6,903.26	7,006.80	7,111.91
S02	5,051.17	5,202.71	5,358.77	5,519.54	5,685.13	5,855.68	6,031.36	6,212.30	6,398.68	6,590.63	6,788.35	6,992.00	7,096.88	7,203.35	7,311.39	7,421.06	7,532.38	7,645.37
S03	5,429.96	5,592.86	5,760.65	5,933.47	6,111.45	6,294.81	6,483.65	6,678.18	6,878.52	7,084.85	7,297.41	7,516.35	7,629.09	7,743.53	7,859.66	7,977.56	8,097.23	8,218.70
S04	5,837.25	6,012.38	6,192.76	6,378.53	6,569.87	6,766.98	6,969.98	7,179.08	7,394.46	7,616.29	7,844.80	8,080.13	8,201.33	8,324.34	8,449.24	8,575.96	8,704.60	8,835.18
S05	6,275.10	6,463.36	6,657.25	6,856.96	7,062.68	7,274.56	7,492.81	7,717.58	7,949.11	8,187.60	8,433.22	8,686.22	8,816.50	8,948.77	9,082.98	9,219.25	9,357.52	9,497.89
S06	6,745.57	6,947.95	7,156.39	7,371.07	7,592.22	7,819.98	8,054.58	8,296.22	8,545.10	8,801.44	9,065.49	9,337.46	9,477.52	9,619.67	9,763.98	9,910.45	10,059.08	10,209.97
S07	7,251.51	7,469.05	7,693.12	7,923.90	8,161.62	8,406.48	8,658.68	8,918.42	9,185.98	9,461.55	9,745.41	10,037.77	10,188.36	10,341.15	10,496.28	10,653.73	10,813.53	10,975.74
S08	7,795.40	8,029.27	8,270.14	8,518.26	8,773.80	9,037.00	9,308.12	9,587.36	9,874.98	10,171.23	10,476.37	10,790.67	10,952.52	11,116.81	11,283.57	11,452.81	11,624.61	11,798.97
S09	8,380.23	8,631.63	8,890.58	9,157.30	9,432.02	9,714.98	10,006.44	10,306.62	10,615.83	10,934.31	11,262.33	11,600.18	11,774.20	11,950.82	12,130.06	12,312.03	12,496.70	12,684.15
S10	9,008.74	9,278.99	9,557.36	9,844.08	10,139.39	10,443.60	10,756.90	11,079.59	11,411.98	11,754.35	12,106.98	12,470.19	12,657.23	12,847.10	13,039.81	13,235.40	13,433.95	13,635.45
S11	9,684.33	9,974.86	10,274.13	10,582.35	10,899.78	11,226.81	11,563.61	11,910.53	12,267.83	12,635.87	13,014.96	13,405.40	13,606.48	13,810.57	14,017.72	14,227.99	14,441.41	14,658.02
S12	10,410.44	10,722.76	11,044.44	11,375.76	11,717.04	12,068.56	12,430.60	12,803.51	13,187.63	13,583.25	13,990.76	14,410.48	14,626.64	14,846.03	15,068.73	15,294.76	15,524.18	15,757.02
S13	11,191.62	11,527.38	11,873.19	12,229.38	12,596.27	12,974.14	13,363.38	13,764.27	14,177.20	14,602.51	15,040.59	15,491.81	15,724.20	15,960.06	16,199.44	16,442.46	16,689.07	16,939.41
S14	12,030.95	12,391.88	12,763.64	13,146.54	13,540.95	13,947.18	14,365.58	14,796.55	15,240.45	15,697.66	16,168.59	16,653.65	16,903.44	17,157.01	17,414.35	17,675.57	17,940.72	18,209.82
S15	12,933.35	13,321.35	13,720.99	14,132.63	14,556.59	14,993.28	15,443.07	15,906.37	16,383.57	16,875.08	17,381.35	17,902.78	18,171.31	18,443.88	18,720.55	19,001.35	19,286.38	19,575.68
S16	13,903.36	14,320.44	14,750.06	15,192.57	15,648.36	16,117.81	16,601.33	17,099.38	17,612.35	18,140.71	18,684.95	19,245.48	19,534.17	19,827.19	20,124.59	20,426.47	20,732.87	21,043.84
S17	14,945.88	15,394.26	15,856.08	16,331.77	16,821.73	17,326.37	17,846.16	18,381.56	18,933.01	19,500.99	20,086.02	20,688.59	20,998.93	21,313.90	21,633.61	21,958.12	22,287.50	22,621.80
S18	16,067.08	16,549.09	17,045.56	17,556.92	18,083.64	18,626.15	19,184.94	19,760.48	20,353.28	20,963.89	21,592.82	22,240.60	22,574.19	22,912.83	23,256.51	23,605.36	23,959.44	24,318.83
S19	17,272.11	17,790.28	18,323.99	18,873.69	19,439.90	20,023.11	20,623.81	21,242.52	21,879.79	22,536.18	23,212.27	23,908.64	24,267.26	24,631.27	25,000.74	25,375.76	25,756.39	26,142.76
S20	18,567.53	19,124.54	19,698.29	20,289.22	20,897.89	21,524.85	22,170.60	22,835.70	23,520.78	24,226.40	24,953.18	25,701.79	26,087.32	26,478.62	26,875.82	27,278.95	27,688.13	28,103.45

Section 3.

It is the intent of the parties that the exclusive management, control, and administration of the MAPP shall be at the discretion of the County. Any and all changes, modifications or termination of the MAPP is at the discretion of the Chief Executive Officer. The County shall consult with the AFSCME Local 1967/PMA prior to implementing any changes or termination of the MAPP. Any and all future changes the County makes to the MAPP concerning non-represented MAPP employees shall be extended to and made applicable to bargaining unit employees.

Section 4.

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

Section 5.

NON-MAPP PARTICIPANT CLASSES –
ASSISTANT PROBATION DIRECTOR; FOOD SERVICE
CONSULTANT; DIRECTOR, FACILITIES OPERATIONS; SPECIAL
ASSISTANT

- A. The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to Item #8612 Assistant Probation Director; Item #4797 Food Service Consultant; Item #4098 Director, Facilities Operations; and Item #8648 Special Assistant effective on the date as indicated. County Code Section 6.100.020 (F) remains applicable to the classification #8612 Assistant Probation Director.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
8612	ASSISTANT PROBATION DIRECTOR	CURRENT		103D	6891.27	8560.82
		10/01/2018		104A	7028.00	8731.00
		10/01/2019		104L	7203.45	8949.18
		10/01/2020		105K	7383.82	9173.09
4098	DIRECTOR, FACILITIES OPERATIONS, PROB	CURRENT	NM	109C	8089.18	10609.73
		10/01/2018	NM	109L	8249.91	10820.64
		10/01/2019	NM	110K	8455.73	11090.82
		10/01/2020	NM	111J	8667.18	11367.55
4797	FOOD SERVICES CONSULTANT, PROBATION	CURRENT	NM	97B	5827.55	7643.09
		10/01/2018	NM	97K	5943.91	7795.82
		10/01/2019	NM	98J	6092.27	7990.36
		10/01/2020	NM	99H	6244.55	8189.64
1186	HEAD, CENTRAL RECORDS, PROBATION	CURRENT	N23	S9		9828.13
		10/01/2018	N23	S9		10024.69
		10/01/2019	N23	S9		10275.31
		10/01/2020	N23	S9		10532.19
8620	PROBATION DIRECTOR	CURRENT	N23	S10		10565.23
		10/01/2018	N23	S10		10776.53
		10/01/2019	N23	S10		11045.94
		10/01/2020	N23	S10		11322.09
8028	SERVICES DIRECTOR, PROBATION	CURRENT	N23	S9		9828.13
		10/01/2018	N23	S9		10024.69
		10/01/2019	N23	S9		10275.31
		10/01/2020	N23	S9		10532.19
8648	SPECIAL ASSISTANT, PROBATION	CURRENT	NM	103L	7010.91	9195.55
		10/01/2018	NM	104H	7150.82	9379.00
		10/01/2019	NM	105G	7329.55	9612.82
		10/01/2020	NM	106F	7512.73	9852.82

ME TOO PROVISION THAT BARGAINING UNIT 703 SHALL RECEIVE THE SAME COUNTY-WIDE GENERAL COST OF LIVING SALARY ADJUSTMENT AS ALL OTHER COUNTY BARGAINING UNITS.

WHEN MUTUALLY AGREED TO BY THE PARTIES AND IF A LEGITIMATE FISCAL EMERGENCY EXISTS, THE MOU MAY BE REOPENED ON THE ISSUE OF THE THIRD YEAR WAGE OF THE AGREEMENT.

B. The parties, having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the

recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.

- C. Full-time permanent employees holding the classification of Assistant Probation Director; Food Service Consultant; Director, Facilities Operations; and Special Assistant who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.
- D. If no performance review is filed as defined in C above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph C above, the employee may request his/her Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

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

1. Where no Performance Evaluation has been issued in accordance with Paragraph D above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step anniversary date.
2. Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.
3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or his/her designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.

F. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that AFSCME Local 1967/PMA may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of the Performance Evaluations.

ARTICLE 31 LEGAL REPRESENTATION

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

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

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

ARTICLE 32 EMPLOYEE BENEFITS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

It is the intent of the parties that the exclusive management, control, and administration of the Flex/Mega-Flex Program, Deferred Compensation (457) and Saving Plan (401k) shall be at the sole discretion of the County. Any and all current future changes, modification or termination of the Flex/Mega-Flex Program, Deferred Compensation or Saving Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with AFSCME Local 1967/PMA prior to implementing any said changes or termination of the Flex/Mega-Flex Program, Deferred Compensation and Savings Plans.

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

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

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

ARTICLE 33 WORK HOURS AND SCHEDULES

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

ARTICLE 34 COMPENSATORY TIME / OVERTIME

Section 1. FLSA Exempt Class

Exempt employees are not eligible to receive additional compensation for hours worked in excess of 40 in the workweek. Exempt employees shall accrue approved compensatory time, according to the Full/Day CTO Method only when a substantial full shift (3 hours or more) or work has been performed beyond the regularly scheduled workday. The accumulated compensatory time can only be taken in 8 hour increments.

Exempt employees on a 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their RDO or short day.

Exempt employees are not required to claim leave time for absences of less than a full shift; however, prior approval, which shall not be unreasonably denied, is required for absences during assigned working hours.

Section 2. FLSA Covered Classes

FLSA Covered Classes shall be governed in accordance with Los Angeles County Code Chapter 6.15 – OVERTIME FOR FLSA COVERED AND OTHER NONSALARIED EMPLOYEES.

ARTICLE 35 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 2, 1995, Board Policy on workforce reductions.

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

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) taking action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

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

Section 2. Department of Human Resources (DHR)

DHR shall coordinate with departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts

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

In order to further mitigate the adverse impact of workforce reductions DHR and CEO shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

DHR and departmental management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, DHR and departmental management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible DHR and/or department management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 36 TRANSFERS

Section 1. Voluntary Transfers

Any employee covered herein may submit a written request for transfer through their chain of command along with a copy to the Human Resource Division. The employee seeking transfer may include a resume of their training and experience and the reason for their request. Written request to transfer shall be retained for a period of one (1) year. An employee whose request for transfer was not granted will need to submit another request for transfer after one (1) year.

Section 2. Involuntary Transfers

When it becomes necessary to transfer an employee on an involuntary basis, Management will make every effort to give the employee at least ten (10) business days written notice. In the event of involuntary transfer, Management will give consideration to, among other things, the employee's seniority, experience, geographic location of the work assignment and distance from the employee's residence, academic training and skills, and operational needs.

ARTICLE 37 GRIEVANCE GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreement between AFSCME Local 1967/PMA and Management concerning the interpretation or application of any of the provisions of this MOU 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 AFSCME Local 1967/PMA has reason to believe that Management is not correctly interpreting or applying any of the provisions of this MOU, the AFSCME Local 1967/PMA may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department head involved and the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactory resolved, AFSCME Local 1967/PMA shall have the right to meet with

the principal representative(s) of the County who have the authority to resolve the matter.

- C. Within ten (10) business days after the meeting, Management's principal representative will respond to AFSCME Local 1967/PMA in writing setting forth Management's decision and the reason therefore.

- D. Within ten (10) business days after receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 9, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 9 of this MOU.

It is further understood that this Article is not intended as a substitute alternative for the grievance procedure set forth in Article 9 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of 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 9 hereof.

ARTICLE 38 ADVANCED EDUCATION DEGREE BONUS

Persons who are employed by the Probation Department in a permanent full-time position covered by this Memorandum of Understanding who have a Master's Degree from an accredited university in the field of Criminal Justice; Social Work; Psychology; Sociology; MFT; Counseling; Public Administration; Communications; Public Health or closely related field as determined by the Probation Department shall receive a 2% bonus. If the Department initially determines that a degree in a certain field does not qualify for the bonus, the Chief Probation Officer, at his or her sole discretion, may elect to review such decision and make a final determination.

The education bonus will become effective the first pay period following written proof provided by the employee to the Probation Department's Human Resource Office in the form of official transcripts.

Compensation pursuant to this section shall not constitute a base rate bonus.

This section is not subject to the grievance and or arbitration provisions of this MOU.

ARTICLE 39 SPECIAL PAY PRACTICESInstitutions Bonus

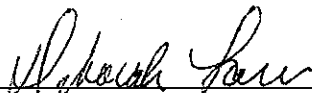
Probation Directors who are permanently assigned by the Department as Assistant Superintendents in the Juvenile Halls shall receive a 3% bonus, approximately twelve (12) standard salary levels. If a Probation Director's permanent assignment as Assistant Superintendent in the Juvenile Halls ceases or if he or she is no longer performing the duties of the assignment, the bonus shall be discontinued effective the employee's last date of permanent assignment or performance as Assistant Superintendent.

Within ninety (90) days of the ratification of the MOU, the Department and AFSCME Local 1967/PMA will convene a joint labor management meeting to discuss the job duties and merit of bonusing of AFSCME Local 1967/PMA represented positions in the Department's institutional settings.


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


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

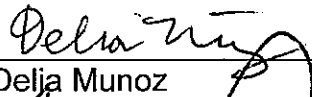
COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
DEBORAH LARES
President, Local 1967/PMA


By 
for SACHI A. HAMAI
Chief Executive Officer


By 
Cheryl Jackson

By 
Shelia Bryant

By 
Delia Munoz

By 
Jeffrey Probasco

By 
James Phelps

By 
Robert Leonard, Business Representative, AFSCME District Council 36

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

APPENDIX I

REVIEW OF SPECIFIC BU 703 CLASSES

As a result of good faith discussions occurring during the 2015-2018 collective bargaining process, the CEO Classification Division, in conjunction with the CEO Compensation Division, shall conduct a review of the below listed unit classes to review whether recent legislative changes (e.g., Realignment AB 109 & SB 678) warrant upward movement on the MAPP Salary Grid.

Probation Director, Item 8620

Services Director, Probation, Item 8028

Head Central Records Probation, Item 1186

AFSCME Local 1967/PMA will be notified regarding the results of the review.

This Appendix shall not be subject to the grievance and / or arbitration provisions of this MOU.

APPENDIX II

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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

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

Military Family Leave Entitlements

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

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

Benefits and Protections

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

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

Eligibility Requirements

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

Definition of Serious Health Condition

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

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

Use of Leave

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

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

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

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

Employer Responsibilities

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

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

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

Enforcement

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

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

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



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

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

SWHD

U.S. Wage and Hour Division

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