

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
DEPUTY PUBLIC DEFENDERS

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 21st day of
May 2019,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY DEPUTY PUBLIC
DEFENDERS / AFSCME, Council 36
(hereinafter referred to as "AFSCME, Council
36" or "AFSCME" or "UNION")

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ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the American Federation of State, County, and Municipal Employees District Council 36 (AFSCME) was certified on July 30, 2018 by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 803 (Deputy Public Defenders I, II, III and IV) previously found to be an appropriate unit by the Employee Relations Commission. Management hereby recognizes AFSCME as the certified exclusive bargaining representative of the employees in said unit. The term “employee” or “employees” as used herein shall refer only to employees employed by the County in said Unit.

ARTICLE 3 IMPLEMENTATION

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

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

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

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

ARTICLE 4 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or her/his duly authorized representative (Address: 500 West Temple Street, Room 774-A, 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's principal authorized agent shall be its Business Agent (Address: c/o AFSCME District Council 36, 514 South Shatto Place, Los Angeles, CA 90020, Telephone: (213) 487-9887).

ARTICLE 5 OBLIGATION TO SUPPORT

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

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME 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, gender identity, gender expression, marital status, age, national origin, ethnicity, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date 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 of contract agreement. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2021.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1, 2021 through May 31, 2021, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after such receipt or June 1, 2021 whichever is later. An impasse concerning the matters under negotiation shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2021, unless the parties mutually agree to continue negotiations.

ARTICLE 9 GRIEVANCE PROCEDURESection 1. Purpose

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

Section 2. Definitions

1. The term "employee" or "employees" applies to the County of Los Angeles employees under this bargaining unit.

2. The term "grievance" is defined as an employee's complaint regarding 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.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. The Union 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.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the 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.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

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

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

If the nature of the grievance may have impact on bar licensure, an employee may require additional representatives.

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. 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.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify the Union of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The Union 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.
5. If the Union representative elects to attend any formal grievance meeting, he/she must notify departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employee(s) who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witness(es) may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Head Deputy

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Division Chief

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.
- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head/Designated Representative

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. A copy of the decision will be given to the Union representative.
- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local 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.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event the Union desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list.

The party to strike the first name will be determined by chance.

5. 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. 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.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. 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.

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

9. 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
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law
 - New Employee Orientation

ARTICLE 10 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both the Union 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 the Union 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, the Union, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11 GRIEVANCE REPRESENTATIVES

It is agreed by the parties to the Memorandum of Understanding that the Union may select a reasonable number of Union Grievance representatives for this Unit. Union shall provide a written list of the names of Grievance Representatives who have been selected as Union Grievance Representatives. This list shall be kept current by the Union.

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

Upon entering a work location, the Union Grievance Representatives 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 Union Grievance Representatives 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.

The Union agrees that Union Grievance Representatives shall not log compensatory time or premium pay time for the time spent performing any function of a steward/Union representative.

ARTICLE 12 GRIEVANCES - GENERAL IN CHARACTER

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

- A. Where the Union, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Union, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or 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 satisfactorily resolved, the Union, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to the Union, in writing, setting forth Management's decision and reasons therefore.

- D. Within ten (10) business days from 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 Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 9 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the 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 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 an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

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

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

 - 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. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and the Union, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.

5. 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 counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. 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.
7. 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.
8. 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.

9. 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.

10. 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.

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

12. 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
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- New Employee Orientation

ARTICLE 14 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

Management agrees to honor all authorizations for payroll deductions of union dues payments to the Union in accordance with applicable state law. Management agrees 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 to 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 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/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 dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the County during the term of this agreement: provided, however, that any employee in the unit may terminate such AFSCME dues by notifying AFSCME of their termination of AFSCME 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 the execution of the employee's authorization. Such notification shall be made by certified mail to the President of AFSCME Bargaining Unit 803 and shall be in the form of a letter containing the following information: employee name, employee number, job classification, and department name from which dues deductions are to be cancelled. 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. List of New Employees/Separations

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

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

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

Section 4. Indemnification Clause

AFSCME 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, WAIVERSection 1.

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

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

Section 2.

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

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

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

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

The phrase "significantly large number" shall mean (a) a majority of the employees in the Bargaining Unit and (b) all of the employees within a readily identifiable occupation such as Deputy Public Defenders.

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. Management will be required to meet and consult with the Union over any such change.

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 laws, 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 CONTRIBUTION TO PROFESSIONAL DUES

The County shall annually pay to the California State Bar, the full amount of the basic membership fees for each person who holds the classification of Deputy Public Defender I, Deputy Public Defender II, Deputy Public Defender III, or Deputy Public Defender IV. This payment shall be limited to those persons who have accepted an offer of employment or are employed as Deputy Public Defenders on or before February 1 of each calendar year for which the membership fee payment is required.

The Office of the Public Defender shall establish and disseminate procedures to be followed by Deputy Public Defenders for the payment of these membership fees.

ARTICLE 19 EMPLOYEE LISTS

Within sixty days from the effective date of this Memorandum of Understanding, Management shall provide AFSCME with a list of the names, home address, and home telephone numbers of all employees in the Unit. Additional lists may be provided at no less than three-month intervals when requested by AFSCME at a reasonable cost determined by the Office of the County Auditor-Controller.

ARTICLE 20 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 of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Executive Officer, the Labor Relations Office will arrange to meet with representatives of AFSCME to advise them of this action within five (5) 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 21 STRIKES AND LOCKOUTS

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

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

ARTICLE 22 PERSONNEL FILE

An employee, or his/her certified representative with the written consent of the employee, under HR supervision, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that the employee was hired. The employee is to give two (2) days notice to the Human Resources Division for the purpose of inspecting and photocopying any materials in the employee's personnel file to which the employee is entitled to have access. The employee may photocopy material to which the employee is entitled to have access from his or her personnel file without charge.

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 personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall follow existing department practices

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 personnel file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the personnel 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 a violation of a specific provision of this agreement.

Management agrees that no properly used and approved full paid sick leave used during the Performance Evaluation rating period be referenced on such forms. The same will not be reference in an Appraisal of Promotability as appropriate.

The employee may request that any written Warning(s) or Reprimand(s) more than one (1) year old shall be removed from the personnel file.

ARTICLE 23 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. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, Management will make every effort to grant educational leaves to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

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

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her 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 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 of 1993.

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

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

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 803.

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 803.

ARTICLE 24 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

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

ARTICLE 25 EMPLOYEE PARKING

Section 1. Safe and Adequate Parking

County Management will continue to make reasonable efforts to provide adequate free and safe 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 26 UNION RIGHTSSection 1. AFSCME Rights

It is understood and agreed that AFSCME has the right to:

- A. Represent its members before the Board of Supervisors and Management representatives regarding wages, hours, and other terms and conditions of employment.
- B. Receive timely written notice of any ordinance, rule, resolution, or regulation directly relating to wages, hours, and other terms and conditions of employment.
- C. Inspect an employee's personnel file at a reasonable time, upon request, during normal business hours, with the exception of all material obtained from other employers and agencies at the time the employee was hired, provided an authorized AFSCME representative has the employee's written consent.
- D. Use County facilities for membership meetings, (excluding meetings for the advancement of activities which have a negative impact on County operations), and conferences upon reasonable advance notice to the appropriate County official, subject to availability of such facilities.

Section 2. Bulletin Boards

Management agrees to provide at least one bulletin board for the exclusive use of the AFSCME in each area or facility employing more than 10 employees. AFSCME shall have the right to use such bulletin board to post information or material concerning the following subjects:

- A. AFSCME recreational, social and related news bulletins;
- B. Scheduled AFSCME meetings;
- C. Information concerning AFSCME elections or the results thereof;
- D. Reports of official business of AFSCME including reports of committees or the Board of Directors.

Prior to posting any of the above materials on such bulletin board, such materials shall be initialed by an authorized representative of AFSCME and of the Public Defenders Office authorized representative. All other material which AFSCME desires to post shall first be approved by the Public Defender (Administration) or designee.

Management will also allow a link to the Union web page on the Public Defender Net Portal.

Section 3. Work Access For Representation Purpose

The parties agree that authorized AFSCME representatives will be given access to work locations during working hours to conduct business relating solely to the provisions of this Memorandum of Understanding. Access shall be guided by the following limitations:

1. AFSCME shall furnish a list of representatives to the department head or his designated representative. AFSCME will immediately notify the department of any change in its representatives.
2. A representative desiring access to a work location must state the purpose and request approval from the department head or his representative within a reasonable amount of time prior to an intended visit.
3. AFSCME agrees that its representatives will not interfere with the operation of the department or any of its facilities.
4. Access will be granted to an authorized AFSCME representative if, in the opinion of the department head or his representative, such access will not interfere with operations or adversely affect security.
5. If a requested visit is denied, an alternate time will be mutually agreed upon.

6. An employee designated as an authorized AFSCME representative must obtain permission from his/her immediate supervisor to engage, during duty hours, in business relating to this Memorandum of Understanding. Permission to leave will be granted promptly unless such absence would interfere with efficient operations. If permission is denied, an alternate time will be designated.

Section 4. AFSCME/Management Meetings

Management agrees to consult with AFSCME in conformity with Section 5 and Section 6(a) of the Employee Relations Ordinance.

Section 5. New Employee Orientation

AFSCME representatives shall be notified ten (10) days prior to a new employee orientation. The Union shall be provided time in any New Employee Orientation for the sole purpose of providing employees information regarding AFSCME Union membership. AFSCME's participation in new employee orientation shall be in accordance with AB 119 of 2017. At such meetings, AFSCME shall be afforded the opportunity to distribute documents to the employees explaining both his/her rights under the Employee Relations Ordinance and the status of AFSCME as the certified majority representative for Deputy Public Defenders Attorneys I-IV, as well as material related to the services and employee benefits programs offered by AFSCME. The Union shall be provided with the names of all new employees and his/her duty location prior to their start date.

Section 6.

Nothing contained in this Memorandum of Understanding shall be construed as a waiver by AFSCME of its rights under Section 5 of the Employee Relations Ordinance, except for those matters specifically set forth in this Memorandum of Understanding.

Section 7. 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. As such, up to twelve (12) members of Unit 803 will be excused from their regular assignment upon request of the union for the purpose of attending and/or participating in negotiation sessions or union caucuses.

Section 8: Work Release for Union Officials

The Union President (or his/her designees) shall be afforded reasonable time off without loss of pay to perform the responsibilities of his/her position.

In the event that, the Union President chooses to designate another official for a specific task (e.g., a grievance hearing), the Union President or AFSCME Business Representative will notify the County of the designee and the expected time needed for completion of the task.

ARTICLE 27 HEALTH AND SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. AFSCME will cooperate by encouraging all employees to perform their work in a safe and healthful 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 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 may consult with the County Risk Manager of the Chief Executive Office's Risk Management Branch or his/her designate. A representative of such branch shall respond to the Department Head and AFSCME within ten (10) days.

If AFSCME is not satisfied with the response of the County Risk Manager of the Chief Executive Office's Risk Management Branch, the issue may be taken within ten (10) days to arbitration as set forth in Article 13. During such ten (10) days consultation between the Department Head and AFSCME will take place. 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, well-stocked first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3.

Management and AFSCME 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. Office Ergonomics

The parties acknowledge that grievances resulting from disputes regarding the Office Ergonomics guidelines appended hereto shall be subject to the provision of the Safety and Health Article of the applicable Memorandum of Understanding (see attached ERGO Guidelines).

Section 6. Adequate Drinking Water

Management will provide potable water for bargaining unit members consistent with and in accordance with CAL OSHA requirements.

ARTICLE 28 JOINT LABOR MANAGEMENT COMMITTEE

Section 1.

The parties agree to establish a Joint Labor/Management Committee in the Office of the Public Defender to meet regarding employee relations matters in accordance with Employee Relations Ordinance 5.04.090.

- (a). The purpose of the joint labor management committee is for the Office of the Public Defender and AFSCME to establish a forum for Labor and Management to regularly meet and jointly discuss issues of concern to Deputy Public Defenders in this Unit. (e.g., promotions, staffing, and classification studies)

Through the JLMC, the Department will continue to consult with the union on the above listed items and any other operational matters that are presented to the JLMC.

Management and the Union jointly agree to thoroughly discuss and evaluate all subject matters brought to the JLMC. Additionally, Management and the Union agree to pursue the necessary action required to produce outcomes mutually beneficial to the parties.

Section 2.

The Joint Labor/Management Committee shall consist of four (4) representatives designated by AFSCME. The Department Head shall designate four (4) 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, schedule permitting. Requests for CEO attendance will not be unreasonably denied, and are subject to the normal scheduling considerations.

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 process/opportunities, promotional examinations, attendance at seminars, working conditions including attorney caseloads and/or other departmental operational matters.

Section 4.

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

The Committee may also make advisory recommendations to the Public Defender, or his designated representative, for consideration.

ARTICLE 29 PROFESSIONAL DEVELOPMENT/TRAINING BONUS

All permanent, full-time bargaining unit employees covered by this MOU employed with the Public Defenders Office on December 1, 2018, shall receive a professional development/training bonus in the amount of \$500. Said payment shall be included in the employee's January 15, 2019 pay check. This bonus shall not constitute a base rate.

All permanent, full-time bargaining unit employees covered by this MOU employed with the Public Defenders Office on December 1, 2019, shall receive a professional development/training bonus in the amount of \$500. Said payment shall be included in the employee's January 15, 2020 pay check. This bonus shall not constitute a base rate.

All permanent, full-time bargaining unit employees covered by this MOU employed with the Public Defenders Office on December 1, 2020, shall receive a professional development/training bonus in the amount of \$500. Said payment shall be included in the employee's January 15, 2021 pay check. This bonus shall not constitute a base rate.

THIS ARTICLE SHALL IN ITS ENTIRETY EXPIRE AND OTHERWISE BE FULLY TERMINATED AT 12:00 MIDNIGHT ON SEPTEMBER 30, 2021.

ARTICLE 30 SALARIES

Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit 802 effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9246	DEPUTY PUBLIC DEFENDER I	CURRENT	N34M	94E	5412.45	7098.18
		10/01/2018	N34M	95B	5519.73	7239.09
		10/01/2019	N34M	96A	5657.00	7420.00
		10/01/2020	N34M	96L	5798.82	7605.45
9248	DEPUTY PUBLIC DEFENDER II	CURRENT	NMX	105J	7365.73	10767.91
		10/01/2018	NMX	106F	7512.73	10982.45
		10/01/2019	NMX	107E	7700.36	11256.27
		10/01/2020	NMX	108D	7892.64	11536.91
9251	DEPUTY PUBLIC DEFENDER III	CURRENT	NMW	114J	9402.00	13018.27
		10/01/2018	NMW	115F	9589.18	13278.09
		10/01/2019	NMW	116E	9828.45	13609.91
		10/01/2020	NMW	117D	10074.00	13949.91
9252	DEPUTY PUBLIC DEFENDER IV	CURRENT	NMX	118L	10531.27	15395.45
		10/01/2018	NMX	119H	10741.55	15702.82
		10/01/2019	NMX	120G	11009.55	16094.82
		10/01/2020	NMX	121F	11284.09	16496.64

Section 2.

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.

Section 3. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (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.
- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her Department 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.

- C. Grievances arising out of this section shall be processed as follows:
- i. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of 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.
 - ii. 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.
 - iii. 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.

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

Section 4.

Employees in this bargaining unit shall be exempt salaried consistent with the provisions of Chapter 6.09 of the Los Angeles County Code.

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 BENEFITSSection 1.

It is the intent of the parties that, during the term of this agreement, permanent employees in Bargaining Unit 803 in the job classification of Deputy Public Defenders I, II, III and IV, 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 employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- 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 to the classification of Deputy Public Defenders I, II, III or IV, 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 intent of the parties' that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current or future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings 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 prior to implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings 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 this Bargaining Unit.

Section 5.

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 Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 8).

Section 6.

Permanent employees in this Unit will be eligible to participate in the Retiree Medical Trust as sponsored by the Coalition of County Unions.

Section 7.

Employees eligible for the benefits listed under Section 1 of this Article will be permitted to use these benefits, including the use of vacation/leave.

ARTICLE 33 TRANSFER

Transfers may occur due to the business needs of the Department as permitted by the County Civil Service Rules. As such, Management may assign, transfer, or promote bargaining unit members as needed for the operational needs of the Department.

For the purpose of this Article, the following definitions will apply:

A “voluntary transfer” is a transfer initiated by the employee.

An “involuntary transfer” is a transfer initiated by management.

Considerations – Considerations are determined by the needs of the Office, the Professional development of the employee as perceived by Department management, employee requests, and the location of the employee’s residence.

I. VOLUNTARY TRANSFERS

The Department shall maintain a Transfer List which will be compiled from Attorney Preference Lists as submitted electronically by attorneys. Provided that the skills required for the vacancy will be met, Management will make every effort to fill the position with the person who has been on the transfer list longest.

II. INVOLUNTARY TRANSFERS

- A. Management shall ensure that involuntary transfers are commensurate with the needs of service. Additionally, Management shall consider the seniority, training, experience, specialized skills and operational needs prior to transfer.

- B. Upon considering an involuntary transfer, Management shall make every effort to solicit volunteers prior to making involuntary transfers. If no bargaining unit members voluntarily accept the transfer assignment, Management shall use the criteria listed in Section IIA of this Article in order to identify employees to be involuntarily transferred. Employees will receive a written notice at least 10 business days prior to the effective date of any involuntary transfer except in case of a County-defined emergency.

If an employee has a voluntary transfer request on file and the employee is involuntarily transferred to a location that is neither his/her first or second choice, the employee will remain on the voluntary transfer list. There shall be no waiting period for an employee that is involuntarily transferred to submit a voluntary transfer request.

Where there is no impact to client service as determined by management, transferring attorneys will be granted one (1) full day of normal work hours to pack and move files and other materials necessary due to a transfer. This will apply to all transfers.

ARTICLE 34 PROMOTIONSSection 1.

Promotions of bargaining unit members shall be governed by the Civil Service Rules. Employees promoted shall be compensated in accordance with the Civil Service Rules and the Los Angeles County Code.

Section 2.

A Labor-Management Committee shall be formed to discuss and make advisory recommendations concerning the content, frequency and format of the Deputy Public Defender III and IV examinations. Said advisory recommendations shall be provided to the Public Defender for consideration. Nothing herein precludes or interferes with Management's inherent right to promulgate any examinations (e.g., promotional or open and competitive).

ARTICLE 35 WORK HOURS AND SCHEDULES

Section 1. Assignment of Work Hours and Workweek

The workweek for employees in this unit is 40 hours of work in a seven-consecutive day period as defined by the Management.

Section 2. Work Schedule Changes

Management may direct deviations or changes to an employee's work schedule on a temporary basis during emergency conditions. Management will authorize deviations or changes to an employee's work schedule when reasonable needs of an individual employee so require and do not conflict with work requirements.

Section 3. Alternative Work Schedules

Employees of Grade II and above shall be eligible to work a 9/80 schedule. Alternative work schedules are approved at the sole discretion of Management. Management may not unreasonably deny or revoke a 9/80 schedule. Management will consult with the Union prior to implementing or eliminating alternative work schedules in their entirety. Employees covered by the Fair Labor Standards Act ("FLSA") will not be placed on work schedules that mandate the payment of overtime under the FLSA.

ARTICLE 36 COMPENSATORY TIME

Deputy Public Defenders are salary exempt employees and will not, in general, accrue overtime. However, the Department recognizes that certain circumstances do require extra work and that compensatory time off shall be given when significant extra time is needed to meet the requirements of the job and/or the mission of the Department.

Compensatory time for unit members shall be provided in accordance with County Code Section 6.09.050.

Circumstances that may warrant compensatory time include, but are not limited to, management approved compensatory time for working on days off as established by the 9/80 workweek program, weekends or after hours, and MCLE Trainings.

Supervisors and unit members should make every effort to work together to resolve any issues that arise concerning compensatory time in an informal manner and balance the needs of the Office with the needs of the unit member.

ARTICLE 37 WORK CONDITIONS

It is the duty of the Department to ensure that each Deputy Public Defender is provided with work conditions conducive to the zealous advocacy of clients commensurate with the employee's ethical and constitutional obligations. Management shall make every effort to ensure the bargaining unit members are provided the appropriate working environment for the Deputy Public Defenders to conduct his/her legal work consistent with the highest ethical and constitutional standards.

ARTICLE 38 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

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

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

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

Pay the employee the bonus. The bonus is paid from the date of the request for relief and terminates when the conditions of this Article are no longer met.

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

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

Section 3. Special Provisions

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

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

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

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

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

ARTICLE 39 POSTING OF NON-TRIAL ASSIGNMENTS

Notification of non-trial assignments shall be provided to members of the bargaining unit through email notices and the Public Defender Portal.

This article shall not be subject to the grievance and or arbitration provisions of the MOU.

ARTICLE 40 LIVESCAN FINGERPRINTING

The Department shall pay the cost of Livescan fingerprinting for all Deputy Public Defenders.

APPENDIX A**OFFICE ERGONOMIC GUIDELINES**

The lease, purchase and installation of computer monitors, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Luminance of characters and background should have a high contrast ratio.

2. KEYBOARDS, MOUSE AND COMPUTER MONITORS

- a. Keyboard trays should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The computer mouse should be located adjacent to and on the same plane as the keyboard.
- c. Monitor height should be adjustable, fit the operator's plane of vision and provide a high contrast ratio.

3. CHAIR AND DESK

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option.
- b. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- c. Document holders should be adjustable for height, distance and angle.
- d. Footrests should be made available, if necessary.

4. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.

- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.

- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

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

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 36

By 
EXECUTIVE DIRECTOR
AFSCME Council 36

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
SACHI A. HAMAI
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS