County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://cao.co.la.ca.us

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
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Fifth District

August 3, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

SUCCESSOR MEMORANDUM OF UNDERSTANDING FOR BARGAINING UNIT 325, AND AMENDMENTS TO BARGAINING UNITS 111 AND 722 (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the accompanying successor Memorandum of Understanding (MOU) for a term ending September 30, 2006, with the following employee representation unit:

    - UAPD – Unit 325: Mental Health Psychiatrists/Dental Professionals

2. Approve the accompanying technical corrections to Memoranda of Understanding with Local 660 for Bargaining Units 111 and 722; and

3. Instruct the Auditor-Controller to make payroll system changes necessary to implement the recommendations contained herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We have concluded negotiations and are submitting for your approval the successor MOU and Amendments for the individual bargaining units.

Implementation of Strategic Plan Goals

The actions recommended in this letter promote workforce excellence by resolving workplace issues while maintaining financial responsibility.

FISCAL IMPACT/FINANCING

The MOU provides a 2.5% salary adjustment on January 1, 2004, and January 1, 2005, for Bargaining Unit 325.

The recommended agreement was reached within the parameters established by your Board. Current year costs of all recommended changes will be financed within available funding.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

Bargaining Unit 325 has been ratified by its respective union members. This MOU and Amendments to Bargaining Units 111 and 722 have been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

There is no change to current services.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
RA:rld

Attachments

c: County Counsel
Auditor-Controller

MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE MENTAL HEALTH PSYCHIATRISTS/ DENTAL PROFESSIONALS UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 3rd day of August, 2004,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management" of the County of Los Angeles (hereinafter referred to as "County")
AND	UNION OF AMERICAN PHYSICIANS & DENTISTS (hereinafter referred to as "UAPD")

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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 by this Memorandum; 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 by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Union of American Physicians and Dentists, (hereinafter UAPD) was certified on October 27, 2003 by County's Employee Relations Commission (Employee Relations Commission ACR 10-03) as the majority representative of County Employees in the Mental Health Psychiatrists/Dental Personnel Employee Representation Unit(hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes UAPD as the certified majority representative of the Employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize UAPD as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and UAPD has shown it has met the requirements of any such new rules.

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of UAPD and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

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

The parties recognize and agree that non-merit factors do not include employee conduct prohibited by law.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors.

It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

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

B. Enacts necessary amendments to all County ordinances, including Title 6 of 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 approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2006.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from June 15, 2006 through July 1, 2006 its written request to commence negotiations as well as its full and complete proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than July 15, 2006. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2006, unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustment

The parties jointly agree, subject to the Board of Supervisors' declaration of a Financial Crisis as defined in Section 1(A), to recommend to County's Board of Supervisors that the compensation of employees in this unit shall be as provided as follows:

Mental Health Psychiatrist:

As established in the Physicians Pay Plan (Part 2 of Chapter 6.08 of Title 6 of the County Code), except that salaries shall be based on the P Schedule included in Attachment A to this MOU instead of the Physician P Schedule provided for in Section 6.26.030 of the Los Angeles County Code. Effective July 1, 1998, a 13th step will be added to the current 12th step salary schedule for Mental Health Psychiatrists.

Dental Professionals:

Effective July 1, 1993, the parties agree to add one additional step to the salary ranges for Senior Dentist (Item No. 4766) and Dental Specialist (Item No. 4767). The additional step shall be two standard salary schedules (approximately 5.5%) above the top step for each classification. The additional step shall be implemented as follows:

1. Effective July 1, 1993, each Senior Dentist who has been at Step 5 of the employee's classification for at least 12 months shall receive the additional step increase. Effective July 1, 1993, each Dental Specialist who has been at

Step 5 of the employee's classification for at least 12 months shall receive the additional step increase.

2. Subsequent to this initial implementation, employees shall progress to this additional step as they do all other steps, in accordance with Section 3 of this Article.

The parties further agree that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4751	DENTAL HYGIENIST	CURRENT		77J	3453.18	4281.64
		01/01/2005		78H	3538.45	4388.73
		01/01/2006		79G	3625.36	4498.55
4767	DENTAL SPECIALIST	CURRENT	N3W	101A	7221.00	8497.00
		01/01/2005	N3W	101L	7401.91	8709.73
		01/01/2006	N3W	102K	7586.91	8927.36
4763	DENTIST	CURRENT	NW	97A	5813.00	7624.00
		01/01/2005	NW	97L	5958.45	7814.91
		01/01/2006	NW	98K	6107.18	8009.91
4735	MENTAL HEALTH PSYCHIATRIST	CURRENT	N19	B01	8828.00	12225.00
		01/01/2005	N19	B01	9049.00	12531.00
		01/01/2006	N19	B01	9275.00	12844.00

Effective July 1, 1998, a 13th step will be added to the current 12th step salary schedule for Mental Health Psychiatrists.

Effective November 1, 2000, any person appointed to a permanent position in the classification of Mental Health Psychiatrist shall be advanced one step within the range for each year of continuous service until the top step is reached.

4766 SENIOR DENTIST	CURRENT	N2W	99G	6576.09	8169.55
	01/01/2005	N2W	100F	6740.18	8373.18
	01/01/2006	N2W	101E	6908.36	8582.09
4772 VISITING DENTIST	CURRENT		FS		183.08
	01/01/2005		FS		187.66
	01/01/2006		FS		192.35
4773 VISITING DENTIST	CURRENT		FD		366.09
	01/01/2005		FD		375.24
	01/01/2006		FD		384.62

A. FINANCIAL CRISIS

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

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

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

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

The provisions of Section 1(A) shall terminate on September 30, 2006.

Section 2. Step Advance

a. Full-time permanent employees in this Unit who are below the top step of the appropriate Mental Health Psychiatrist "P" Schedule or are below the top step of their respective salary ranges and who are eligible for step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

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

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

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

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

(2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his

designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

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

Section 3. Salaries

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4.

Upon completion of Management's recruitment study for the class of Mental Health Psychiatrists (Item No. 4735), upon the request of the Union, Management may re-open negotiations on recruitment, salaries and related issues. Upon Management's request to

negotiate, the parties agree to meet with fifteen (15) working days. Negotiation will take place for no more than 90 days. Nothing herein shall be construed to limit Management's authority pursuant to Article 35 (Management Rights).

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1. Detention and Correctional Facilities Assignment

Any person employed by the Department of Mental Health in a position of Mental Health Psychiatrist (Item No. 4735) and who is permanently assigned to work in a Los Angeles County detention or correctional facility shall receive an additional 5.5 percent above compensation provided for in this Article 7. Compensation pursuant to this Section does not constitute a base rate.

Section 2. Drug Enforcement Agency (DEA) License Fee Waiver

Upon request by a permanent, full-time Mental Health Psychiatrist (Item No. 4735), Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767), the Department will complete a request to the Drug Enforcement Agency (DEA) to waive the DEA License Fee.

Section 3. Board Certification

Any persons appointed to the position of Mental Health Psychiatrist, who has obtained certification by the appropriate American Medical Specialty Board in the specialty to which he/her is assigned, shall receive additional compensation as follows:

a. Any person appointed to the position of Mental Health Psychiatrist who, on June 30, 1979, was receiving credit for three additional steps for board certification, who has remained continuously assigned to the specialty for which such credit was granted shall receive a flat monthly bonus equal to

8.25 percent of the step on the appropriate P Schedule to which he/she is entitled based upon experience. Such bonus shall only be given for certification in one specialty.

b. All other persons employed as Mental Health Psychiatrist, shall receive a flat rate monthly bonus equal to 5.5 percent of the step on the appropriate P Schedule to which they are entitled based upon experience. Such bonus shall only be given for certification in one specialty. Such compensation shall not be effective before the first day of the month in which the department head notifies the Chief Administrative Officer of his eligibility for such credit.

c. Any person who ceases to be eligible for any credit provided in this Section shall cease to receive said credit.

Section 4. Standby Pay

Whenever a permanent, full-time Mental Health Psychiatrist (Item No. 4735), Dentist (Item No. 4763), Senior Dentist (Item No. 4766), or Dental Specialist (Item No. 4767) is assigned regularly scheduled periods of standby service at off-duty times, which assignments cause inconvenience and restrict normal activity during such off-duty periods, the employee shall receive $7.00 per hour during said assignment. Assignment to standby duty requires the prior annual authorization of the Chief Administrative Officer.

No combination of standby pay and/or overtime compensation shall exceed 60 percent of a physician's base monthly salary, calculated twice each month; once for the period of the 1st through the 15th of the month and once for the period of the 16th through the end of the month.

In no event shall a Mental Health Psychiatrist (Item No. 4735), Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767) receive compensation for overtime during a period of standby duty.

ARTICLE 9 EMPLOYEE BENEFITS

Section 1.

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

Section 2. Mental Health Psychiatrists

Notwithstanding any provisions contained in Article 12, Sick Leave, of the Fringe Benefit Memorandum of Understanding referred to herein, the parties agree that any person employed in a position of Mental Health Psychiatrist (Item No. 4735) shall accrue a maximum of ten (10) days annual sick leave commencing January 1, 1987. All other provisions including method of accrual will apply.

ARTICLE 10 BULLETIN BOARDS

Management will furnish adequate bulletin board space to UAPD where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

A. UAPD recreational, Social and related UAPD news bulletins;

B. Scheduled UAPD meetings;

C. Information concerning UAPD elections or the results thereof;

D. Reports of official business of UAPD including UAPD Newsletters, reports of committees of UAPD; 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 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 provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

ARTICLE 11 HEALTH AND SAFETY

Section 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. UAPD will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practice, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, any employee has the right to submit the matter either personally or through the steward to his/her department head or his/her designated representative who will respond in writing within 10 business days.

If the employee or his representative is not satisfied with the response of the department head or his/her designated representative, the Union may consult with the Environmental Health Division of the Chief Administrative Office, or his designate. A representative of such branch shall respond to the department head and the Union within ten (10) days. If the Union is not satisfied with the response of the Chief of the Environmental Health Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 14 (Grievance Procedure). During such ten (10) days, consultation between the department head and the Union will take place.

Section 2.

Management and UAPD agree that Williams-Steiger Occupational Safety and Health Act of

1970, the California Occupational Safety and Health Act of 1973, and California Senate Bill 198 shall be binding on both parties.

Section 3. Safety Training

Management will provide Management of Assaultive Behavior Training once per year and a fire and earthquake drill at least every six (6) months in each department-controlled facility.

Section 4. Safety Committee

Each Mental Health Clinic shall have a health and safety committee.

The responsibilities of the committee shall be to:

Alert management to all safety and security concerns, including identifying potential safety, health, and security problems in the clinic before they become immediate, and make recommendations to management for their solution.

Annually, or at other times as conditions warrant, review existing office safety procedures and make recommendations to management for improvements and other alterations to meet changing safety, security, and health conditions.

Obtain comments and other input from staff on safety, security, and health conditions in the clinic and suggestions for improvements.

Provide input to clinic management for the office's fire and earthquake procedures and participate in planning and conduct of fire and earthquake drills.

Oversee regular inspections of equipment and environment as they relate to safety, security, and health conditions in the clinic.

Provide to clinic management recommendations for various safety training programs for staff, such as "Management of Assaultive Behavior."

The committee shall be composed of the clinic's safety officer, one management representative, and one clinic employee, mutually selected by the unions, representing all of the clinic employees in certified bargaining units.

The committee shall meet monthly on County time. The recommendations of the committee shall be advisory in nature.

Section 5. First Aid Kits

Management shall maintain adequate first aid kits at all work facilities.

ARTICLE 12 WORK SCHEDULE

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the Los Angeles County Code.

Section 1. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 5), employees' work schedules shall not be changed without notice to the employee at least ten (10) working days before the change is to be implemented. Irregular work schedules shall not be changed without notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Section 2. Workweek

The normal workweek shall be five (5) consecutive workdays and two days of rest in a seven consecutive day period except as provided in Section 4.

Section 3. Work Day

For full-time employee, eight (8) hours shall constitute a regular work day, unless a flextime work schedule has been arranged pursuant to Section 6.

Section 4.

Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations.

Section 5. Emergencies

Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency, with management making every reasonable effort to resolve the emergency conditions.

Section 6. Flexible Working Hours

Nothing herein shall preclude management from establishing flextime work schedules (Ex. 4/10, 9/80). Upon request, a Unit member may be permitted a flextime schedule as mutually agreed upon by the employee and management.

Approval for flexible work schedules shall not be unreasonably withheld.

ARTICLE 13 OUT-OF-CLASS ASSIGNMENT

Section 1. Mental Health Psychiatrists

This section shall only apply to any person employed by the Department of Mental Health in a position of Mental Health Psychiatrist (Item No. 4735):

A. Definition

1. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant*, funded position in the class of Supervising Mental Health Psychiatrist (Item #4737), Chief Mental Health Psychiatrist (Item #4739), Mental Health Clinical District Chief, MD (Item #5492), Mental Health Clinical Program Head, MD (Item #5493), Deputy Director, MD, Mental Health (Item #5491), Medical Director, MD, Mental Health (Item #4567) by an individual in the class of Mental Health Psychiatrist (Item #4735).

2. The bonus payable shall be 5 percent of the base salary of the Mental Health Psychiatrist, MD (Item #4735) not to exceed the difference between the employee's monthly rate of pay as a Mental Health Psychiatrist (Item #4735)

[*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.]

and the monthly rate of pay for the higher level administrative class to which the employee is assigned calculated as if the employee had been appointed to the higher level administrative class. This bonus shall not constitute a base rate.

B. Conditions

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

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

return the employee to an assignment as Mental Health Psychiatrist, (Item #4735).

b. If such return is made within 30 days of the request for relief, no bonus under this article is to be paid; or

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

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

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

C. Special Provisions

1. 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.

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

3. It is agreed that the provisions of this article will only be applied to Mental Health Psychiatrists (Item #4735) employed by the Department of Mental Health.

4. 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.

Section 2. Dental Professionals

This section shall only apply to any person employed in a position of Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767):

A. Definition

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

2. 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.

* For the purpose of this article, vacancies due to leaves of absence shall be defined as in the County Code Section 6.20.110.

This bonus is paid pursuant to the conditions described below.

B. Conditions

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

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid; return the employee to an assignment in his/her own class.

If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus from the date of 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.

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

C. Special Provisions

1. 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.

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

3. 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.

4. 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.

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

ARTICLE 14 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and recommended by the Department Head or designated Management representative, and approved by the Chief Administrative Office. The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

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

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

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules (approximately 5.5 percent); or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules (approximately 5.5 percent), unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes.

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

In no event shall an employee receive compensation pursuant to this section and receive out of class bonus pursuant to Article 13 (Out-of-Class Assignment) for the same assignment.

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

ARTICLE 15 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that the 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 personnel file. Prior to its placement in the personnel file, the employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign. The employee will be given a copy of any material to be placed in his/her personnel file, prior to its placement in the file.

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

Grievance Procedure unless they involve violation of a specific provision of this agreement. Within 30 days of his/her knowledge of a written statement regarding employee performance or conduct, the employee is entitled to place a written statement in his/her file stating reasons for disagreement with the written statement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

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

An employee, on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

The annual Performance Evaluation must be prepared and signed by a County employed Management physician/dentist. All disciplinary actions taken against a physician/dentist must be reviewed and approved by a Management physician/dentist.

ARTICLE 16 TRANSFERS

Section 1. Mental Health Psychiatrist

This section shall only apply to any person employed by the Department of Mental Health in a position of Mental Health Psychiatrist (Item No. 4735):

A. Voluntary

Any employee covered herein may submit a written request for transfer and have their name placed on a list to be kept by the supervisor of the work location to which the employee is requesting a transfer. The request shall remain valid for one year unless withdrawn or renewed by the employee. It is understood that the request is for an available vacant position in the same classification within the employee's department.

Management will consider these requests when filling vacancies.

B. Involuntary Transfer

When it becomes necessary to transfer an employee on an involuntary basis the department will make every effort to give the employee at least 10 business days written notice.

In the event of an involuntary transfer, Management will consider several factors, such as the employee's seniority, experience, geographic location, academic training and skills, and operational needs.

Section 2. Dental Professionals

This section shall only apply to any person employed in a position of Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767):

A. Voluntary

Any employee covered herein may submit a written request for transfer within his/her own department and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer.

Management agrees to consider employees' requests for transfer at the time vacancies are to be filled. Employees wishing to transfer will forward to Management a written request indicating their desire for a transfer, the reason for the request, and a resume of their training and experience.

These written requests will be maintained in an active file within the appropriate office to which it was sent for a period not to exceed six (6) months. Employees desiring to keep their individual request active beyond the above time limit must submit a new written request.

If the employee has been rated competent or better on his/her last performance evaluation and meets the official posted qualifications for the position, Management shall give serious consideration to his/her transfer request. However, this Article in no way is intended to limit Management's authority to make appointments.

B. Involuntary Transfer

When it becomes necessary to transfer an employee on an involuntary basis, the department will make every effort to give the employee at least 10 business days written notice.

In the event of an involuntary transfer, Management will consider several factors, such as the employee's seniority, experience, geographic location, academic training and skills, and operational needs.

ARTICLE 17 GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

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 immediate supervisor.

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

Section 3. Responsibilities

1. UAPD 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. UAPD 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.

3. 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.

Section 4. Waivers and Time Limits

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

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

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

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

Section 5. Employee Rights and Restrictions

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

The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

2. A County employee selected as a representative in a grievance is required to obtain the permission of his/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 to ensure that his/her absence will not unduly interfere with Departmental operations.

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 UAPD, of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The UAPD representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

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

6. 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 7. Procedures

Step 1. Supervisor

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.

Step 2. Middle Management

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 step if such a step is not appropriate because of the size of his/her department.

The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

B. Within 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.

Step 3. Department Head

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

B. Within ten (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. However, the department head or designate is not limited to denying a

grievance for the reasons stated at any previous step in the procedure. Upon request, 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, UAPD, 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 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 Administrative Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

3. In the event UAPD 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 Administrative 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 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:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 18. GRIEVANCES - GENERAL-IN-CHARACTER

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

A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where 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 Administrative Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten 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 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 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 Administrative Officer or his authorized representative.

C. 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 of Article 14, (Grievance Procedure) the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 14 (Grievance Procedure) 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 14 (Grievance Procedure) 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 applications of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in this 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 14 (Grievance Procedure) hereof.

ARTICLE 19 STEWARDS

It is agreed by the parties of the Memorandum of Understanding that UAPD may select a reasonable number of stewards for this Unit. UAPD shall give to the department head a written list of employees from his department who have been selected as stewards. This list shall be kept current by UAPD.

Stewards 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. Stewards, when leaving their work locations to transact 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 absences 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 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 steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undo 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 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 steward's request, unless otherwise agreed to.

The UAPD agrees that a steward shall not log compensatory time or premium pay time for his time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

ARTICLE 20 PAYCHECK ERRORS

Section 1. Underpayments

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. Management will rectify the underpayment 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 promptly 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 is willing to accept an adjustment on the following payroll warrant if he does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

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

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

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee, Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance [5.050.090) (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 Step 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 formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was incorrect.

Section 5. Garnishments

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

ARTICLE 21 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

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

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

Section 2. Security Clause

Any employees in this Unit who have authorized UAPD 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 this Unit may terminate such UAPD dues during the period of December 18, through December 31 in each year of this MOU, by notifying the UAPD of their termination of UAPD dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of UAPD from which dues deductions are to be canceled.

The UAPD will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

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

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

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in 8502.5(a).

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

Section 5.

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

A. Agency Shop Defined

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

B. Religious Objections

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

C. Rescission

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

D. Union Responsibilities - Hudson Notice

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

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues, or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall

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

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

F. List of New Employees/Separations

Upon payment of initial programming costs and monthly maintenance cost as determined by the Auditor-Controller, Management shall provide the Union with access to employee lists via Internet on a monthly basis. The Auditor-Controller will furnish UAPD with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

Management will make available to each new employee entering the Unit a card furnished by UAPD explaining to the employee the status of UAPD as the certified majority representative for employee in the unit as follows:

> UAPD has been certified as your majority representative. UAPD 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 UAPD, call (310) 398-6427 or your Grievance Committee person where you work.
>
> UAPD
> 5777 West Century Boulevard, Suite 880
> Los Angeles, California 90045

G. Indemnification Clause

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

ARTICLE 22 PROFESSIONAL COMMITTEE

PSYCHIATRISTS

The County and the Union agree to dissolve the MEDICAL PRACTICE COMMITTEE and to establish a PROFESSIONAL COMMITTEE consisting of three bargaining unit members and three management members. The objective of the committee shall be to make recommendations regarding medical polices and procedures to the Medical Director of the Department of Mental Health. The committee shall meet quarterly or as often as the committee deems necessary, during working hours and address the following issues:

1. Staffing and workload.
2. Information technology and its impact on medical practice in the workplace.
3. Standards of Medical Practice.
4. Other issues of mutual concern.

Minutes shall be kept and distributed to all committee members. The committee shall decide how to conduct its business in a manner conducive to achieving results.

DENTAL PROFESSIONALS

Management agrees to the establishment of a professional committee made up of unit members. The number of committee members shall be determined by mutual agreement of the Management of the affected departments and the Union.

The committee shall meet no more than three times each fiscal year. The employees may use two hours of County time for each meeting and employees will seek prior permission from there supervisors to attend. The Director of Health Services or his designee shall attend a meeting of the Professional Committee upon invitation from that committee.

ARTICLE 23 PERFORMANCE EVALUATION

Section 1.

When a physician files a grievance on a performance evaluation, the performance evaluation shall be formally reviewed by a management physician at one of the grievances levels.

Section 2.

When a dental professional files a grievance on a performance evaluation, the performance evaluation shall be formally reviewed by a management dental professional at one of the grievance levels.

ARTICLE 24 CONTINUING MEDICAL EDUCATION

The purpose of Continuing Medical Education is to increase the skills and effectiveness of members of this bargaining unit. It is the policy of the County to support staff in pursuing education in order to promote and encourage the meeting of licensor requirements and the upgrading of skills and knowledge for the effective delivery of mental health services.

Section 1. Psychiatrists

Full-time, permanent, Mental Health Psychiatrists may be allowed up to five days or 40 hours per year of in-service training of which one day or eight hours, at the discretion of the department, may be required for Department of Mental Health mandated CME training. Five days or 40 hours per year may be allowed for outside training for continuing education purposes. It is further agreed that the ½ of the outside training for continuing education hours may include pre-approved home study courses.

Part-time, Mental Health Psychiatrists on permanent status working at least 16 hours per week may be allowed up to 3 days or 24 hours per year of in-service training and three days or 24 hours per year outside training for continuing education purposes.

Approval of Continuing Medical Education shall not be unreasonably denied.

Section 2. Dental Professionals

Each Dentist, Senior Dentist and Dental Specialist shall be allowed up to a maximum of eighty (80) hours of County time during the term of the MOU, for the purpose of meeting

mandatory continuing education requirements. Each Dental Hygienist shall be allowed up to a maximum of forty (40) hours of County time during the term of the MOU, for the purpose of meeting mandatory continuing education requirements.

Management will allow permanent part-time Dentists, Senior Dentists and Dental Specialists who work at least 16 hours per week but less than 40 hours per week on a continuing basis up to a maximum of 30 hours of County time for the purpose of meeting mandatory continuing education requirements during the term of the MOU.

Management will allow permanent part-time Dental Hygienists who work at least 16 hours per week but less than 40 hours per week on a continuing basis up to a maximum of fifteen (15) hours of County time for the purpose of meeting mandatory continuing education requirements during the term of the MOU.

Management will consider requests which are submitted with adequate lead time. In reviewing the request, Management will consider the needs of the service.

Section 3.

If during the term of this MOU, employees are required by applicable provisions of law to undergo additional mandatory continuing education, the parties agree to re-open negotiations on this Article.

ARTICLE 25 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.

Physicians shall cooperate fully with County in the administration of this article.

Management will consult with the affected physician prior to settlement.

ARTICLE 26 UNION REPRESENTATIVE ACCESS

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

UAPD shall give to the department head and the Chief Administrative Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by UAPD. Access to work locations will only be granted to representatives on the current list.

ARTICLE 27 PARKING

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

County Management will continue to make every reasonable effort to provide safe and adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

ARTICLE 28 STRIKES AND LOCKOUTS

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

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

ARTICLE 29 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 UAPD nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 30 FULL UNDERSTANDING, MODIFICATION, 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 Mental Health Psychiatrist.

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 their 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 31 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

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

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 32 AUTHORIZED AGENTS

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

A. Management's principal authorized agent shall be County's Chief Administrative Officer, or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, CA 90012); Telephone: (213) 974-2404, except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. The Union of American Physicians & Dentists' principal authorized agent shall be the Regional Administrator or his duly authorized representative (Address: 5777 West Century Boulevard, Suite 880, Los Angeles, CA 90045); Telephone: (310) 398-4038; Facsimile: (310) 398-6427.

ARTICLE 33 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State 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 laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 34 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any County department during the term of this agreement; however, management shall at the earliest time possible meet and confer with the union on the impact of any decision to reorganize when such issues are not covered by Civil Service Rules or Memorandum of Understanding; 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.

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.

UNION OF AMERICAN PHYSICIANS AND DENTISTS

By _____
Regional Administrator

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Chief Administrative Officer

SIGNATURE PAGE (Continued)

UNION OF AMERICAN PHYSICIANS
AND DENTISTS

By _____

By _____

By _____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
Department of Mental Health

By _____
Department of Health Services

By _____
Sheriff's Department

By _____

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
CLERICAL AND OFFICE SERVICES
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 3rd day of August, 2004,

BY AND BETWEEN

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

Los Angeles County Employees Association, Local 660, SEIU, AFL-CIO (hereinafter referred to as "LACEA, Local 660, SEIU)

WHEREAS, on the 16th day of December, 2003, the parties entered into a Memorandum of Understanding regarding the Clerical and Office Services Employee Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the Clerical and Office Services Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 45 – Temporary Employees, Section 1 to correct dates as appended hereto.

2. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 the day, month and year first above written.

LOS ANGELES COUNTY
EMPLOYEES ASSOCIATION
LOCAL 660, SEIU, AFL-CIO

By _____
Local 660

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By _____
Chief Administrative Officer

ARTICLE 45 TEMPORARY EMPLOYEES

Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to applicable ordinance that, during the term of this agreement only, any employee employed on a daily as-needed basis ("C" item), hourly as-needed ("F" item), or monthly temporary basis ("O" item) who was on the County payroll October 1, 2003 and continued on the County payroll through September 30, 2004 shall receive, effective October 1, 2004, a bonus equal to one schedule or in the case of flat rates, 2.75 percent of said employee's base hourly, daily, or monthly rate, whichever is applicable, for each hour, day, or month of active service rendered during the term of this agreement.

Section 1 of this Article shall expire September 30, 2006.

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
MEDICAL SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING, made and entered into this 3rd day of August, 2004

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 EMPLOYEES UNION, LOCAL 660, SEIU, AFL-CIO (hereinafter referred to as "Union")

WHEREAS, on the 16th day of December, 2003, the parties entered into a Memorandum of Understanding regarding the Medical Social Workers Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend Article 54, Special Pay Practices, as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Article 54 is hereby amended by deleting Section 2, Standby Pay, and replacing it with the attached.

2. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors. This amendment will become effective January 1, 2004, if and when approved by said Board of Supervisors, in the same manner as provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

3. Except as herein specifically amended, each and every other provision of said Memorandum of Understanding shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment No. 1 to the Memorandum of Understanding the day, month, and year, first above written.

LOS ANGELES COUNTY EMPLOYEES UNION, LOCAL 660, SEIU, AFL-CIO

By Annelle Grajeda

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By
Chief Administrative Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

Section 2. Standby Pay

This section is effective January 1, 2004.

A permanent, full-time employee in this bargaining unit employed by the Department of Health Services who is assigned regularly scheduled periods of standby service at off-duty times pursuant to the County Code shall receive standby pay of $1.00 per hour.

A permanent, full-time employee in this bargaining unit employed by the Department of Mental Health who is assigned to a Psychiatric Mobile Response Team shall receive standby pay of $1.00 per hour for each hour such person is assigned to regularly scheduled standby period, which occur at off-duty times.

Employees may be assigned to a maximum of 300 hours standby per month.