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Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

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January 05, 2016

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

Dear Supervisors:

MEMORANDUM OF UNDERSTANDING FOR FRINGE BENEFITS FOR BARGAINING UNITS REPRESENTED BY THE COALITION OF COUNTY UNIONS
ALL DISTRICTS
(3 VOTES)

SUBJECT

This letter and accompanying ordinance extends the terms and provisions of the Fringe Benefits Memorandum of Understanding (MOU) with the Coalition of County Unions (CCU) and extends certain benefits to related non-represented classifications.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying successor Fringe Benefits MOU with the Coalition of County Unions for a three-year term ending on June 30, 2018.

2. Approve related changes for non-represented employees as set forth in the accompanying ordinance amending Title 5 – Personnel, and Title 6 – Salaries, of the Los Angeles County Code.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

A successor Fringe Benefits MOU with Service Employees International Union (SEIU) Local 721 was approved by the Board on December 8, 2015, for a three-year term from October 1, 2015 through September 30, 2018. In addition, successor agreements for various SEIU and non-SEIU bargaining units were approved, as was the extension of comparable pay and benefit adjustments to non-represented employees, including to employees covered by the Management Appraisal and Performance Plan. As indicated in the letter of December 8, 2015, a separate letter would be submitted once final agreement was reached on a successor CCU Fringe Benefits MOU.

Negotiated Fringe Benefits Changes

We have recently concluded negotiations and are submitting a successor Fringe Benefits MOU with the Coalition of County Unions for a three-year term from October 1, 2015 ending June 30, 2018, for the Board's approval. These agreements and corresponding modifications to the County Code provide for changes in cafeteria plan contributions and subsidies for temporary and part-time employees, additional annual vacation leave up to 40 hours after 24 years or more of service effective with the pay period ending January 15, 2016 (increased accrual rate begins annually after 20 years of service), an additional paid holiday in recognition of Cesar Chavez's birthday (beginning in 2017 on the last Monday in March), expanded bereavement leave provisions (time off permitted for death of an employee's brother-in-law, sister-in-law, great-grandfather, or great-grandmother), a change in eligibility for sick personal leave for rehired retirees as a result of AB 304, and in the access to full or partial fringe benefits (e.g., medical, dental, and/or life insurance coverage) for certain monthly permanent, part-time, and temporary represented employees pursuant to the implementation of the Affordable Care Act.

Cafeteria Plan Contribution Adjustment

This agreement provides for the adjustment of the County's contribution towards cafeteria plan benefits under the "Choices" plan to 6 percent in 2016, 6 percent in 2017, and 6.5 percent in 2018, as shown in the attached chart.

Non-Represented Employees

Comparable adjustments to the salaries and benefits of non-represented employees were approved by the Board on September 29, 2015, November 3, 2015, and December 8, 2015. Considering the Fringe Benefit Agreement for CCU provides for an increase in cafeteria plan contributions for represented employees, it is appropriate to extend comparable adjustments to non-represented employees as reflected in the attached chart.

Technical Corrections

Finally, we are recommending minor technical corrections related to the salary movement for non-represented employees and basic term life insurance.

Implementation of Strategic Plan Goals

The actions recommended in this letter promote the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability by providing for a wage and fringe benefit structure in a financially responsible manner.

FISCAL IMPACT/FINANCING

The benefit increases and the other economic adjustments contained herein are within the parameters established by the Board and have been included in the County Budget for Fiscal Year 2015-2016. The County's pension actuary, Cheiron, has advised that the proposed adjustments do not exceed the increase in payrolls assumed in the current actuarial valuation of the retirement plans. Therefore, there will be no negative impact on the funded status of the retirement system.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying successor Fringe Benefits MOU provides for an 18.5 percent adjustment in the Choices Contribution rate over three years. The MOU and ordinance have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

Respectfully submitted,

Sachi A. Hamai

SACHI A. HAMAI
Chief Executive Officer

SAH:JJ:MTK
SM:PB:LSB:mst

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
All Department Heads
Coalition of County Unions

Attachment A

FRINGE BENEFIT CHANGES RESULTING FROM BARGAINING

1. The County monthly contributions to the Choices cafeteria benefit plan will be adjusted by 6 percent, 6 percent, and 6.5 percent in Plan Years 2016, 2017 and 2018, respectively, as follows:

CHOICES PLAN	2016	2017	2018
Medical Waiver	$ 244.00	$ 244.00	$ 244.00
Employee Only	$ 860.72	$ 912.37	$ 971.68
Employee + 1 dependent	$1,570.43	$1,664.66	$1,772.86
Employee + 2 or more Dependents	$1,855.16	$1,966.47	$2,094.29

2. The County monthly health insurance subsidy for eligible temporary and recurrent employees represented by the Coalition of County Unions will be adjusted by 6 percent, 6 percent, and 6.5 percent in Plan Years 2016, 2017 and 2018, respectively, as follows:

	2016	2017	2018
Employee Only	$ 722.66	$ 766.02	$ 815.81
Employee + 1 dependent	$1,283.53	$1,360.55	$1,448.99
Employee + 2 or more Dependents	$1,473.34	$1,561.75	$1,663.27

MEMORANDUM OF UNDERSTANDING
FOR SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING
FRINGE BENEFITS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 5th day of January, 2016,

BY AND BETWEEN — Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")

AND — THE COALITION OF COUNTY UNIONS, AFL-CIO (hereinafter referred to as the "Coalition").

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PREAMBLE

This agreement is entered into by and between the County of Los Angeles and the Los Angeles Coalition of County Unions, AFL-CIO, and defines certain fringe benefits to be applied to employees in units represented by certified employee organizations who are members of said Coalition and signatory to this agreement.

ARTICLE 1 NON-DISCRIMINATION

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

ARTICLE 2 IMPLEMENTATION

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

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

2. Enacts necessary resolutions and amendments to County ordinances required to implement the full provisions of this Memorandum of Understanding;

3. 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.

If the parties do not mutually agree to implement appropriate provisions of the Memorandum not requiring approval by the Board of Supervisors, the negotiations shall resume upon the request of either party.

ARTICLE 3 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 2, Implementation, are fully met; but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2018.

ARTICLE 4 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 February 1, 2018, through March 1, 2018, its written request to commence negotiations.

Upon receipt of proposals, negotiations shall begin no later than March 30, 2018.

ARTICLE 5 RETIREMENT

Section 1.

The parties agree to recommend jointly to the County Board of Supervisors that pursuant to Section 31581.1 of the California Government Code, said Board adopt a resolution that effective July 1, 2014, and for the term of this agreement only, provides that the County shall pay to the Retirement Fund the amount necessary which, based on actuarial determination, is sufficient to fund the difference between:

a. The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in the Fringe Benefit MOU costs based on the June 30, 2013 Actuarial Valuation dated February 28, 2014, by Milliman USA, were implemented, and

b. The employee contribution that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in Section 2 of this Article were implemented in lieu of the contribution rates set forth in said Fringe Benefit MOU costs based on June 30, 2013 Actuarial Valuation.

Section 2.

The parties agree that, contingent upon action by the Board of Supervisors to adopt a resolution to implement the provision of Section 1 of this article, the negotiated employee contribution rates for the term of this agreement for employees who entered the Los Angeles County Employees Retirement Association on and after January 4, 1982.

1. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association on or before August 31, 1977 (hereinafter referred to as Plan A for General Members):

GENERAL MEMBERS – RETIREMENT PLAN A

Negotiated Employee Contribution Rates
Effective July 1, 2014

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
16	4.13%
17	4.19%
18	4.22%
19	4.28%
20	4.33%
21	4.37%
22	4.43%
23	4.49%
24	4.57%
25	4.59%
26	4.69%
27	4.77%
28	4.89%
29	4.97%
30	5.08%
31	5.25%
32	5.35%
33	5.52%
34	5.65%
35	5.86%
36	6.05%
37	6.23%
38	6.44%
39	6.63%
40	6.83%
41	7.03%
42	7.24%
43	7.47%
44	7.64%
45	7.86%
46	8.08%
47	8.26%
48	8.48%
49	8.61%
50	8.70%

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
51	8.74%
52 & above	8.75%

2. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of Los Angeles County Employees Retirement Association between September 1, 1977, and September 30, 1978, (hereinafter referred to as Plan B for General Members):

GENERAL MEMBERS – RETIREMENT PLAN B
Negotiated Employee Contribution Rates
Effective July 1, 2014

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
16	5.79%
17	5.92%
18	6.06%
19	6.19%
20	6.33%
21	6.48%
22	6.62%
23	6.77%
24	6.92%
25	7.08%
26	7.23%
27	7.40%
28	7.56%
29	7.73%
30	7.90%
31	8.07%
32	8.26%
33	8.44%
34	8.64%
35	8.84%
36	9.04%
37	9.24%
38	9.45%
39	9.66%
40	9.87%
41	10.08%

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
42	10.29%
43	10.48%
44	10.68%
45	10.88%
46	11.06%
47	11.23%
48	11.40%
49	11.55%
50	11.66%
51	11.74%
52 & above	11.75%

3. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became Safety Members of the Los Angeles County Employees Retirement Association on or before August 31, 1977, (hereinafter referred to as Plan A for Safety Members):

SAFETY MEMBERS – RETIREMENT PLAN A

Negotiated Employee Contribution Rates
Effective July 1, 2014

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
18	6.94%
19	7.09%
20	7.23%
21	7.38%
22	7.54%
23	7.67%
24	7.85%
25	8.00%
26	8.16%
27	8.33%
28	8.50%
29	8.68%
30	8.85%
31	9.05%
32	9.24%
33	9.43%
34	9.65%
35	9.86%
36	10.05%
37	10.27%
38	10.48%
39	10.67%
40	10.87%
41	11.06%
42	11.26%

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
43	11.45%
44	11.60%
45	11.76%
46 & above	11.86%

4. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became Safety Members of the Los Angeles County Employees Retirement Association between September 1, 1977 and December 31, 2012, (hereinafter referred to as Plan B for Safety Members) or who are otherwise eligible to redeposit into Plan B for Safety Members or entitled to reciprocal membership in Plan B for Safety Members pursuant to reciprocity provisions of said Retirement Association:

SAFETY MEMBERS – RETIREMENT PLAN B
Negotiated Employee Contribution Rates
Effective July 1, 2014

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
18	6.30%
19	6.48%
20	6.67%
21	6.87%
22	7.08%
23	7.28%
24	7.49%
25	7.71%
26	7.92%
27	8.15%
28	8.37%
29	8.62%
30	8.85%
31	9.11%
32	9.36%
33	9.63%
34	9.90%
35	10.19%
36	10.47%
37	10.75%
38	11.02%
39	11.29%
40	11.56%
41	11.82%
42	12.07%
43	12.31%
44	12.55%
45	12.74%
46 & above	12.87%

Section 3.

The parties further agree that, for the term of this agreement, the employee contribution rates listed below shall apply to the retirement plan for employee who became General Members of the Los Angeles County Employees Retirement Association between October 1, 1978, and May 31, 1979 (hereinafter referred to as Plan C for General Members), and, to the retirement plan for employees who became General Members of said Retirement Association between June 1, 1979 and December 31, 2012 (hereinafter referred to as Plan D for General Members) or who are otherwise eligible to redeposit into Plan D or entitled to reciprocal membership in Plan D pursuant to reciprocity provisions of said Retirement Association); provided, however, such contribution rates shall not apply to employees who are covered by Plan E.

GENERAL MEMBERS – RETIREMENT PLAN C
Negotiated Employee Contribution Rates
Effective July 1, 2014

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
16	4.93%
17	5.05%
18	5.16%
19	5.27%
20	5.39%
21	5.52%
22	5.64%
23	5.77%
24	5.90%
25	6.03%
26	6.17%
27	6.30%
28	6.44%
29	6.59%
30	6.74%
31	6.89%
32	7.04%
33	7.20%
34	7.36%
35	7.52%
36	7.69%
37	7.86%
38	8.05%
39	8.22%
40	8.41%
41	8.61%
42	8.81%
43	9.01%
44	9.21%
45	9.39%
46	9.59%
47	9.79%
48	9.98%
49	10.16%
50	10.35%

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
51	10.53%
52	10.70%
53	10.86%
54	11.00%
55	11.11%
56	11.17%
57 & above	11.19%

GENERAL MEMBERS – RETIREMENT PLAN D
Negotiated Employee Contribution Rates
Effective July 1, 2014

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
16	4.83%
17	4.94%
18	5.05%
19	5.15%
20	5.28%
21	5.40%
22	5.52%
23	5.64%
24	5.78%
25	5.90%
26	6.03%
27	6.17%
28	6.30%
29	6.45%
30	6.59%
31	6.74%
32	6.89%
33	7.04%
34	7.20%
35	7.36%
36	7.52%
37	7.69%
38	7.87%
39	8.04%
40	8.23%
41	8.42%
42	8.62%
43	8.81%
44	9.01%
45	9.19%
46	9.38%
47	9.58%
48	9.76%
49	9.94%
50	10.13%
51	10.30%

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
52	10.47%
53	10.63%
54	10.76%
55	10.87%
56	10.93%
57 & above	10.94%

ARTICLE 6 LONG TERM DISABILITY

Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following modifications to the County's Long Term Disability and Survivor Benefit Plan (LTD Plan) to be effective on the effective date of the amending ordinance:

a) LTD benefits shall not be payable in any case where an employee has been absent from work for six months or more prior to the commencement of total disability; provided, however, that this exclusion shall not apply to any employee whose absence is due to an approved, nonmedical leave.

b) Should the surviving spouse fail to cooperate with the County for a period of 90 days, the survivor benefit payable under the LTD Plan shall be payable to the surviving children of the deceased employee or deceased disability beneficiary who otherwise meets all eligibility requirements. In the event that the survivor benefit is paid to the surviving children, duplicate payment for the same eligibility period shall not subsequently be payable to a surviving spouse.

c) Extend LTD Survivor Benefits to domestic partners. "Domestic Partner", for purposes of this Article, shall parallel the definition used by LACERA.

Section 2.

The parties agree to recommend that the Board of Supervisors amend the LTD plan to:

- provide a maximum 2% COLA for LTD disability cases commencing on or after January 1, 2001. The COLA would be based on the Consumer Price Index for all urban consumers for the Los Angeles/Riverside/Orange County area (1982-1984 base) for each calendar year, not to exceed 2% per year, commencing the first month following two years of LTD benefit payments.

- increase the survivor continuance benefit under the LTD plan to 55%, effective July 1, 2001.

Section 3.

The LTD health program would apply to new disabilities incurred on or after January 1, 2015 for members of the CAPE Medical plans. Eligibility rules for employees enrolled in a county-sponsored plan, whether or not they choose CAPE medical plan, will not change.

The LTD Health Insurance program provides guaranteed access to County-sponsored group health insurance for individuals currently enrolled in a health insurance plan and receiving LTD benefits. All eligible LTD participants, otherwise eligible to receive LTD benefits, will receive health insurance protection at no cost to the participant.

Under this health insurance protection program, the employee would pay 25% of the monthly medical plan premium while receiving LTD benefits, and the County would pay the remaining 75% from the LTD Health Trust fund. No person shall be excluded from participating in a County-sponsored group health insurance plan solely by virtue of being an LTD Health Plan beneficiary.

Beginning January 1, 2008, employees can elect to "buy-up" 100% LTD Health Insurance subsidy at a cost to the employee to be determined each year by the County. The monthly premium will raise sufficient revenue to fund the program as determined by the County of Los Angeles. Under this optional coverage, the County would pay 100% of the monthly medical plan premium while the employee is receiving LTD benefits.

After two years, LTD recipients who are participants in a contributory retirement plan (i.e. Retirement Plan A, B, C or D) must apply for disability retirement benefits with LACERA. Failure to make such application will result in the cessation of LTD benefits. In the event the employee becomes eligible to receive retiree health insurance coverage with LACERA, LTD Health benefits will cease. The new program would apply only to new disabilities incurred on or after January 1, 2008 and would not apply to employees currently disabled or in the qualifying six month waiting period. Coverage would become effective for those employees after returning to work for a period of six months or more. Employees who do not elect the 100% Optional Coverage would be barred from enrolling in it for two years following that decision.

Beginning on January 1, 2005, LTD Health Insurance will be extended to the survivor (including a domestic partner) of an employee who is participating in the LTD health insurance protection program, provided that the survivor was listed as an eligible dependent on record prior to the onset of disability.

The definition of "domestic partner" for this purpose will parallel the definition used by LACERA.

Subject to negotiations, the County reserves the right to protect the financial integrity of the LTD Health Plan through design changes, changes in employee funding requirement, or other measures. This program will sunset with the termination of the CCU fringe benefit MOU unless continuation of the program is specifically agreed to in a successor MOU.

ARTICLE 7 INJURY LEAVE

Section 1.

The parties agree that the benefits for persons injured in the course of employment who are not covered by Section 4850 of the Labor Code shall be those set forth in Section 6.20.070 of the County Code and that such benefits shall provide for the following:

A. The sum of benefits prescribed by the Worker's Compensation Laws of the State of California plus benefits provided by said Section 6.20.070 and earnings from other employment shall equal 70% of an employee's base salary for a period not to exceed one year from the date of injury or the length of his/her continuous service prior to the date of injury, whichever is less. In no event, however, shall an employee receive less than the benefits required under the law.

B. If an employee charges an absence due to work-related injury to full-pay sick leave, vacation, accumulated overtime, or accumulated holiday time pending a determination as to the compensability of said injury, he/she shall, in the event said injury is determined to be compensable, be entitled to have 70% of such benefits restored. The remaining 30% having been used to provide a higher benefit than is authorized for injury leave shall not be restored. For purposes of this Section, restorable time shall be calculated to the nearest 15-minute increment.

C. From the time an injury is determined to be compensable until either one year from the date of injury, or the length of the employee's continuous service prior to the date of injury, whichever is less, an employee may not use any other leave benefits to supplement benefits described in this Article.

D. Nothing herein shall prevent an employee from using leave benefits to supplement Workers' Compensation benefits available after one year from the date of injury, or the length of his/her continuous service prior to the date of injury, whichever is less.

Section 2.

Notwithstanding paragraph (A) of this Article, the parties agree that any person employed on a daily recurrent basis as an Ocean Lifeguard (Item No. 2923E) or on an hourly recurrent basis as a Lake Lifeguard, Parks and Recreation (Item No. 2948H) shall be entitled to receive the benefits set forth in paragraph (A) for a period not to exceed one year from the date of injury or a period equal to the employee's cumulative active service performed on or after July 1, 1985, whichever is less.

ARTICLE 8 THE CHOICES PLAN

Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code that the Choices Plan be continued during the period January 1, 2016, through December 31, 2018, as set forth in Attachment A.

Section 2.

The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code that the County contribution toward health insurance for certain temporary and recurrent employees who are not eligible for the Choices Plan be continued during the period January 1, 2016, through December 31, 2018, as set forth in Attachment B.

Section 3.

The Labor and Management Committee which jointly administers the benefits provided to employees through the Choices Benefit Plan (Plan) shall be known as the Employee Benefits Administration Committee (EBAC).

EBAC shall be comprised of five Labor Representatives designated by the Coalition of County Unions (Coalition) and five Management Representatives designated by the Chief Executive Officer (CEO).

EBAC shall have the authority, subject to CEO and Board of Supervisors approval when required, to:

a) Develop its own internal procedures, including the scheduling of meetings and reports of contacts with insurance carriers.

b) Negotiate annual renewals with carriers of County-sponsored Choices insurance plans regarding premium rates and benefit plan design for all benefits provided to employees under the Choices Plan. In addition, the parties agree that EBAC will continue to develop strategies to mitigate future health insurance premium increases.

c) Review utilization and claims experience of all County-sponsored Choices benefit plans, which may require access to all relevant reports, and face to face discussions with both providers and the appropriate agencies. This does not preclude the Committee from requesting similar information for other plans.

d) Engage its own consultant. If it does, the cost of such consultant shall be negotiated by the County and the Coalition, respectively.

Members may use their individual resources to analyze, research, and develop recommendations to EBAC regarding new benefit plan options.

EBAC shall develop and have responsibility for administering a communications program to educate employees about utilization of the County-sponsored health plans.

Retiree Health Committee

Thirty days following Board approval of the Coalition's Fringe Benefit MOU, EBAC will meet to develop and make joint labor-management advisory recommendations to mitigate and control the cost of future retiree health insurance. The recommendations shall be submitted to the CEO no later than July 1, 2007. The CEO shall review the Committee's recommendations and prepare an analysis and report to the Board of Supervisors for review and consideration.

The Coalition reserves its right to negotiate with the County any Retiree Health recommendation that affects wages, hours, and other terms and conditions of employment.

Plan Design Changes

The Coalition and the County adopts and incorporates by reference herein the Cost Mitigation Goals and Objectives dated December 14, 2006.

EBAC shall use the Cost Mitigation Goals and Objectives as a guideline in the development and design of benefit plans.

Affordable Care Act Excise Tax Committee

The parties agree to establish the Affordable Care Act Excise Tax Committee (ACA Committee).

1. The purpose of the ACA Committee will be to review options to mitigate the impact of the Excise Tax imposed by the Affordable Care Act on County employee health care programs effective January 1, 2018 and to develop a joint recommendation to the CEO.

2. The Committee will be comprised of five (5) County representatives selected by the CEO and five (5) representatives selected by the Coalition. By mutual agreement, the Committee may elect to expand the number of committee members to include other interested parties who are not members of the Coalition.

3. The County and the Coalition may contract with their own respective consultants to serve in an advisory capacity only (i.e., consultants will not be members of the ACA Committee). Each party shall bear the cost of its respective consultant.

4. The ACA Committee will begin meetings within 90 days following Board approval of the Coalition's Fringe Benefit MOU. The final recommendations shall be presented to the CEO for review and analysis no later than March 1, 2017.

ARTICLE 9 RENTAL RATES

Section 1.

The parties agree to recommend to the County's Board of Supervisors that the monthly rental rates for employee-occupied County housing shall be as follows:

Rate Effective Address:	10/01/06
Rancho Los Amigos Hospital, Downey	
12713 Erickson Avenue	169.93
7440 Flores Street	147.38
7443-4-5 Flores Street	147.38
7419 Golondrinas	132.17
7415 Golondrinas	132.17

Address:

Public Works

Site	Property No.	Rate Effective 10/01/06
Puddingstone Reservoir	694	127.93
Puddingstone Reservoir	473	104.65
San Dimas Dam	438	86.28
San Dimas Dam	465	86.72
Cogswell Dam	439	81.43
Cogswell Dam	668	78.10
Cogswell Dam	728	94.77

Public Works

Site	Property No.	Rate Effective 10/01/06
San Gabriel Dam	717	94.77
San Gabriel Dam	735	94.77
San Gabriel Dam	315	89.72
Big Dalton Dam	769	106.34
Pacoima Dam	251	89.72
Pacoima Dam	553	89.72
Big Tujunga Dam	339	81.43
Big Tujunga Dam	689	89.72
Santa Anita Dam	303	83.07
Devil's Gate Dam	506	112.99
Morris Dam		94.77

Address: Site	Rate Effective 10/01/06
Department of Parks and Recreation	
1418 Descanso Drive, La Canada 91001	220.50
5441 Palm, La Canada	143.51
Department of Parks & Recreation	
Vasquez Rocks 10700 West Escondido Canyon Road., Agua Dulce	231.53

Address: Site	Rate Effective 10/01/06
Internal Services Department	
12441 Osborne Street, Pacoima	151.04
Address:	
Public Works	
14765 E. Ramona Blvd., Baldwin Park	82.25
5550 West 83rd Street, Los Angeles	91.40
Mt. Wilson	45.68

ARTICLE 10 BILINGUAL PAY

The parties agree to recommend to the County's Board of Supervisors that said Board increase the additional compensation which may be received, if all the conditions enumerated in Section 6.10.140 of said code are met from $80.00 per month ($40.00 per pay period) to $100.00 per month, ($50.00 per pay period) effective January 1, 2001.

The parties further agree to recommend to the County's Board of Supervisors that effective January 1, 1992, said Board adopt and implement through amendment to County Code Section 6.10.140 that temporary and recurrent employees who meet the conditions stated in said County Code shall be eligible to receive bilingual pay.

ARTICLE 11 PAY DAYS

The parties agree that employees will be paid base pay, bonuses, overtime, and any other compensation on a semi-monthly basis. Employees will be paid on the thirtieth day of the month for services rendered from the first day through the fifteenth day of the month, and on the fifteenth day of the succeeding month for services rendered from the sixteenth day through the last day of the month. Employees will be paid on the last day of February for services rendered from the first day through the fifteenth day of February. If a day to be paid falls on a Saturday, Sunday, or a holiday, the payday will be the immediately preceding regular workday.

ARTICLE 12 SICK LEAVE

Section 1.

Effective with the pay period ending April 15, 2012, the Sick Leave Pay Period Accrual Rate shall be as follows:

Rule 1. For employees authorized 64 or 80 hours of Sick Leave per calendar year and assigned to a 40-hour workweek, the Sick Leave Pay Period Accrual Rate shall be four hours and 21 minutes (4:21) per pay period.

Rule 2. For employees authorized 64 hours of Sick Leave per calendar year and assigned to a 56-hour workweek, the Sick Leave Pay Period Accrual Rate shall be six hours and 32 minutes (6:32) per pay period.

Rule 3. For employees authorized 96 hours of Sick Leave per calendar year and assigned to a 40-hour workweek, the Sick Leave Pay Period Accrual Rate shall be four hours and 21 minutes (4:21) per pay period.

Rule 4. For employees authorized 96 hours of Sick Leave per calendar year and assigned to a 56-hour workweek, the Sick Leave Pay Period Accrual rate shall be six hours and 32 minutes (6:32) per pay period.

The aforementioned rates replace the accrual methods formerly utilized under the Countywide Timekeeping and Personnel Payroll System (CWTAPPS). Retroactive adjustments which encompass pay periods prior to the pay period ending April 15, 2012 will be made using the rates formerly in effect under CWTAPPS.

All other provisions prior to eHR implementation and not related to accrual remain the same as described in Sections 6 and 7 of this Article.

Section 2.

The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation through amendment to said County Code that during the term of this agreement only, full-time, permanent employees may be paid for unused full pay sick leave as follows:

a) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2016, through June 30, 2016, and if, by June 30, 2016, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2016.

b) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2016, through December 31, 2016, and if, by December 31, 2016, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2016.

c) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2017, through June 30, 2017, and if, by June 30, 2017, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2017.

d) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2017, through December 31, 2017, and if, by December 31, 2017, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2017.

e) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2018, through June 30, 2018, and if, by June 30, 2018, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2018.

Further, an employee who elects to receive payment for unused sick leave as provided in this Article, shall make his/her election known in a manner prescribed by management within one month following the date said employee qualifies for said payment.

Section 3.

For purposes of this Article, a day of full-pay sick leave shall be defined as:

a) Eight (8) hours for persons employed on a forty (40) hour per week basis.

b) A pro rata portion of eight (8) hours in the case of one-half time or more permanent employees.

c) Twelve (12) hours for persons employed on a fifty-six (56) hour per week basis in the Probation Department, the Fire Protection Districts, and the Forester & Fire Warden's Department.

d) Eleven (11) hours for all other persons employed on a fifty-six (56) hour per week basis.

Section 4.

The parties further agree to recommend to the County's Board of Supervisors that Section 6.20.040 of the County Code shall continue to provide part pay sick leave benefits based on length of service. Such benefits shall be at the rate of 65% and 50% pay and shall be available for use subject to the conditions and limitations set forth in said County Code.

Section 5.

Notwithstanding Sections 1 and 2 of the Article, the parties agree that any person employed on a daily recurrent basis as an Ocean Lifeguard (Item No. 2923E) or on an hourly recurrent basis as a Lake Lifeguard, Parks and Recreation (Item No. 2948H) or Senior Lake Lifeguard, Parks and Recreation (Item No. 2949H) shall earn and accrue full-pay sick leave at the rate of one day (8 hours) of full-pay sick leave for each 22 days (176 hours) of cumulative active service rendered on or after July 1, 1981, in the case of Ocean Lifeguards and July 1, 1985, in the case of Lake Lifeguards, Parks and Recreation and July 1, 1987, in the case of Senior Lake Lifeguards, Parks and Recreation.

The parties further agree that any such person who is reinstated pursuant to Civil Service Rules following a release from recurrent status shall be entitled to have restored to him/her any previously earned and unused full-pay sick leave; provided, however, that such leave shall otherwise be deemed available for use in accordance with the same conditions and limitations that affect full-pay sick leave benefits earned and accrued by other eligible employees.

Section 6.

Notwithstanding the provisions of Section 1 above, full pay sick leave was formerly earned and accrued as follows:

Employees hired prior to July 1, 1986, shall, effective January 1, 1994, earn 0.050 of an hour of full pay sick leave (0.075 of an hour for employees working a 56 hour shift) for each qualifying hour of service during a pay period. Qualifying hours include all active service hours, but do not include regular days off or overtime. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year. Employees will no longer receive a lump of sick leave on January 1 of each calendar year.

Such employees will receive, on January 1, 1994, a number of days of special usage only sick leave on a one-time only basis. This number of days is equal to such employees' annual maximum number of full pay sick leave days. This special sick leave can be used only after all other full pay sick leave subject to 50% payoff at termination is used, (that sick Leave earned on or after January 1, 1971), but may be used before full pay sick leave subject to 100% payoff is used (that sick leave earned prior to January 1, 1971). This special sick leave is not paid off at termination. Upon termination, an employee who otherwise qualifies for payoff of unused full pay sick leave is, in addition to all previously accrued and unused full pay sick leave, paid off for 50% of his or her current annual maximum number of sick leave days less any full pay sick leave taken in the year of termination.

Employees hired on or after July 1, 1986, shall, effective upon the implementation of phase 2 of the County-wide Timekeeping and Payroll-Personnel System (CWTAPPS) earn 0.050 of an hour (0.075 of an hour for employees working a 56 hour shift) for each qualifying hour of service worked during a pay period. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year.

Section 7.

The parties acknowledge that the following modifications to the County's full-pay sick leave program were agreed to in the 1985-87 Fringe Benefit Memorandum of Understanding between the Coalition and the County and the parties agree that said modifications shall be continued during the term of this Memorandum of Understanding.

a) Employees Hired Prior to July 1, 1986: Employees hired prior to July 1, 1986 who are otherwise eligible to earn sick leave benefits shall earn and accrue full-pay sick leave in accordance with the following:

1) Effective January 1, 1986, each eligible employee with less than 12 months aggregate service shall earn one day of full-pay sick leave for each 30 cumulative days of "active service" commencing from the date of hire; provided, however, that such leave shall not be credited to the books until the first day of the month following the completion of said active service. "Active service" shall mean (i) compensated service arising from continuous active on-the-job performance of an employee's assigned duties, and/or (ii) any authorized paid leave of absence. In no event shall active service include any period during which an employee is receiving only those benefits authorized by the Workers' Compensation Laws of the State of California unless such benefits are authorized by Section 4850 of the California Labor Code.

b) On the first of January following the completion of 12 months of continuous service, each eligible employee shall be credited with full-pay sick leave in accordance with the following table:

Sick Leave Days Earned	Number of Calendar Days of Active Service Required: Full-Pay Monthly Employees	Number of Calendar Days of Active Service Required: Daily Employees
1	30	21
2	60	42
3	90	64
4	120	85
5	150	107
6	180	128
7	210	150
8	240	171
9	270	192
10	300	214
11	330	235
12	358	255

The provisions of this subparagraph (2) shall (I) apply in lieu of the provisions of subparagraph (1) for employees with the requisite service, and (ii) apply to all full-pay sick leave that is earned and accrued on or after January 1, 1987, by such employees including full-pay sick leave that would otherwise have been earned and credited to the books on January 1, 1987, on the basis of qualifying service performed in calendar year 1986.

c) Employees hired on or after July 1, 1986: Employees hired on or after July 1, 1986, who are otherwise eligible to earn sick leave benefits shall earn and accrue full-pay sick leave in accordance with the following:

1) Subject to the limitations set forth in subparagraph (2) below, each eligible employee shall earn and accrue one day of full-pay sick leave for each calendar month in which he/she completes at least 16 days of active service (or 11 days of active service in the case of daily employees). Each day of earned full-pay sick leave shall be credited to the books on the first day of the calendar month following the month in which it was earned.

2) A sick leave anniversary date shall be established for each employee based on his/her date of hire. This shall be accomplished in identical fashion to the way each employee's vacation anniversary date is established (i.e., anniversary date falls on the first day of the month of hire if employee is hired between the 1st and 15th of the month or on the first day of the month following hire if employee is hired between the 16th and the end of the month). During the 12-month period preceding each anniversary date, no employee shall earn full-pay sick leave in amounts that exceed the amounts shown in the following table:

Sick Leave Anniversary Date	Maximum Number of Full-Pay Sick Leave Days That May Be Earned During Preceding 12 Months
1st	10
2nd	11
3rd	11
4th	11
5th and beyond	12

Section 8. Personal Leave

Beginning January 1, 2007 , employees may use up to 96 (ninety-six) working hours (up to 144 working hours for those employees employed on a 56-hour workweek) of accrued full-pay sick leave in any one calendar year for personal reasons pursuant to County Code Section 6.20.030 A(2).

It is understood and mutually agreed that all employees covered by this MOU shall be entitled to use all Sick Personal days provided for herein.

ARTICLE 13 PAYING OFF TIME CERTIFICATE

After an employee leaves County service, he/she shall be paid for any unused and payable sick leave, accumulated holiday time, and vacation time at the workday rate of pay in effect on the employee's last day of County Service. Such payment shall be made in one lump sum payment within 30 days, without interest, or as soon as practicable, thereafter. Payment for accumulated overtime shall be made on the same basis.

Employees, other than those laid off due to a reduction in work force, who are later reemployed or reinstated by the County shall be considered new employees in all respects with regard to service, compensation, and benefits.

Any full-time, permanent employee who has at least six months continuous service and is laid off pursuant to Civil Service Rules with less than 10 business days' notice, shall be eligible to receive, at the employee's option, one-half of any earned base pay remaining on the books as of the employee's last day of County service. Upon the employee's request to the appointing authority, such payment shall be made within five (5) business days following the employee's last day of County service. The employee's departmental payroll Section shall submit the appropriate payroll information to the Auditor-Controller within two (2) business days from the date of the employee's request.

ARTICLE 14 MEAL RATES

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following meal rates to be paid by those persons who purchase meals in County institutions:

	Effective 10/01/06
Breakfast	$2.00
Lunch	$2.50
Dinner	$3.00

All employees who are currently provided free meals by the County shall continue to receive free meals for the term of the Memorandum of Understanding.

ARTICLE 15 VACATION

Section 1.

Effective with the implementation of Phase 3 of eHR for the pay period ending April 15, 2012, vacation shall be earned and accrued on a pay period basis for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before the implementation of eHR. Employees will also accrue the higher rate and additional hours of vacation to which the employee is entitled as a result of his/her length of service on his/her respective anniversary hire date.

Effective with the pay period ending January 15, 2016, vacation will be accrued according to the following eHR rates:

Table 1. **Vacation Accrual Rates for 40 hour Employees**

Vacation Years of Service	Vacation Pay Period Accrual Rate *(hours:minutes)*	Maximum Hours
Less than 4 years	3:35	80
4 to less than 9 years	5:14	120
9 to less than 10 years	5:35	128
10 to less than 11 years	5:55	136
11 to less than 12 years	6:16	144
12 to less than 13 years	6:37	152
13 to less than 20 years	6:58	160
20 to less than 21 years	7:19	168
21 to less than 22 years	7:40	176
22 to less than 23 years	8:00	184
23 to less than 24 years	8:21	192
24 years or more	8:42	200

Maximum Carryover = 480 Hours
Maximum In-Service Payout = 160 Hours

Table 2. **Vacation Accrual Rates for Probation 56-hour Employees**

Vacation Years of Service	Vacation Pay Period Accrual Rate *(hours:minutes)*	Maximum Hours
Less than 4 years	4:58	112
4 to less than 9 years	7:19	168
9 to less than 11 years	8:22	192
11 to less than 13 years	9:24	216
13 to less than 20 years	9:45	224
20 to less than 21 years	10:14	235
21 to less than 22 years	10:42	246
22 to less than 23 years	11:14	258
23 to less than 24 years	11:42	269
24 years or more	12:11	280

Maximum Carryover = 672 Hours
Maximum In-Service Payout = 224 Hours

Table 3. **Vacation Accrual Rates for Fire Department 56 hour Employees**

Vacation Years of Service	Vacation Pay Period Accrual Rate *(hours:minutes)*	Maximum Hours
Less than 4 years	6:32	144
4 to less than 10 years	8:27	192
10 to less than 12 years	9:40	216
12 to less than 20 years	10:46	240
20 to less than 21 years	10:58	252
21 to less than 22 years	11:30	264
22 to less than 23 years	12:00	276
23 to less than 24 years	12:32	288
24 years or more	13:03	300

Maximum Carryover = 480 Hours
Maximum In-Service Payout = 240 Hours
Maximum Accrual = 720 Hours (for BUs 601, 602, 641 and 642)

Table 4. Vacation Accrual Rates for Fire Department 40 hour Employees

Vacation Years of Service	Vacation Pay Period Accrual Rate *(hours:minutes)*	Maximum Hours
Less than 4 years	3:35	80
4 to less than 9 years	5:14	120
9 to less than 10 years	5:35	128
10 to less than 11 years	5:55	136
11 to less than 12 years	6:16	144
12 to less than 13 years	6:37	152
13 to less than 20 years	6:58	160
20 to less than 21 years	7:19	168
21 to less than 22 years	7:40	176
22 to less than 23 years	8:00	184
23 to less than 24 years	8:21	192
24 years or more	8:42	200

Maximum Carryover = 320 Hours
Maximum In-Service Payout = 160 Hours
Maximum Accrual = 480 Hours (for BUs 601, 602, 641 and 642)

Retroactive adjustments which encompass pay periods prior to the pay period ending April 15, 2012 will be made using the rates in effect under CWTAPPS.

Prior to the implementation of eHR Phase 3, vacation was earned and accrued under CWTAPPS as described below:

Each employee otherwise eligible to receive paid vacation shall be credited with that amount of time earned since the employee's last vacation anniversary date. The only exception to this March 1, 1993, posting is for new employees who have not completed one year's service. For such employees, the pro-rata share of vacation will be posted as reserve time and not be available for use until the employee completes one year. At that time, all the March 1, 1993, time plus accrued time since March 1, 1993, will be available for use. Subsequently, such employee will accrue additional vacation each pay period based on the accrual tables listed below for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before implementation of CWTAPPS.

Table 1a. Vacation for 40 hour employees:

Years of Service	Vacation Accrual Rate	Maximum Hours
0-4 years	0.041	80
4-9 years	0.060	120
9-10 years	0.064	128
10-11 years	0.068	136
11-12 years	0.072	144
12-13 years	0.076	152
13 years or more	0.080	160

Table 2a. Vacation for 56 hour Probation employees:

Years of Service		Vacation Accrual Rate	Maximum Hours
0-4	years	0.057	112
4-9	years	0.084	168
9-11	years	0.096	192
11-13	years	0.108	216
13	years or more	0.112	224

Table 3a. Vacation for Fire Department 56 hour employees:

Years of Service		Vacation Accrual Rate	Maximum Hours
0-4	years	0.075	144
4-10	years	0.097	192
10-12	years	0.111	216
12	years or more	0.122	240

Section 2.

Effective with the implementation of Phase 3 of eHR for the pay period ending April 15, 2012 and at the end of each calendar year thereafter, an employee shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 480 hours.

Effective with the pay period ending January 15, 2016 and at the end of each calendar year, 40 Hour employees shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 480 hours to a maximum in-service payout of 160 hours. Probation Department 56 Hour employees shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 672 hours to a maximum in-service payout of 224 hours. Fire Department 56 Hour employees shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 480 hours to a maximum in-service payout of 240 hours and Fire Department 40 Hour employees shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 320 hours to a maximum in-service payout of 160 hours. Such excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day of the calendar year.

Section 3.

Nothing in this Article diminishes the department head's authority to grant, schedule, and defer vacation time.

ARTICLE 16 BEREAVEMENT LEAVE

Section 1.

The parties agree to recommend to the County's Board of Supervisors that bereavement leave shall be as defined and provided for in the County Code in the event of death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, great grandfather, great grandmother, grandchild or domestic partner, and domestic partner's father, mother, stepfather, stepmother, child, stepchild, and grandchild.

The parties further agree that if an employee is required to travel a minimum of 1500 miles one way, he or she shall be eligible to receive 2 additional working days of bereavement leave. Effective January 1, 1999, if an employee is required to travel a minimum of 500 miles one way, he or she shall be eligible to receive 2 additional working days of bereavement leave. In addition, the employee shall be allowed use of other paid or unpaid leave if one-way travel over 500 miles is required.

ARTICLE 17 HOLIDAYS

Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors for adoption and implementation through amendment to the County Code that the following dates be observed as holidays during the term of this agreement:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	Last Monday in March (effective 2017)
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas	December 25

Section 2.

In the event an employee covered by this agreement is scheduled to work a named holiday on or after January 1, 1996, such holiday may be accrued and taken off at a time chosen by the employee, subject to the approval of management. All unused holiday time, not taken after two years from the date of the individual holiday, may be paid at the employee's current rate at the option of management. All accrued holiday time shall be paid at the employee's current rate when the employee separates from County service.

ARTICLE 18 DEFERRED COMPENSATION AND THRIFT PLAN

Section 1.

The parties have mutually agreed to the provisions of the Deferred Compensation and Thrift Plan ("Plan"), also known as Horizons, which is fully set forth in Chapter 5.25 of the County of Los Angeles Code as it was restated on August 19, 2003. With respect to employees covered by this Memorandum of Understanding, the Plan provides benefits mutually agreed upon by the parties. The parties intend that Horizons shall operate as an eligible deferred compensation plan pursuant to Section 457 of the Internal Revenue Code and other applicable laws.

Section 2.

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

A. The provisions of Chapter 5.25 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,

B. The monthly matching contributions provided in Section 5.25.050 of the Plan, beginning on January 1, 2001, shall be dollar-for-dollar to a maximum of 4% of the participant's compensation, as defined in the Plan.

C. As set forth in Section 5.25.050 of the Plan, this Memorandum of Understanding provides for a dollar cap on matching County contributions and said cap establishes an annual expenditure limit that operates on a July 1 to June 30 cycle as set forth below:

The General County plus special fund and special district contributions provided by the Plan for represented employees shall not exceed $121 million for fiscal year 2013/2014 and &130 million for fiscal year 2014/2015. Any unspent monies will be carried over to the next fiscal year. Beginning July 1, 2015 there will be no cap on the County Contribution.

D. To the extent that employees represented Coalition of County Unions are impacted, the termination of the Horizons Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.

E. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by Coalition of County Unions be covered by Social Security.

F. In the event that applicable law is changed to require the Plan be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are Coalition of County Unions.

Section 3.

It is agreed between the parties that any conflict between this Article and the Horizons Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

ARTICLE 19 WELLNESS

The parties agree that during the term of this Memorandum of Understanding they will actively cooperate in developing an employee wellness program. Said program shall include but not be limited to: smoking cessation, weight control, stress management, and diet control. Further, the parties agree that such a program shall be the responsibility of the Joint Labor-Management Advisory Committee on Productivity Enhancement (Committee), and that the County will absorb any ISD cost involved in the conduct of health fairs sponsored by the Committee.

ARTICLE 20 JOINT LABOR-MANAGEMENT ADVISORY COMMITTEE ON PRODUCTIVITY ENHANCEMENT

The parties agree to recommend to the County's Board of Supervisors that the Advisory Committee on Productivity Enhancement established by said Board of Supervisors continue to function during the term of this agreement.

ARTICLE 21 SOCIAL SECURITY RELATED ENHANCEMENT OF BENEFITS

Section 1.

The parties acknowledge that the items set forth below were negotiated and implemented as a result of the 1983 fringe benefit negotiations between the County and the Coalition:

An increase in the amount of the health insurance premium paid by the County

A County-administered savings plan for Retirement Plans A-E

Reopening of Retirement Plans D and E

The applicability of Internal Revenue Code Section 414(h)(2) to employee retirement contributions

Health insurance for retirees

A Long-Term Disability program for Retirement Plans A-D

Section 2.

Further, the parties acknowledge that the following items were negotiated during said 1983 fringe benefit negotiations:

Continuation of retirement subsidy through August 31, 1985

Life insurance and disability coverage

Survivor's benefits

Life insurance and supplements

Medicare

Continuation of dependency coverage in health insurance plans

Continuation of COLA levels for Retirement Plans A-D

Continuation of COLA levels for Plan E, LTD and survivors

Reverting to nonintegrated contribution rates in Retirement Plan A-D for employees impacted by Social Security withdrawal

Two-year early retirement credit

Parity of benefits for Retirement Plan D and E

Long-Term Disability

No Long-Term Disability offset

Elimination of 3-day injury leave waiting period

Complete restoration of injury leave benefits

Annual enrollment periods for County-sponsored health insurance plans

Continuation of health insurance coverage to employee during I.A. or extended sick leave

Payment of health insurance premium for laid-off employees

County-paid dental insurance coverage

Dental coverage to County employees regardless of status

Annual dental insurance enrollment

Enhancement of dental insurance to include orthodontic, prosthodontic, and cosmetic coverage

Full dental coverage for employees on I.A., sick leave, or lay off

Increases in sick leave accrual

Enhancements to sick leave

Section 3.

In the event Los Angeles County rejoins the Social Security System, the Retirement and Benefit enhancements program herein may be terminated by the Board of Supervisors.

LTD Program for Retirement Plans A-D

Tax-deferred contributions

Thrift Plan

Safety Net

Health insurance enhancements for retirees

The parties acknowledge and agree that the aforementioned items are Social Security related enhancement benefits which were negotiated at the Fringe Benefit Table as a result of combining the Social Security and the Fringe Benefit Tables.

Notwithstanding the foregoing, the parties agree that, in the event the County re-enters the Social Security System, there will be no change in the LTD Plan as it pertains to General Members in Retirement Plans A through D, tax deferred retirement contributions provided pursuant to Section 414(h)(2) of the Internal Revenue Code, the Thrift Plan, "Safety Net" benefits provided pursuant to Chapter 5.39 of the County Code, or health insurance for retirees until the parties have completed the meet and confer process regarding any proposed change.

ARTICLE 22 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 the Coalition or any of its organizations 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 23 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 Executive Officer or his/her duly authorized representative [Address: 500 West Temple Street, Los Angeles, California 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. Coalition's principal authorized agent shall be the current Chairperson of the Coalition of County Unions, of the Department of Public Employee Unions, Los Angeles County Federation of Labor, AFL-CIO (Address: - 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754, Telephone: (323) 261-3010) 2 Cupania Circle, Monterey Park, CA 91755, Telephone: (323) 213-4005).

ARTICLE 24 PROVISIONS OF LAW

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

ARTICLE 25 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Where a Full Understanding, Modifications, Waiver Article is included in a separate Memorandum of Understanding applicable to a recognized employee representation unit, it shall apply to this Memorandum of Understanding.

ARTICLE 26 ARBITRATION OF GRIEVANCES

Wherever a provision for binding arbitration of grievances is included in the Grievance Procedure of a separate Memorandum of Understanding, it shall be applicable to the provisions of this Memorandum except any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider, or the County an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier or provider.

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

Non-Discrimination

Implementation

Term

Renegotiation

Authorized Agents

Provisions of Law

ARTICLE 27 CIVIC CENTER PARKING

Section 1.

Effective October 1, 1990, the County will begin to implement a fee for parking in all Civic Center parking lots. County employees assigned to the Civic Center area who are not mileage permittees will be charged a fee for parking in one of the County's Civic Center parking lots. The parking fees are as follows:

- Reserved spaces in the following lots shall be charged at $155.00 per month plus the traffic mitigation allowance: Lots 18, 29, 10, 17 and 20A.

- Preferred Lots - $50 per month plus the traffic mitigation allowance. This includes currently available Lots 10, 12, 17, 18 Upper and Lower, 20, 20A, and 29.

- General Lots - $20 per month plus the traffic mitigation allowance. This includes currently available Lots 13, 15, and 21.

- Outlying Lots - $0 charge to the employee over the transportation allowance and includes shuttle service. This includes currently available Lots 45 and 58.

Participation in the Plan shall entitle an eligible employee to park in a County parking lot if he/she has been assigned to do so by the department head and is required to use the traffic mitigation allowance toward payment of this parking fee.

Section 2.

To encourage County employees assigned to the Civic Center area who are not mileage permittees to use alternative means of transportation, the County will provide each such permanent County employee a monthly traffic mitigation allowance and begin deductions for a balance of parking fees which may be individually first reflected on their November 15, 1990 pay stub. The traffic mitigation allowance will be $70.00 per month. The traffic mitigation allowance shall only be provided to day shift County employees who are not mileage permittees (see below). Non-day shift County employees may park for free and will not be entitled to the traffic mitigation allowance. Permanent County employees are those employees encumbering and holding the item letter designation of A. L. or N. The definition of a day shift for the purpose of this article only is a shift which begins at or after 6 A.M. or at or before 2 P.M. The definition of a non-day shift for the purpose of this article only is a shift which begins after 2 P.M. or before 6 A.M.

Temporary employees are not entitled to the traffic mitigation allowance. At the discretion of each department head, parking permits may be sold to temporary employees at the same cost as permanent employees.

Section 3.

The County of Los Angeles will advance to the Joint Labor Management Committee on Productivity Enhancement up to $200,000.00 each year of the term of this agreement. These funds shall be used for the specific purpose of enhancing alternative transportation systems, such as shuttle services, van pools, car pools, bicycle parking, other transit services and guaranteed ride home services. This Labor Management Committee shall have supervisory responsibility over the Civic Center parking program and alternative transportation systems for Civic Center County Employees.

All revisions or enhancement proposals shall be submitted to this Labor Management Committee for approval and recommendation for implementation to the CEO. Expenditure approvals shall require the signatures of both the Chairman and Vice-Chairman of the Committee.

Section 4.

Mileage permittees will be provided free parking in Civic Center parking lots. Parking lot assignments will be determined by management, giving consideration to critical County functions.

When non-mileage permittees are ordered by management to occasionally use their automobiles during their course of employment, management shall reimburse them for Civic Center parking expenses.

Section 5.

County employees participating in departmental authorized double shifts or whose assigned work shifts start before 6 a.m. or after 2 p.m. will be entitled to free parking. These County employees are not entitled to the transportation allowance.

The definition of a double shift for the purpose of this article only is a shift wherein two employees work non-overlapping shifts sharing one office space and one parking space.

Section 6.

It is mutually understood that this Civic Center parking program and all the provisions set forth above shall be revenue neutral to the County of Los Angeles. Any surplus revenues generated by the program shall be used for enhancements of the program, as provided in Section 3, by the Joint Labor Management Committee on Productivity Enhancement. Nothing herein shall be construed as a guarantee to retain the above currently available parking lots or parking spaces for County employees.

Section 7.

The Labor Management Committee on Productivity Enhancement shall review on a case-by-case basis justifiable requests made by either the departments or employee organizations to change the application of this plan to groups of employees. The first group to be considered for free parking are those employees assigned Cold Plate and E Plate County vehicles.

Section 8.

Civic Center employees required to work on weekends shall enjoy free parking for the weekend days worked. Employees participating in rotational shifts in the Sheriff's Department assigned to a jail in the Civic Center are exempt from the traffic mitigation allowance and will receive free parking.

Section 9.

Notwithstanding the above, on or after June 30, 2001, the parties agree to meet and confer should management propose to discontinue the Civic Center Parking and Transportation Program during the term of this agreement.

Section 10.

During the term of this MOU the parties agree to meet in a joint labor management forum to discuss commuting problems.

ARTICLE 28 SICK PERSONAL FOR TEMPORARY EMPLOYEES

The parties agree that daily and hourly temporary employees shall continue to be eligible to receive paid leave in accordance with the following provisions:

1) Sick Personal Leave (Payable)

A. Eligibility

Any temporary employee subject to this Memorandum of Understanding who is employed exclusively on an hourly as-needed ("F" item) or hourly recurrent ("H" item) basis during the calendar years 2016-2018 shall be eligible for Sick Personal Leave (Payable) pursuant to this Article.

B. Earning and Accrual of Leave

An eligible employee shall earn Sick Personal Leave (Payable) to a maximum of 48 hours and may carry over the hours to any subsequent year based on the following accrual rate: 1 hour of Sick Personal Leave (Payable) for every 30 hours worked.

C. Use of Sick Personal Leave (Payable)

24 hours of accrued Sick Personal Leave (Payable), may be taken off per calendar year, subject to prior approval of Management for personal reasons pursuant to County Code Section 6.20.030 A(2). Sick Personal Leave (Payable) may also be taken for the purpose of attending to own health care

and health care of family members as defined in Article 16, Bereavement Leave, in the CCU Fringe Benefit MOU, as well as what is defined in the Healthy Workplaces, Healthy Families Act of 2014 (which includes adopted or foster children, stepchildren, legal ward or child to whom the employee stands in loco parentis, or a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), departmental requirements for prior approval will be applied only to the extent practicable.

D. Pay for Unused Sick Personal Leave (Payable)

An employee may, at his/her option, be paid for up to 3 Sick Personal Leave (Payable) days (24 hours), in lieu of carrying over such days, if the employee uses no Sick Personal Leave (Payable) for any reason annually. Sick Personal Leave (Payable) shall be paid off at the employee's workday rate of pay in effect at the time of payment. The remaining balance of days or the full balance of days may be carried over. Upon termination of service with the County, an employee shall receive payment for one-half of accumulated Sick Personal Leave at the employee's workday rate of pay in effect at the time of payment.

The provisions of this article (Section 1) are effective as of July 1, 2015. Special Paid Leave will terminate as of June 30, 2015. The number of Special Paid

Leave days accrued based on the number of days worked until June 30, 2015 (as stipulated in the previous Fringe agreement) shall be accredited to the employee on January 1, 2016. The employee may choose to utilize the accredited day(s) or may be paid out at the employee's work day rate in effect at the time of payment.

SICK PERSONAL LEAVE (NON-PAYABLE)

The parties agree that per session, commission, fractional and otherwise specified employees shall be eligible to receive paid leave in accordance with the following provisions:

2) Sick Personal Leave (Non-Payable)

A. Eligibility

Any employee subject to this Memorandum of Understanding, and who does not earn sick leave, non-elective leave, or special paid leave which includes employees on a per clinic, consultation or visit ("G" item) or per session ("J" item), or part-time as defined by 1/5 time ("P" item), ¼ time ("Q" item), 5/16 time ("R" item), 1/3 time ("S" item), 2/5 time ("T" item) basis, shall be eligible for Sick Personal Leave (Non-Payable) pursuant to this Article.

B. Earning and Accrual of Leave

An eligible employee shall earn Sick Personl Leave (Non-Payable) to a maximum of 48 hours and may carry over the hours to any subsequent year

based on the following accrual rate: 1 hour of Sick Personal Leave (Non-Payable) for every 30 hours worked. Any accrued hours will not be payable.

C. Use of Sick Personal Leave (Non-Payable)

24 hours of accrued Sick Personal leave (Non-Payable) may be taken off per calendar year, subject to prior approval of Management for personal reasons pursuant to County Code Section 6.20.030 A(2).

Sick Personal Leave (Non-Payable) may also be taken for the purpose of attending to own health care and health care of family members as defined in Article 16, Bereavement Leave, in the CCU Fringe Benefit MOU, as well as what is defined in the Healthy Workplaces, Healthy Families Act of 2014 (which includes adopted or foster children, stepchildren, legal ward or child to whom the employee stands in loco parentis, or a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), departmental requirements for prior approval will be applied only to the extent practicable.

Exclusions: The provisions of this Article shall not apply to anyone employed on the following items:

Item No.	Title
2923E	Ocean Lifeguard
2948H	Lake Lifeguard, Parks and Recreation
2949H	Senior Lake Lifeguard, Parks and Recreation

The provisions of this article (Section 2) are effective and to be implemented as of July 1, 2015.

ARTICLE 29 FAMILY LEAVE

The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

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

ARTICLE 30 LEAVE DONATIONS

In an effort to provide a mechanism for assisting employees who have a serious or catastrophic illness or injury, or effective January 17, 1994, who are absent due to an Emergency as declared by the Board of Supervisors; the parties agree that effective July 1, 1993, full pay sick and vacation hours may be transferred from one or more employees and donated to another employee on an hour-for-hour basis, upon the request of both the receiving employee and the transferring employee(s), and upon approval of the receiving employee's appointing authority or designee under the following conditions:

A. (1) The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee; has exhausted or will foreseeably exhaust all earned leave hours, including but not limited to, sick leave, vacation, compensatory time and holiday credits, and is therefore, facing the loss of salary and benefits.

(2) Effective January 17, 1994, employees who are absent from work due to an Emergency as declared by the Board of Supervisors will be eligible to participate in this Leave Donation program to the extent such employee has exhausted or will foreseeably exhaust all earned leave hours except full and part pay sick leave.

B. The transfers are voluntary. Transfers are to be a minimum of one (1) hour and in whole hour increments thereafter.

C. Transfers for employees who are sick or injured are made from accrued full pay sick, or vacation leave balances. All current and deferred vacation hours may be donated. However, only that portion of full pay sick leave in excess of 160 hours may be donated. Transfers for employees who are absent due to an Emergency as declared by the Board of Supervisors are limited to current and deferred vacation hours.

D. Transfers shall be allowed to cross departmental lines upon approval of the appointing authority, and/or, his/her designee in accordance with policies of the receiving departments.

E. Transfers of full sick pay hours will not count as time used and will not adversely affect an employee's right to cash in sick leave hours as provided for under Article 12, Section 2 of this MOU.

F. Transfers are irrevocable. If any donated hours remain at the end of the employee's catastrophic leave, they shall remain for the sole use of the recipient, except that if the employee dies the remaining 100 % sick leave must be returned to the donor on a “last in first out basis”.

G. The total transfer credits received by an employee shall normally not exceed 1040 hours, however, donations in excess of 1040 hours may be considered and approved by the employee's appointing authority, or his/her designee.

H. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees. Confidential medical information shall not be included in the notice.

I. Donations shall be administered according to procedures established by the Auditor-Controller and Chief Executive Officer, that are not in conflict with the provisions of this Article, and requested on a form prescribed. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

J. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee; restrict County's management rights; nor modify existing County rules, policies or agreements regarding unpaid leave of absence or parental leave.

ARTICLE 31 MILEAGE REIMBURSEMENT

Section 1. Definitions

A. "PERMITTEE" means those employees as defined in Section 5.40.190 of the County Code of the County of Los Angeles.

Section 2. Mileage Rates

A. The parties jointly agree to recommend to County's Board of Supervisors that said Board provide mileage reimbursement for mileage permittees as follows:

a) 54 cents per mile for all miles driven in a month (claiming period), effective - January 1, 2013.

B. Adjustment of Rates

The parties agree that reimbursement rates may be adjusted by the cents per mile adjustment on dates other than July 1 of each year to coincide with the adjustments in the standard mileage reimbursement rate as established by the Internal Revenue Service (IRS rate).

C. Management Rights

The department head has the right to determine which employees are required to provide a private vehicle to carry out County services.

It is agreed that Management reserves the right to require any permittee to use a County vehicle at any time.

Section 3. Damage to Personal Vehicles

The parties agree to recommend to the County Board of Supervisors that said Board extend the provisions of County Code Section 5.85 regarding reimbursement for damage to personal vehicles to all permittees covered by this MOU. In addition, effective January 1, 2001, the parties agree to recommend that the Board of Supervisors amend Section 5.85 to provide rental car coverage, to be the actual costs of such rental car, not to exceed $40.00 per day, and a 30-day limit, and towing coverage, to be the actual towing charges (and, if required, storage costs), not to exceed 50 miles in towing and $10.00 per day storage. Also, it is understood that damage which occurs in the employee,s headquarters (for mileage purposes) parking lot is covered by the insurance program described in Section 5.85 of the County Code, effective January 1, 2001.

Section 4. Personal Liability

Within 90 days from the implementation of this MOU, and annually thereafter, the County will provide to each mileage permittee a notice that the County, pursuant to the California Government Code, will provide third party liability protection for Coalition employees who drive on County business. This notice will also contain procedures for employees to follow to claim this liability protection.

Section 5. Parking Reimbursement

Employees eligible for reimbursement under the provisions of Section 2 shall be entitled to reimbursement for actual parking expenses incurred in connection with the performance of their duties during the monthly period utilized for calculation of mileage reimbursement.

Reimbursable parking expenses shall be those expenditures actually incurred by an employee for parking at a facility other than the facility designated as the employee's headquarters for purposes of mileage reimbursement. Such expenses shall not include any expenditures by the employee at any public or private parking facility when such facility is utilized by the employee for access to and from his normal place of business.

Management may impose reasonable requirements on any employee for reporting date, location, duration, reasons and cost of parking for purposes of reimbursement.

Section 6. Overpayments, Underpayments, Disputed Claims

Overpayments

The parties agree in the event overpayments on warrants for reimbursement of mileage or parking are made by County to an employee, Management will endeavor to notify the employee of the overpayment prior to making any deductions to recover such overpayments. Upon request by the affected employee, Management will endeavor to reach a mutually acceptable method of repayment.

Underpayments

When a mileage permittee does not receive reimbursement for mileage to which he would be otherwise entitled, if he notifies his Departmental Payroll Clerk within two (2) business days of receipt of his regular pay warrant that would have included mileage reimbursement the Auditor-Controller will correct the under reimbursement within three (3) business days in accordance with the regular paycheck error procedure.

Disputed Claims

In the event there is a dispute involving the number of claimed miles, the Auditor-Controller will adjust the mileage claim and reimburse the permittee the lower amount on the next scheduled payroll warrant. A copy of the adjusted claim and Notice of Adjusted Claim will be returned to the permittee.

If the permittee agrees with the adjusted amount no further action is required and the claim is considered settled. If the permittee disagrees then the permittee should complete the Notice of Adjusted Claim and return it along with the photocopy of the claim to his or her

Mileage Clerk who will then forward it to the Auditor's Office. Upon review, if it is determined by the Auditor-Controller that an adjustment is appropriate, the under reimbursement will be corrected on the following payday.

Nothing contained in the Section shall be construed as preventing Management from taking any action necessary to comply with any applicable law.

Section 7. Rationing Reopener

In the event fuel rationing is imposed by appropriate authority during the term of this agreement, the parties agree upon the written request of either the County or Coalition of County Unions, made following the announcement that rationing will be imposed, to reopen this agreement for the sole purpose of negotiations, to reach agreement on the subject of fuel rationing as it applies to employees required to use their personal autos on County business. All other provisions of this agreement shall remain in full force and effect during this period of negotiations.

Section 8.

The parties agree that upon either party's request, a Joint Labor-Management Committee will be established to discuss mileage issues.

ARTICLE 32 URINE AND BREATH ALCOHOL TESTING-REASONABLE SUSPICION ONLY

Section 1. Scope

A. This agreement shall not supersede any departmental drug/alcohol testing program which was in effect prior to this agreement or comes into effect after this agreement as a result of additional negotiations as appropriate.

Section 2. Authority

A. The County may require an employee to provide a urine specimen and undergo a breath alcohol test for analysis to detect the presence of drugs or alcohol only if there is reasonable suspicion to believe that the employee is impaired from performing his/her job as a result of drugs or alcohol.

B. The authority to require a drug/alcohol test does not eliminate nor replace the normal supervisory responsibilities for evaluating performance and initiating corrective or disciplinary action when necessary.

Section 3. Reasonable And Suspicion Defined

A. Reasonable suspicion must be based on both objective evidence and reasonable inference from such evidence that an employee's impaired performance is the result of use of drugs or alcohol. Such evidence must include observations by a trained supervisor or manager of typical indicators of intoxication or impairment caused by drugs or alcohol which are not reasonably explained as resulting from causes other than the use of drugs or alcohol.

B. Observation of the use of drugs or alcohol in conjunction with observation of typical indicators of intoxication or impairment may be considered reasonable suspicion.

C. Reasonable suspicion must be confirmed by a second supervisor, manager, or other reliable witness unless it is not possible to do so. If it is impossible to have such witness, the reason for no witness will be documented in the observation statement described in Section 3D below.

D. The supervisor or manager shall document in writing all observations which provide the basis for reasonable suspicion and this documentation shall be signed by the confirming observer, unless impossible pursuant to 3C above.

E. A copy of the signed documentation shall be provided to the employee prior to the requirement of testing. The employee shall be given an opportunity to provide a reasonable explanation other than the use of drugs or alcohol for any alleged intoxication or impairment.

F. The employee shall be informed of his/her right to representation prior to the request for an explanation or the requirement of testing. Exercising this right, however, shall not cause an unreasonable delay (usually not more than four (4) hours) in obtaining a specimen.

Section 4. Specimen Collection And Analysis

A. Program Roles Defined

1. Director of Personnel

The Director of Personnel, or his/her delegate authorized to act in his/her behalf, is designated as the County's Drug Abuse Program Director. The Drug Abuse Program Director shall have overall responsibility for County-wide coordination of this program.

2. Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician who has a knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information. The responsibility for the assignment of the appropriately qualified physician and for ensuring his/her availability is that of the Drug Abuse Program Director.

B. Confidentiality of Testing

Employees subjected to urine testing under this agreement shall be assigned a confidential test identification number. The actual collection process shall be as discreet as possible and shall respect the dignity of the employee.

C. Notification of Selection

Urine specimen collection will be done at an employee's work location or, if not appropriate, a contract medical facility, only.

The employee's immediate supervisor shall assist by arranging for employee(s) to present himself/herself for testing. The employee's immediate supervisor shall also assist by locating and securing restroom facilities that best meet the requirements of the collection procedure.

Every effort shall be made by the employee's supervisor to ensure that said testing is handled on an absolutely confidential basis, both before and after the test is administered.

D. Collection Site Privacy and Security

The actual collection process takes only a few minutes. However, because there must be rigorous controls for privacy, security and chain-of-evidence purposes, choosing the most appropriate restroom is crucial.

The restroom selected as a collection site shall be equipped with a sink to allow employees to wash their hands, a toilet, and be equipped with a stall for privacy.

During the specimen collection process, no unauthorized personnel shall be permitted in the restroom. The only authorized personnel are the employee and the Collection Team Member of the same sex. Another Collection Team Member shall remain outside the restroom and shall bar entry for the time it takes to collect and package a specimen.

E. Employee Identification, Advisory Statement and Pre-Test Declaration Form

When the Collection Site Team contacts an employee, the employee shall be ordered to present his/her County issued photo identification card or California Driver's License or California Identification Card as issued by the State Department of Motor Vehicles. If the employee is unable to present proper identification, he/she must be identified by his/her immediate supervisor.

The employee will also be ordered to complete a Pre-test Declaration form (Exhibit "A"). The form elicits information about recent use of prescription and non-prescription medications, and accidental exposure to controlled substances. The form shall contain the employee's confidential test number. It is to be placed in a sealed envelope by the employee and given to the Collection Team. The form will be destroyed without being reviewed if the results are negative.

F. Collection, Integrity and Identification of Specimen

1. Worksite Collection

After an employee has been properly identified, briefed about the reason for the test and has been ordered by a supervisor to complete the Pre-test Declaration form, the mechanics of the collection process shall be explained. The Collection Team shall require the employee to remove any unnecessary outer garment (e.g., coats, jackets, etc.) and shall visually check for signs of concealed items that might be used to adulterate or substitute a sample. Personal belongings such as briefcases, purses,

etc., must remain with the employee's outer garments. The employee shall retain control of his/her wallet.

The employee shall wash and dry his/her hands prior to providing a urine specimen. There shall be no further access to water, soap, any chemical agent, or other materials which could be used to adulterate the specimen until after it has been provided.

The Collection Team shall place a toilet bluing agent in the toilet bowl and, if the toilet is so equipped, in the reservoir tank. The purpose of this procedure is to deter the dilution of the specimen.

The employee shall be required to provide a specimen in a large, wide mouthed, easily carried, plastic non-reusable cup, unobserved and in the privacy of a stall or otherwise partitioned area. Unusual behavior shall be noted by the Collection Team on the Collection Log Sheet (Exhibit "B").

The employee will select two approved specimen bottles (samples A and B). The containers will have affixed to them specially prepared labels showing the employee's confidential identification number. The employee shall then provide a urine specimen and divide it equally between the two bottles in the presence of the Collection Team.

A minimum of 50 milliliters (1.7 fluid ounces) must be provided or the specimen will be considered incomplete. If the Collection Team determines that there is an insufficient amount of urine (less than 50 milliliters total) in the specimen bottles, additional urine shall be collected and the insufficient sample(s) shall be discarded. In this instance, the employee shall remain under the supervision of the Collection Team. The employee shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to furnish additional urine.

Immediately after a specimen collection, the Collection Team shall ensure the temperature is between 90 and 100 degrees Fahrenheit. The Collection Team shall also inspect the specimen for signs of adulteration (e.g., contaminants, color, etc.). Unusual findings should be noted in the remarks section of the Chain of Custody Form/ Collection Log Sheet.

In the presence of the Collection Team the employee shall secure lids on the specimen bottles. The Collection Team shall then seal the lids with evidence tape or labels from the Chain of Custody Form. If at the time of collection, there is reason to believe that the specimens have been diluted, adulterated, substituted, or in any way tampered with, the Collection Team shall report the matter on the Chain of Custody Form/Collection Log Sheet. The Collection Team may report those observations on the Chain of Custody Form/Collection Log Sheet, in

writing to the laboratory, which may analyze the suspect specimens. The results of those analyses shall be reported in the written laboratory report to the MRO for further action, if any is needed.

2. Alternate Collection Procedure

As an alternative to collection of the urine specimen at the worksite the employee may request, or management may require an employee to be transported to a contract medical facility listed in Exhibit C. Management may only require an employee to be transported if the collection cannot appropriately take place at the work site. Such transportation shall meet the following guidelines:

a. The employee will be driven by someone other than his/her immediate supervisor, unless the supervisor and the employee agree that the supervisor is the most suitable person.

b. Public transportation such as a taxicab may be utilized. In such case the department will provide a suitable person from the department to accompany the individual. Again, the supervisor should not be utilized unless there is agreement with the employee that the supervisor is the most suitable person.

c. Security personnel from the department or from the Office of Public Safety may also be utilized for transporting the employee to the medical facility.

d. Specimen collection at the medical facility shall conform to the guideline procedure as described in 4.F., Collection, Integrity and Identification of Specimen, herein above.

G. Refusal to Provide Urine or Breath Specimen

An employee who refuses to provide suitable samples for drug and alcohol testing shall not be subject to disciplinary action for that refusal. However, the fact of the refusal shall constitute a rebuttable presumption that the employee was under the influence of drugs and/or alcohol at the time of the order to submit to the urine test.

Note: Failure to provide a urine specimen within a reasonable period of time (usually not more than four (4) hours) may constitute a refusal to take a urine test.

H. Chain of Custody

Test specimens shall be transported to one of the laboratories listed in Section 5.B. herein using the same documented chain of custody and standard of care and safety applied to other evidence transported to that laboratory.

Sealed specimen bottles shall be placed in a locked portable container and kept under the direct control of the Collection Team until it leaves custody at the laboratory. Only the Collection Team and laboratory personnel shall possess keys to the portable specimen container.

No written remarks about container contents or test employees' identities shall be made on the container except as required by the laboratory. The Chain of Custody Form/Collection Log Sheet and Pre-test Declaration forms shall be delivered directly to the Medical Review Officer along with a copy of the documentation which provided the basis for the reasonable suspicion test. Upon delivery to the laboratory, both the transporting employee and the laboratory employee authorized to receive the specimens shall open the container. They shall obtain the Chain of Custody Form/Collection Log Sheet and note their identities in the appropriate place on the form. At this point, the laboratory assumes custody of the specimens and Chain of Custody Form/Collection Log Sheets.

A copy of the Chain of Custody Form/Collection Log Sheet shall be retained by the Collection Team.

Section 5. Laboratory Testing

A. Test Methodology

The testing methodology will be based on a laboratory examination of a urine specimen and shall meet all analytical, quality assurance and quality control standards as set by NIDA/SAMHSA.

Laboratory analyses of urine specimens shall be restricted to those tests authorized by this agreement to detect drug abuse. They shall not be used for other purposes, such as the analyses of physiological states or diseases (e.g., pregnancy, AIDS).

B. Authorized Laboratories

Only drug testing laboratories certified by the Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP) for DOT testing may be used for testing conducted under this agreement for employees represented by the Coalition:

C. Laboratory Receipt of Specimens, Chain of Evidence and Rejection Criteria

Samples received by the laboratory shall be signed in on the Chain of Custody Form/Collection Log Sheet. Each sample shall be inspected for evidence of possible tampering. The employees' confidential identification numbers will be compared with the numbers on the Chain of Custody Form/Collection Log Sheet serving as the chain of custody document.

Any evidence of any tampering, or discrepancies in the identification numbers on the samples and Chain of Custody Form/Collection Log Sheet, or in the event that the seal is broken on either sample, that there is no identification number, or the identification number is illegible, such shall be reported to the

Drug Abuse Program Director and shall be noted on the Chain of Custody Form/Collection Log Sheet. Such specimens shall not be tested.

D. Substances To Be Tested

Urine specimens may only be tested for any or all of the following:

1. Amphetamines/Methamphetamines
2. Benzodiazepines (e.g. Valium, Librium)
3. Barbiturates
4. Cocaine
5. Methadone
6. Methaqualone (e.g. Quaalude)
7. Opiates
8. Phencyclidine (PCP)
9. T.H.C. - Tetrahydrocannabinol (Marijuana)
10. Alcohol

Breath specimens may only be tested for the following:

1. Alcohol

E. Test Steps

1. Initial Screening

a. All urine specimens tested shall first go through an immunoassay screening test (EMIT) which will be used to eliminate "negative" urine samples from further testing.

Written documentation shall be maintained by the laboratory showing details of all the EMIT screening tests done under this program. These data may be reviewed by consultants to the Union. All samples that initially screen positive shall be stored in a locked freezer until confirmation studies by GC/MS are complete.

b. The breath alcohol test shall be conducted in full accordance with all U.S. Department of Transportation (USDOT) regulations relating to alcohol breath testing. Additionally, the breath test instrument operator shall be trained in accordance with USDOT regulations and the instrument shall be a properly calibrated and currently approved USDOT instrument.

2. Confirmatory Test

a. Urine specimens which were initially screened and found to be positive shall be confirmed using Gas Chromatography/Mass Spectrometry (GC/MS) quantitative techniques.

b. Breath alcohol positives will be immediately confirmed by the method approved by the U.S. Department of Transportation.

c. All employees subjected to an alcohol breath test shall be notified verbally of the results immediately upon completion of the test and then provided a written confirmation of the instrument reading.

d. Test results shall not be reported to any entity outside the County unless required by law.

3. Cut-off Levels

Cut-off levels for a positive test are either those established by NIDA/SAMHSA for the drugs for which NIDA/SAMHSA has made such recommendations, or as established through negotiations with the Coalition for those drugs on the list for which NIDA/SAMHSA has not established cut-off level(s). For purposes of this agreement, the cut-off levels are as follows:

Drug	Initial Screen (EMIT)	Confirming Test (GC/MS)
Amphetamines (NIDA/SAMHSA)	1000 ng/ml	500 ng/ml
Benzodiazapines	300 ng/ml	300 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Cocaine (NIDA/SAMHSA)	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml

Drug	Initial Screen	Confirming Test
Methaqualone	300 ng/ml	300 ng/ml
Opiates (NIDA/SAMHSA)	300 ng/ml	300 ng/ml
P.C.P. (NIDA/SAMHSA)	25 ng/ml	25 ng/ml
T.H.C. (NIDA/SAMHSA)	100 ng/ml	15 ng/ml
Breath Alcohol	.05 g/dL	.05g %

Section 6. Laboratory Reporting

A. Preparation of Laboratory Report - Negative Urine Specimens

The laboratory shall prepare a report, by confidential test identification number, of any specimen screened as negative and shall forward such report to the Medical Review Officer. The Medical Review Officer will notify the employee and the

department of the negative test. The employee shall be given the choice of having the test results made part of his/her record or having the Medical Review Officer destroy the report and pre-test declaration and all references to a test being conducted.

B. Preparation of Laboratory Reports - Positive Urine Specimens

In the event that a specimen is found to be positive by the GC/MS process, the laboratory shall prepare a written report. The original report shall be retained by the laboratory. One copy, along with the sealed pre-test declaration form, shall be sent to the Medical Review Officer.

The laboratory report shall contain the following information:

1. Employee confidential test identification number.
2. The drug identified.
3. The initial screening method.
4. The date screened.
5. The screening analyst's name.
6. The printed output from the immunoassay screening instrument pertaining to the batch of samples which includes the positive sample. That output will include the data from the relevant standards, blanks, quality control samples, and positive sample.
7. The confirmation method.
8. The date confirmed.
9. The confirming analyst's name and signature.

10. The graphs and reports pertaining to the gas chromatograph mass spectrometer analysis of the relevant batch of samples and associated controls and quantitative standards.

11. The name and signature of the reviewing laboratory supervisor.

12. Collection Log Sheet.

Following confirmation, all positive urine samples are to be frozen and retained for a minimum of one (1) year by the laboratory, except when an employee appeals any negative action taken by the County, then the sample shall be maintained until all appeals are concluded.

Section 7. Review of Results

A. Report of Laboratory Results

The Medical Review Officer shall report to the tested employee the results of all urine tests within four business days from collection of sample.

B. Preliminary Determination

The laboratory shall notify the Medical Review Officer whenever it confirms a positive test result.

C. Medical Review

The Medical Review Officer shall conduct an in-depth review of all tests reported as positive by the Laboratory. The laboratory report will include all materials specified in Section 6, B. above. The MRO shall review the test subject's Pre-

test Declaration and shall take such action as may be necessary to examine any alternate medical explanation for a positive test result. Such action may include a voluntary medical interview with the employee, at the option of the employee, and a review of all medical records made available by the employee.

The MRO will arrange an interview with the employee (employee's option). The MRO will try to contact the employee utilizing the daytime telephone number designated by the employee on the Pre-test Declaration form.

The MRO is authorized to terminate the process if the MRO determines that the test result was caused by appropriate use of medication. The MRO will then prepare a written report to the Department Head limited to his statement of conclusion. No further action will be taken.

If the MRO cannot close the case, he/she will contact the Program Director regarding the need for additional information in order to verify the employee's statements. The Program Director will immediately verify the facts presented by the employee. The information obtained will be provided to the Medical Review Officer.

The Medical Review Officer will prepare a written report to the Department Head limited to a statement of conclusion.

D. Employee Notification

If the MRO does not find appropriate medical justification for the positive laboratory findings, he/she shall notify the employee and prepare a written report to the Department. Upon notification to the employee of a positive finding, the employee shall be provided with the laboratory report (as described in Section 6, B. above) and the MRO's written report. The employee also shall be provided with a written notice of his/her right to have the second sample (Sample B) independently tested and reviewed by an independent MRO.

E. Retesting

When the laboratory has confirmed a positive test result, the employee or his/her representative may request that a GC/MS test of Sample B be conducted at another approved laboratory listed in Section 5, B. herein.

If the test results are positive, an independent Medical Review Officer selected by the employee or his/her representative will review the findings and interview the employee (at employee option). The MRO will prepare a report to be given to the Drug Abuse Program Director with a copy to the employee.

If the results of the Sample B tests are negative, the Drug Abuse Program Director may request that GC/MS tests of Samples A and B be performed at a third laboratory listed in Section 5, B. herein.

If the test results from the third laboratory are negative, or if the Program Director elects not to have a third chemical test, no further action will be taken.

If the test results from the third laboratory are positive, an independent Medical Review Officer agreed upon by the employee and the Program Director will review the findings and interview the employee (at employee option). The MRO will prepare a report to be given to the Drug Abuse Program Director with a copy to the employee.

The County shall pay for all such testing. All such testing of an employee covered by this agreement shall be on County time.

F. Audit Trail

Urine Testing results are inadmissible in any proceeding without an audit trail showing compliance with each spec of this procedure. Burden of showing compliance is on the County.

Section 8. Consequences of a Positive Test Result

If an employee tests positive for drugs or alcohol in a urine or breath alcohol test conducted pursuant to the procedure set forth herein, the employer may take disciplinary action for proper cause and rely on the positive test result in conjunction with the employee's observed behavior at the time that the test was ordered.

Departments shall consider the appropriateness of the employee voluntarily entering and completing an alcohol/drug abuse treatment program in lieu of or to mitigate the severity of discipline.

Any disciplinary action taken as a result of a positive drug test in conjunction with the employee's observed behavior on the job shall be subject to dispute through the same procedures that would govern any other disciplinary action.

Section 9. Further Provisions

A. Hold Harmless and Indemnification Clause

The County agrees to indemnify and defend the Coalition and each Union signatory to this agreement from any liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the Union's defense including settlement, and that the Union shall cooperate in that defense. It is further understood that this indemnity and defense provision only applies to those claims where the legality or constitutionality of the Urine Testing Program or any part of that program is at issue.

It does not extend to claims against the Union in which the legality or constitutionality of that program is not at issue. The County will not indemnify or defend the Union against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect to the Urine Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

EXHIBIT A

PRE-URINE/BREATH TEST DECLARATION

IMPORTANT NOTICE TO EMPLOYEE (SUBJECT):

YOU HAVE THE RIGHT TO CONSULT WITH A UNION REPRESENTATIVE AND HAVE THE REPRESENTATIVE PRESENT WITH YOU DURING THE ENTIRE TESTING PROCESS. IF YOU DESIRE TO HAVE UNION REPRESENTATION – NOTIFY YOUR SUPERVISOR IMMEDIATELY.

However, you are required to undergo drug/alcohol testing without delay.

YOU ARE BEING ORDERED TO SUBMIT TO A REASONABLE SUSPICION DRUG AND ALCOHOL TEST OF YOUR BREATH AND/OR URINE. FAILURE TO COMPLETE THIS FORM AND/OR PROVIDE AN ADEQUATE SAMPLE FOR THIS TESTING PROCEDURE MAY RESULT IN DISCIPLINE, UP TO AND INCLUDING TERMINATION.

THIS FORM SHALL BE SEALED AND SHALL NOT BE OPENED UNLESS THE RESULTS OF THIS URINE TEST ARE CONFIRMED AS POSITIVE. ALL OTHER SEALED DECLARATIONS SHALL BE DESTROYED WITHOUT BEING OPENED.

EMPLOYEE'S NAME: _____ CONFIDENTIAL TEST NO. _____

LIST ANY PRESCRIPTION OR OVER-THE-COUNTER NON-PRESCRIPTION MEDICATIONS YOU ARE NOW TAKING OR HAVE TAKEN DURING THE LAST THIRTY (30) DAYS. SPECIFY THE REASON FOR THE MEDICATION(S), THE AMOUNT LAST TAKEN AND THE DATE. ALSO, INDICATE THE NAME OF THE HEALTH CARE PROVIDER PRESCRIBING ANY MEDICATION(S).

SUBSTANCE	REASON FOR TAKING	DATE LAST TAKEN	AMOUNT	PRESCRIBING HEALTHCARE PROVIDER	OFFICE LOCATION

HAVE YOU INGESTED, INHALED OR ABSORBED ANY CONTROLLED SUBSTANCE WITHIN THE LAST TEN (10) DAYS IN CONNECTION WITH YOUR EMPLOYMENT?

( ) NO
( ) YES DATE _____

I CERTIFY THAT THE ABOV E INFORMATION IS, TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

SIGNATURE: _____

DATE OF COLLECTION: _____

IF FOLLOW-UP IS NECESSARY, MY PREFERRED TELEPHONE NUMBER FOR CONTACT OR MESSAGE IS: AREA ( ) NO. _____

NOTE: ONE COPY TO EMPLOYEE AT TIME OF SPECIMEN COLLECTION
ONE COPY TO BE PLACED IN SEALED ENVELOPE

5/7/91
ESA:/PreUrine

EXHIBIT B

LOS ANGELES COUNTY
URINE TEST
COLLECTION LOG SHEET

COLLECTION LOG					TRANSMITTAL LOG		LABORATORY LOG				
SECRET NUMBER	DATE & TIME COLLECTED	TEST SITE	COLLECTOR'S SIGNATURE	TAPE TEMP		LAB RCDT #	RECEIVED BY	A & B		SEALS INTACT	LABELS LEGIBLE

REMARKS:

EXHIBIT C

CONTRACT CLINICS

Advantage Care – Artesia
2499 S. Wilmington Avenue
Compton, CA 90220

Advantage Care – De Soto
8919 De Soto Avenue
Canoga Park, CA 91304

Advantage Care – El Segundo
500 N. Nash Street
El Segundo, CA 90245

Advantage Care – Commerce
3430 S. Garfield Avenue
Commerce, CA 90040

Advantage Care – Leonis
2770 Leonis Boulevard
Vernon, CA 90058

Advantage Care – Metropolitan
437 E. Washington Boulevard
Los Angeles, CA 90015

Advantage Care – Van Nuys
18300 Roscoe Boulevard
Van Nuys, CA 91406

Barlow Occupational Health Center
6331 Greenleaf Avenue
Whittier, CA 90601

Dalton Medical Group
10414 Vacco Street
So. El Monte, CA 91733

Daniel Freeman Hospitals, Inc.
301 N. Prairie, #211
Inglewood, CA 90301

Daniel Freeman Hospitals, Inc.
815 N. Sepulveda
El Segundo, CA 90245

Executive Health Group
515 S. Flower
Los Angeles, CA 90071

Foothill Industrial Medical Clinics
6520 N. Irwindale Avenue
Irwindale, CA 91702

Foothill Industrial Medical Clinics
55 S. Raymond
Alhambra, CA 91801

Foothill Industrial Medical Clinics
4300 Baldwin Avenue
El Monte, CA 91731

Foothill Industrial Medical Clinics
445 Fairoaks
Pasadena, CA 91105

Gallatin Medical Clinic
10720 Paramount Blvd.
Downey, CA 90241

Intercommunity Workcare Services
12401 Washington Blvd.
Whittier, CA 90602

Long Beach Medical Clinic
1250 Pacific Ave., Suite #101
Long Beach, CA 90813

Samaritan Health Center at the
Hospital of the Good Samaritan
637 S. Lucas Avenue
Los Angeles, CA 90017

St. Joseph Occupational Health Center
3413 Pacific Avenue
Burbank, CA 91505

Venice-Culver Industrial Center
12095 W. Washington Blvd.
Los Angeles, CA 90066

ARTICLE 33 PREPLACEMENT DRUG TESTING FOR EMPLOYEE/ APPLICANTS

Section 1. Scope

A. The provisions of this agreement shall only apply to an employee who applies for a position which requires a urinalysis to detect the presence of drugs as part of the pre-employment medical examination.

B. This agreement shall not supersede any departmental drug testing program which was in effect prior to this agreement or comes into effect after this agreement as a result of additional negotiations as appropriate.

Section 2. Notice

Each applicant who is required to provide a urine specimen for drug testing is required to first read and complete the Consent for Drug Analysis. When the form is presented to the applicant, he/she must show the technician positive identification, such as a driver's license. The applicant's signature on the form is witnessed by the technician. If the applicant refuses to sign the consent form or provide a urine sample, the examination process is terminated.

Section 3. Collection

A. The nurse/technician provides the applicant with a label upon which he/she prints his/her full name, Social Security #, and date of specimen. The nurse/technician writes the applicant's account number onto the label and the applicant places his/her initials below this number on the label. The label is then placed on the laboratory container and the applicant's name, account number and date of collection are recorded in the Lab Specimen Log. This is done in the presence of the applicant, who initials the Lab Specimen Log.

B. All applicants who are providing urine specimens for drug testing should be given a gown and asked to disrobe. No personal belongings (except for a wallet) are allowed in the restroom; purses can be left in full view of the door. The nurse/technician provides the applicant with a receptacle, cleansing towel and instructions for collecting a specimen.

C. Prior to obtaining the specimen, the restroom facility is prepared. The commode water is colored with a bluing agent, the water supply turned off (or evidence tape placed over the faucet), soap removed, and the back of the commode taped shut with evidence tape (if it is of a style that allows access into the tank).

D. The applicant is instructed to wash his/her hands before entering the restroom. He/she is also instructed to not flush the toilet or attempt to turn on the water in the restroom.

E. If the applicant states that he/she cannot give a specimen at this time, he/she is provided with something to drink and asked to wait until he/she can give one. He/she is advised that procedure requires the specimen be given at this time.

Failure to provide a specimen may be reason to disqualify the applicant. If there is a valid medical reason for not giving a specimen, the appropriate County authority is contacted for instructions on how to proceed.

F. When the applicant returns with the specimen, the technician immediately checks the temperature. If the temperature of the specimen is below 90.5F or above 99.8F, there is reason to believe the specimen may not be valid, and the applicant is asked to provide another. If the color indicates that the specimen may have been watered down, a notation to this effect is also made on the chain of custody form.

G. The specimen must be at least 50 milliliters in quantity. If it is not, the applicant is asked to provide another specimen. After the temperature and color of the second specimen is observed (and is acceptable), the specimens are combined and measured for quantity in the presence of the applicant. The specimens will then be split into equal samples, A & B. The specimen to be sent for drug testing shall not have been used for any other testing, including the so called "dip stick" sugar test.

H. With the applicant observing, the nurse/technician pours the specimen into a pre-labeled laboratory container. The container is then sealed for shipment. The technician should place evidence tape (provided by the laboratory) on the top of the urine tube, covering the cap and side of the tube. The applicant then initials the evidence tape on the top of the cap.

I. The nurse/technician completes the shipping envelope provided by the laboratory, giving the following information:

1) Doctor in Group or Name of Clinic
2) Patient ID# or Social Security#
3) Date
4) Patient Name
5) Panel #

J. Chain of Custody form is completed next by providing the following information:

1) Applicant's Name (SS or ID#)
2) Date of Collection
3) Site of Collection
4) Test or Panel #
5) Signature of Applicant and Clinic Technician

K. As a final step, the specimen is placed into a laboratory plastic bag with the original Chain of Custody form and sealed. A copy of the Chain of custody form is also stapled to the bag. The bag is placed into the shipping envelope and sealed with evidence tape. Specimens are refrigerated until picked up by the laboratory courier.

Section 4. Consequences of a Refusal/Failure to Take The Pre-Employment Urinalysis

If an employee refuses/fails to take the pre-employment urinalysis, he/she shall be disqualified for medical reasons without the right of appeal under the civil service rules. Further, such medical disqualification shall not be subject to the grievance/arbitration provision in the applicable MOU. The employee's refusal/failure to take the urinalysis shall not be a presumption of any misconduct and no disciplinary action shall be taken against the employee.

Section 5. Laboratory Testing

A. Test specimens shall be transported to one of the laboratories listed in Section 5, B. herein, using the same documented chain of custody and standard of care and safety applied to other evidence transported to that laboratory.

B. Authorized Laboratories

Only the following toxicology laboratories may be used for testing conducted under this agreement:

1) Smith Kline Beacham Clinical Laboratory (SBCL)
Van Nuys, California
(818) 989-2520

2) Toxworx Laboratories [formerly Laboratory Specialist, Inc. (LSI)]
Woodland Hills, California

3) Unilab (formerly B.P.L. Metwest Laboratory)
Tarzana, California

4) Quest Diagnostic Inc. (formerly Nichols Institute)
San Diego, California

5) Pharchem Laboratory
Menlo Park, California

6) Poison lab
San Diego, California

C. Laboratory Receipt of Specimens, Chain of Evidence and Rejection Criteria

Samples received by the laboratory shall be signed in on the collection log sheet. Each sample shall be inspected for evidence of possible tampering. The confidential identification numbers will be compared with the numbers on the collection log sheet serving as the chain of custody document. Any evidence of any tampering, or discrepancies in the identification numbers on the samples and collection log sheet, or in the event that the seal is broken on any sample, that there is no identification number, or the identification number is illegible, such shall be reported to the medical facility and shall be noted on the collection log sheet. Such specimens shall not be tested.

D. Substances To Be Tested

Urine specimens may only be tested for any or all of the following:

1) Amphetamines/Methamphetamines

2) Benzodiazepines (e.g. Valium, Librium)

3) Barbiturates

4) Cocaine

5) Methadone

6) Methaqualone (e.g. Quaalude)

7) Opiates

8) Phencyclidine (PCP)

9) T.H.C. - Tetrahydrocannabinol (Marijuana)

E. Test Steps

1) Initial Screening

All specimens tested shall first go through an immunoassay screening test (EMIT) which will be used to eliminate "negative" urine samples from further testing.

Written documentation shall be maintained by the laboratory showing details of all the EMIT screening tests done under this program. These data may be reviewed by consultants to the Union. All samples that initially screen positive shall be stored in a locked freezer until confirmation studies by GC/MS are complete.

2) Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using Gas Chromatography/Mass Spectrometry (GC/MS) quantitative techniques.

3) Cut-off Levels

Cut-off levels for a positive test are either those established by NIDA/SAMHSA for the drugs for which NIDA/SAMHSA has made such recommendations, or as established through negotiations with the Coalition for those drugs on the list that NIDA/SAMHSA has not established cut-off level(s). For purposes of this agreement, the cut-off levels are as follows:

Drug	Initial Screen	Confirming Test
(EMIT)	(GC/MS)	
Amphetamines (NIDA/SAMHSA)	1000 ng/ml	500 ng/ml
Benzodiazapines	300 ng/ml	300 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Cocaine (NIDA/SAMHSA)	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates (NIDA/SAMHSA)	300 ng/ml	300 ng/ml
P.C.P. (NIDA/SAMHSA)	25 ng/ml	25 ng/ml
T.H.C. (NIDA/SAMHSA)	100 ng/ml	15 ng/ml

Section 6. Laboratory Reporting

A. The laboratory report, whether negative or positive, shall be returned to the medical facility from which the specimen came.

B. The medical facility shall include the laboratory report in the applicant's medical examination record when the record is returned to the County Occupational Health Programs Unit for final review.

Section 7. Medical Review

A. The County's Medical Review Officer shall conduct an in-depth review of all tests reported as positive by the laboratory. The MRO shall review the applicant's Pre-test Declaration and shall take such action as may be necessary to examine any alternate medical explanation for a positive test result. Such action may include a voluntary medical interview with the applicant, at the option of the applicant and a review of all medical records made available by the applicant.

B. Following the above review, the MRO shall arrive at a decision as to whether the test result was caused by appropriate use of medication or other appropriate medical justification. If such justification exists the test shall be interpreted as negative by the MRO.

C. If there is no such medical justification, the MRO shall interpret the test as positive and so document the medical record.

Section 8. Consequences of a Positive Test Result

A. If the applicant has a positive drug test, he/she shall be medically disqualified from the position for which the test was done.

B. The applicant shall be notified of this disqualification by means of the Medical Examination Results card normally used for reporting of medical examination results to the applicant.

C. Notification of a disqualification for a positive test shall include information pertaining to the right to appeal and to have the specimen tested by a laboratory selected by the employee.

D. For existing employees who are working in a sensitive position and are undergoing a preplacement medical examination for a position for which testing is required, a positive drug test result shall be reported to the employee's current department.

The MRO shall meet with and evaluate the employee. The MRO shall determine whether the employee is in need of a drug rehabilitation/treatment program. If a program is needed, the MRO shall recommend the appropriate type of program.

The employee must voluntarily enter and successfully complete an appropriate treatment/rehabilitation program. Refusal to do so may subject the employee to discipline up to and including discharge.

E. For existing employees who are not currently working in a sensitive position and have a positive test, the MRO shall meet with and evaluate the employee. The MRO shall determine whether the employee is in need of a drug rehabilitation/treatment program. If a program is needed, the MRO shall recommend the appropriate type of program.

If the employee enters and successfully completes the program, no report of the positive test shall be sent to the employee's current department and no disciplinary action shall result from the positive test.

F. Disciplinary action in which the drug test result was a factor shall be subject to dispute through the same procedures that would govern any other disciplinary action.

Section 9. Further Provisions

A. Hold Harmless and Indemnification Clause

The County agrees to indemnify and defend the Coalition and each Union signatory to this agreement from any liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the Union's defense including settlement, and that the Union shall cooperate in that defense. It is further understood that this indemnity and defense provision only applies to those claims where the legality or constitutionality of the Urine Testing Program or any part of that program is at issue. It does not extend to claims against the Union in which the legality or constitutionality of that program is not at issue. The County will not indemnify or defend the Union against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect

to the Urine Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

ARTICLE 34 PENSION SAVINGS PLAN

Section 1. Purpose.

The Pension Savings Plan (the "Plan") is a retirement plan for temporary and part time employees of the County of Los Angeles who are not eligible to participate in the Los Angeles County Employees Retirement Association. It is intended that the Plan qualify under IRC Sections 457 and 3121 as a benefit enhancement provided to employees in lieu of participation in the Social Security System.

Section 2. Plan Document.

The parties mutually agree that the benefits provided by the Plan shall be those provided in Chapter 5.19 of the County of Los Angeles Code (the "Plan") and is fully incorporated by reference in this Article 34.

Section 3. Operational Details.

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

A. The provisions of Chapter 5.19 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,

B. The County monthly contribution shall be 3 percent of compensation and the minimum monthly employee contribution shall be 4.5 percent of compensation.

C. The Plan Administrative Committee (PAC) shall have responsibility for the operation and administration of the Plan and trust, and the members of the PAC shall be Atrustees@ subject to the fiduciary duties imposed on trustees under California law, including but not limited to the duties imposed by the Uniform Prudent Investors Act.

D. The Plan shall be administered by the PAC, consisting of the Auditor-Controller, Chief Executive Officer, County Counsel, Treasurer and Tax Collector, a representative of Local 721, SEIU, and a representative of the Coalition of County Unions. The Coalition of County Unions (the "CCU") is entitled to designate one named alternate member. Administrative costs will be charged against the account earnings, subject to limits set by Federal regulation. Policies and procedures will be established to minimize administrative costs. The PAC shall provide to each participant a periodic statement of account and information describing the benefits provided by the plan.

E. To the extent that employees represented by the CCU are impacted, the termination of the Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.

F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by the CCU to be covered by Social Security.

G. In the event that applicable law is changed to require the Plan to be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are employees represented by the CCU.

Section 4.

It is agreed between the parties that any conflict between this Article and the Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

ARTICLE 35 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

-- EVTO shall be available to employees for the fiscal years 1992-93 and 1993-94 and will commence upon Board approval. This program may be offered in fiscal years beyond 1993-94 subject to Board approval.

-- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the department head or his or her designee.

-- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department management.

- In the event of a County emergency affecting public health or safety, a department head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a department head to terminate any leave of absence as described in Civil Service Rule 16.04.

- In the event an employee is subpoenaed to court on an EVTO day regarding a matter involving his or her County duties, the EVTO day will be considered canceled and the employee paid for the time necessary to comply with the subpoena, pursuant to his/her MOU.

- An employee may take up to 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:

  - EVTO may be taken as 60 or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with management approval.

-- EVTO will not affect County contributions to the Options, Choices, Flex or Megaflex benefit plans, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for regular days off and holidays. The current County pay policy is that an employee must be on a pay status for at least four hours on either side of a weekend or a holiday to be paid for the weekend or holiday. At the point the employee begins EVTO and returns to full-time it will be considered a qualifying event for purposes of modifying a participant's dependent care or health care spending account to the degree the account is impacted by participation in the EVTO Program, and is consistent with IRS regulations.

-- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's

earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payment shall be made within 30 days following the date the employee is notified of the insufficient earnings. See Attachment for details.

-- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one year of EVTO with the following parameters:

  - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

  - After the first 60 days of EVTO, the 60-day EVTO benefit guarantees will not apply.

  - Retirement service credit will not accrue during this period.

  - FLSA non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department heads may continue to approve other unpaid leave of absences.

Special Unpaid Voluntary Time-Off

(60-Day Program)

Benefits Protected	Benefits Not Protected
Vacation Accrual	Jury Leave
Sick Leave Accrual	Bereavement Leave
Savings and Horizons Plan*	Witness Leave
Flexible Benefit Contributions	Civil Service Examination Leave
Step Advance	Weekend Pay
Retirement Service Credit**	Holiday Pay
Military Leave	

* Subject to existing plan restrictions, County matching contributions will continue (unless deferred to suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 36 POLICY AND PROCEDURES FOR COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION RULES ON DRUG AND ALCOHOL TESTING FOR COMMERCIAL DRIVERS

I. INTRODUCTION

A. SCOPE

The intent of this policy and attendant procedures is to implement a basic, mandatory, Countywide program as required by the Federal Department of Transportation (DOT) for affected County drivers. This program is separate and apart from the County's Drug-Free Workplace Program and does not affect any departmental drug/alcohol testing programs, policies, rules, and procedures which were in effect prior to January 1, 1995, or will come into effect after this date.

The County's policy and procedures relate to testing required by the Federal Omnibus Transportation Employee Testing Act (OTETA) of 1991 and are subject to all current and future provisions of OTETA and Federal rules and regulations promulgated by DOT that implement the ACT.

B. POLICY

Under OTETA, persons who drive commercial motor vehicles must be tested for misuse of alcohol or use of drugs. DOT has published Rules mandating an anti-drug and alcohol misuse prevention program. The purpose of this program is to help prevent accidents and injuries resulting

from the abuse of drugs and alcohol by drivers of commercial vehicles. Effective January 1, 1995 all employers, public and private, will be subject to these Rules.

As an employer subject to the DOT Rules and regulations, the County of Los Angeles is implementing this policy and attendant procedures in all County departments. In accordance with DOT Rules, it is the policy of the County of Los Angeles that employees of the County whose job duties require them to be commercial drivers as defined in the DOT regulations are prohibited from:

1. Reporting to duty or remaining on duty requiring the performance of safety-sensitive functions while having a breath alcohol concentration (BAC) of 0.04 or greater.

2. Being on duty or operating a commercial motor vehicle while in the possession of alcohol unless the alcohol is manifested and transported as part of a shipment.

3. Using alcohol while performing safety-sensitive functions.

4. Performing safety-sensitive functions within four (4) hours after using alcohol.

5. Using alcohol for eight (8) hours, or until he/she undergoes a post-accident alcohol test following an accident which will require post-accident alcohol testing in accordance with these Rules.

6. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a motor vehicle.

7. Reporting for duty, remaining on duty, or performing a safety-sensitive function if found to test positive for controlled substances.

8. Refusing to submit to a post-accident alcohol or controlled substances' test, a random alcohol or controlled substances' test, a reasonable suspicion alcohol or controlled substances' test, or a follow-up alcohol or controlled substances' test as required by these Rules.

Employees engaging in prohibited activities as described above may not perform or continue to perform safety-sensitive functions. In addition, employees who engage in prohibited activities may be subject to disciplinary action in accordance with applicable MOU provisions, and/or departmental policy.

C. GOVERNING REGULATIONS

Regulations governing the anti-drug and alcohol misuse prevention programs are set forth by the Federal Highway Administration (FHWA) and DOT's Office of the Secretary. These Rules are published in Title 49, Code of Federal Regulations (CFR), Part 382 et seq., which requires employers to test drivers required to obtain a commercial license, and Title 49, CFR, Part 40 which specifies procedures that must be followed by the employer when conducting drug and alcohol testing pursuant to regulations issued by FHWA.

These Rules become effective on January 1, 1995, for employers with 50 or more commercial drivers (CD,s), and January 1, 1996, for employers with 49 or less CD,s.

D. CENTRAL vs DEPARTMENTAL RESPONSIBILITIES

Central Responsibility

The Department of Human Resources (DHR) will administer the DOT Alcohol and Drug Testing Program through the Health, Safety and Disability Benefits Division. DHR will be responsible for implementing the random drug and alcohol testing portion of the Rules, for monitoring County departments' compliance with pre-employment, post-accident, and reasonable suspicion testing as required by the Rules, and for record-keeping and reporting functions as specified in the Rules.

In addition, through its Employee Assistance Program (EAP) or an approved contract, DHR will provide substance abuse professionals (SAPs) and referrals in compliance with the DOT Rules.

The County's Program Manager (CPM) will be the Chief of Occupational Health Programs who can be reached at 213-738-2187. The role of the CPM will be to oversee and evaluate the County's program; provide consultation to County departments regarding implementation of the program; maintain all necessary records regarding testing programs required by the DOT Rules; implement and administer the random testing component of the Rules; and establish and monitor any contracts with medical providers, laboratories, medical review officers, etc. which may be required to implement the Rules.

Departmental Responsibility

Departments are responsible for directing employees to authorized testing locations for the purpose of pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing within the parameters established under this policy.

1. Departmental Program Manager (DPM) - Each department having covered employees must assign an individual to manage this program. The DPM or other individual designated by the department will be a liaison with the County's Program Manager in DHR. Departmental policies will be reviewed, and copies maintained, by the CPM. The DPM will be responsible for implementing the County's program in his/her department; overseeing and evaluating the program; reviewing all discipline applied under this policy for consistency and conformance to the department's policies and procedures; scheduling pre-employment, post-accident, and reasonable suspicion testing; and ensuring confidentiality of any records pertaining to the program. The DPM must ensure that all covered employees are aware of the provisions and coverage of the department's anti-drug and alcohol misuse prevention program.

2. Supervisors - These individuals include departmental staff responsible for observing the performance and behavior of covered employees. Their responsibilities include observing and documenting events suggestive of reasonable suspicion, and requesting a second supervisor for substantiating and concurring for reasonable suspicion testing, if applicable.

3. Employees - Each covered employee will receive a copy of materials that explain the requirements of the DOT regulations, and the County's policy and procedures with respect to meeting these regulations.

II. TESTING REQUIREMENTS

A. APPLICABILITY

Any applicant/employee holding a commercial driver's license (CDL) and performing safety-sensitive functions for the County will be subject to drug and alcohol testing under this policy.

B. DEFINITIONS

1. Blind Sample or Blind Performance Test Specimen - A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is a blank, containing no drugs.

2. Breath Alcohol Concentration (BAC) - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

3. Chain-of-custody - Procedures to account for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to final disposition of the specimen.

4. Commercial Driver (CD) - Any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual intermittent or occasional drivers; and leased and independent drivers.

5. Commercial Motor Vehicle (CMV) - A vehicle with a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating (GVWR) of more than 10,000 pounds; or has a gross vehicle weight of 26,001 or more pounds; or is designed to carry 16 or more passengers, including the driver; or is of any size and is required to be placarded under the Hazardous Materials Regulations (49 CFR part 172, Subpart F).

6. Confirmation Test - For alcohol it means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For controlled substances it means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and

which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

7. County's Drug-Free Workplace Program - The policy and procedures for a Drug-Free Workplace Program which were approved by the Board of Supervisors and implemented on July 1, 1990, and which include additional procedures approved by the said Board on June 9, 1992; and Article 32, Urine Testing - Reasonable Suspicion only of the Coalition Fringe Benefits' MOU.

8. Covered Employee - A commercial driver performing safety-sensitive functions.

9. Initial Test (also known as Screening Test) - For alcohol, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his/her system. For controlled substances it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

10. Medical Review Officer (MRO) - A licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical data.

11. On-duty Time - All time, from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. On-duty time includes:

    a. all time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched;

    b. all time inspecting, servicing, or conditioning any commercial vehicle at any time;

    c. all time spent at the driving controls of a commercial motor vehicle in operation;

    d. all time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth.

e. all time loading or unloading a vehicle, supervising, or assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, or in giving or receiving receipts for shipment loaded and unloaded;

f. all time spent performing the driver requirements following an accident or after striking an unattended vehicle;

g. all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle;

h. all time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with random, reasonable suspicion, follow-up, or post-accident testing.

i. performing any other work in the capacity of, or in the employ or service of, a common, contract or private motor carrier; and

j. performing any compensated work for any non-motor carrier entity.

12. Performing A Safety-sensitive Function - A driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

13. Pre-employment Testing - Conducted when a covered person is hired, transferred, promoted, or assigned into a safety-sensitive function.

14. Prohibited Drugs - Marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP).

15. Safety-sensitive Function - Any of the on-duty functions stated above, under *On-Duty time*.

16. Substance Abuse Professional (SAP) - Means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

C. SUBSTANCES FOR WHICH TESTING IS REQUIRED

1. Marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP).

2. Alcohol.

D. DRUG AND ALCOHOL TESTS REQUIRED

1. Pre-employment Testing - conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. Also required when employees are transferred, promoted, or assigned to a safety-sensitive (driver) position. Only drug testing is required for pre-employment testing.

Prior to the first time a driver performs safety-sensitive functions, the department must ensure that the driver undergoes testing for controlled substances in accordance with the DOT Rules.

a. Departments are not required to administer pre-employment drug tests if the driver has undergone testing with another employer within 6 months for controlled substances' testing, or participated in a random controlled substances' testing program in the previous 12 months (from date of application). Results of such testing should indicate a negative test for controlled substances.

In addition, the department must ensure that no prior employer of the driver of whom the department has knowledge, has records of a violation of the DOT Rules by the driver within the past 6 months.

b. If a department chooses to waive the pre-employment testing, the DPM must obtain from the driver's previous employers, the following information:

(1) Names and addresses of the program(s).

(2) Verification that the driver participates or participated in the program(s).

(3) Verification that the programs conform to DOT requirements.

(4) Verification that the driver is qualified under the DOT Rules, including that the driver has not refused to be tested for controlled substances.

(5) The date the driver was last tested for controlled substances.

(6) The results of any tests taken within the previous 6 months and any other violations of prohibited conduct.

An applicant should be requested to sign a release to allow the department to inquire of applicant's previous employer(s), if the applicant has participated in a testing program, and to obtain results. This information must be obtained and reviewed by the department no later than 14 calendar days after the first time a covered driver performs safety-sensitive functions for the department, if it is not feasible to obtain the information prior to the driver performing safety-sensitive functions. The department may not permit a covered driver to perform safety-sensitive functions after 14 days without obtaining the information.

2. Post-accident Testing - conducted after accidents on safety sensitive employees who have been in an accident involving a human fatality or when a citation has been issued in one of the following situations:

-- There has been bodily injury with the need for immediate medical attention away from the scene, or

-- There has been disabling damage to any motor vehicle requiring tow away.

a. The department must provide drivers with necessary post-accident information, procedures, and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with these requirements.

b. Alcohol Test. If a BAC test is not administered within two (2) hours following the accident, the supervisor must prepare and maintain a record stating the reasons the test was not promptly administered. If not administered within eight (8) hours following the accident, attempts to test must cease and a record made of the reasons why the test was not administered.

c. Drug Test. If a controlled substance test is not administered within 32 hours, the supervisor must cease attempts to administer the test, and prepare and maintain a record of why the test was not administered.

d. A driver subject to post-accident testing must remain available for testing and, if the driver fails to remain available, he/she may be deemed to have refused testing.

e. Following collection. After returning from the collection site, the driver must not be allowed to perform safety-sensitive functions pending the results of the drug test or if the alcohol concentration is 0.02 or greater.

If the alcohol concentration is 0.02 or greater but less than 0.04, the driver may be allowed to resume safety-sensitive functions not less than 24 hours after the test.

NOTE: Using alcohol within eight (8) hours after an accident, or until tested, is prohibited.

f. The results of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances conducted by the California Highway Patrol, local law enforcement or other officials having independent authority for the test, meet the DOT requirements provided test results are obtained by the department.

NOTE: Necessary medical attention must not be delayed in order to collect the specimen(s).

3. Reasonable Suspicion Testing - conducted when a trained supervisor or departmental official observes behavior or appearance that is characteristic of alcohol misuse or drug abuse. The supervisor or departmental official must be trained in the detection of possible symptoms of alcohol misuse and drug abuse.

The objective of this test is to identify alcohol and drug affected employees who may pose a danger to themselves and others in their job performance.

Employees may be at work in a condition that raises concern regarding their safety and productivity. A supervisor or departmental official must then make a decision as to whether there is reasonable suspicion to believe an employee is using or has used a prohibited drug or is misusing alcohol based on the following criteria:

a. The decision to test must be based on a reasonable and articulate belief that the employee is misusing alcohol or is using prohibited drugs on the basis of specific,

contemporaneous physical, or performance indicators of probable alcohol misuse or drug use such as appearance, behavior, speech, or body odors of the individual.

Observations may include indications of chronic and withdrawal effects of controlled substances.

Whenever feasible, reasonable suspicion shall be confirmed by a second supervisor, manager, or other reliable witness.

b. Alcohol Test. Alcohol testing is to be done while the driver is performing safety-sensitive functions, just before performing safety-sensitive functions, or just after the driver has ceased performing such functions.

If a BAC test is not administered within two (2) hours following observed indicators, the supervisor must prepare and maintain a record stating reasons for the delay. If not administered with eight (8) hours, attempts to test must cease and a record made of the reasons why the test was not administered.

The department must not permit an employee to perform or continue to perform safety-sensitive functions until a) a BAC test is administered and the driver's alcohol concentration measures less than 0.02, or b) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

c. Drug Test. A written record, signed by the supervisor(s) who made the observations, must be made of the observations leading to the reasonable suspicion test immediately, whenever feasible, and in all cases within 24 hours of the observed behavior or before the test results are released, whichever is earlier.

d. Transport of affected driver. The department will arrange for transportation of employee to a collection site in accordance with the following guidelines:

(1) The employee will be driven by someone other than his/her immediate supervisor unless the supervisor and the employee agree that the supervisor is the most suitable person.

(2) Public transportation such as a taxicab may be utilized. In such a case, the department will provide a suitable person, from the department, to accompany the individual. Again, the supervisor should not be utilized unless there is agreement with the employee that the supervisor is the most suitable person.

(3) Security personnel from the department may also be utilized for transporting the employee to the collection site.

4. Random Testing - conducted on a random, unannounced basis. The primary objectives of random testing are to deter alcohol misuse and prohibited drug use, and to ensure a drug and alcohol free workplace.

Random alcohol testing will be conducted just before, during, or just after performance of safety-sensitive functions, while random drug testing will be conducted anytime the employee is at work.

The minimum annual percentage rate is set by the Federal Highway Administration. Currently, the rate for random alcohol testing must be 10 percent of the average number of covered employees, and for drug testing, 50 percent of the covered employees. The test must be spread reasonably over a 12-month period.

NOTE: Each year the FHWA will publish the minimum annual percentage rate for random drug and alcohol testing of covered employees.

The key aspects of the random testing selection process are addressed below:

a. Random selection of employees for alcohol and drug testing will be in accordance with the procedures described in Appendix A of this policy.

b. The DPM is responsible for notifying employees who have been selected for random testing, to proceed to the test-site immediately following notification.

5. Return-to-Duty Testing - conducted when an employee who has violated the prohibited alcohol or drug-use conduct standards returns to performing safety-sensitive duties.

   a. Alcohol Test. The DPM is responsible for ensuring that an employee who has engaged in conduct prohibited by the DOT Rules concerning the use of alcohol, undergoes a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

   b. Drug Test. For employees who have engaged in conduct prohibited by the DOT Rules concerning the use of controlled substances, a return-to-duty test for controlled substances will be ordered by the Medical Review Officer (MRO). A negative test for controlled substances will be required before the employee can return to performing safety-sensitive functions.

   c. The MRO or an SAP when applicable, will notify the DPM whether the affected employee can return to performing safety-sensitive functions.

6. Follow-up Testing - when the MRO or another SAP determines that the employee requires assistance in resolving problems associated with alcohol misuse or drug abuse, the employee will be subject to unannounced follow-up testing as directed, for up to 60 months. At least 6 tests will be conducted in the first 12 months after a driver returns to duty. The MRO or the SAP may terminate testing after the 6 tests.

   The MRO or SAP when applicable, will notify the DPM of the need for an employee to have follow-up testing and will specify the frequency and duration of such testing.

III. REVIEW OF TEST RESULTS

A. ALCOHOL TESTING

Refer to Appendix C of this policy.

B. DRUG TESTING

The MRO will review and interpret confirmed positive test results for controlled substances obtained from the various testing protocols (i.e. pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up), and will notify the DPM in writing within 3 business days of making his/her (MRO's) decision.

The MRO will be a licensed physician with knowledge of substance abuse disorders.

Procedures for MRO review of controlled substances' test results are contained in Appendix B of this policy.

IV. CONSEQUENCES OF A POSITIVE TEST/REMOVAL FROM DUTY

A. Compliance with the County's anti-drug and alcohol misuse prevention program must be a condition for employment in a position that is covered by FHWA regulations.

B. A covered employee must be removed from a safety-sensitive function under the following conditions:

1. A BAC of 0.04 or greater. A BAC of 0.02 or greater but less than 0.04 will result in the removal from safety-sensitive function for at least 24 hours.

2. Consumption of alcohol within four (4) hours prior to reporting to duty.

3. Refusal to submit to an alcohol or a drug test required by this policy.

4. Possession or use of alcohol or drugs when on duty.

5. Testing positive for drugs.

6. Information from previous employer(s) has not been received within 14 days after the first time safety-sensitive functions have been performed.

7. There is reasonable suspicion the employee may be impaired as shown by behavioral, speech, and performance indicators.

C. Refusal to take a test will result in the employee's removal from safety-sensitive functions and may constitute a rebuttable presumption that the employee was under the influence of alcohol or drugs at the time of the test.

D. Additional discipline of an employee found to be in violation of the prohibitions regarding alcohol and controlled drug use specified in the DOT Rules will be in accordance with applicable MOU provisions, and departmental rules and policy.

E. Testing results are inadmissible in any disciplinary proceeding without an audit trail showing compliance with each aspect of this procedure. Burden of showing compliance is on the County.

V. RETENTION OF RECORDS

Records to be maintained in regard to this program are those specified in Title 49, CFR, Part 382, Subpart D, ' 382.401(c).

Records related to this program will be maintained by the CPM or approved contractor in a secure location with controlled access.

Any records regarding this program which originate with the DPM (e.g. pre-employment, reasonable suspicion documentation, documents generated in connection with decisions on post-accident tests, etc.) will be maintained confidentially in a secure location with controlled access.

VI. REPORTING REQUIREMENTS

The CPM will be responsible for preparation and maintenance of an annual calendar year summary of the results of the County's testing programs in accordance with DOT regulations in Title 49, CFR, Part 382, Subpart D, ' 382.403.

VII. ACCESS TO FACILITIES AND RECORDS

Driver information contained in records required to be maintained under this policy must not be released by the CPM or the DPM except as required by law, or expressly authorized, or required by DOT regulations.

The County will permit access to all facilities utilized in complying with the DOT Rules, to the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the County or any of its drivers.

VIII. PROMULGATION OF POLICY AND PROVISION OF TRAINING

A. EDUCATIONAL MATERIALS

The DPM must ensure that each covered employee receives a copy of this policy and accompanying procedures, and the following additional information, before the start of alcohol and controlled substances' testing required under the DOT Rules, and to each driver subsequently hired or transferred into a covered position:

1. The name of the DPM to whom questions about the materials can be directed.

2. The categories of covered employees who are subject to the provisions of this policy.

3. A description of what constitutes safety-sensitive functions.

4. Information concerning the effects of using alcohol and controlled substances on an individual's health, work, and personal life; signs and symptoms of problems associated with alcohol misuse or use of controlled substances; and available methods of intervention, including confrontation, referral to the County's EAP and/or referral to management, when a problem with misusing alcohol and/or using controlled substances is suspected. This material is available through the EAP at (213) 887-5300.

B. CERTIFICATE OF RECEIPT

The DPM must require each covered employee to sign a statement certifying receipt of the copy of this policy. The original of the signed statement must be retained by the department, and copy may be provided to the employee.

C. SUPERVISORY TRAINING

Supervisory and departmental staff designated to determine whether a covered employee must be tested for drug or alcohol for reasonable cause must receive training under the anti-drug and alcohol misuse prevention program. These designated individuals must receive at least 60 minutes of training on alcohol misuse and an additional 60 minutes of training on drug use. It must cover physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

This training is available through the County's EAP at (213) 887-5300 or may be obtained from an outside vendor.

IX. REFERRAL, EVALUATION, AND TREATMENT

A. Employees who have engaged in conduct prohibited by the DOT Rules and have been identified as such, must be advised by the DPM or MRO of the availability of the County's EAP or contract SAP to serve as a resource for names, addresses, and telephone numbers of other SAPs available to provide counseling and treatment programs.

B. Each employee who engages in conduct prohibited by these Rules must be referred to the EAP or contract SAP to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.

If the EAP or other SAP prescribes a program of rehabilitation, the employee must be evaluated by that SAP before returning to duty to determine if the employee has properly followed the rehabilitation program.

C. A returning employee must be subject to unannounced follow-up testing for alcohol and controlled substances in accordance with Part II D (6) of this policy.

D. Evaluation and rehabilitation, and assignment of costs of such evaluation and rehabilitation will be made in accordance with the County's Policy on a Drug- Free Workplace.

E. The requirements of this section with respect to referral, evaluation and rehabilitation, do not apply to applicants who refuse to submit to pre-employment testing for controlled substances, or who have a verified positive pre-employment test for controlled substances.

X. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The County agrees to indemnify, hold harmless and defend the Coalition and each Union signatory to this agreement from any claims or liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the Union's defense including settlement, and that the Union shall cooperate in that defense. The County will not indemnify or defend the Union against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect to the Urine Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

APPENDIX A

PROCEDURES FOR COORDINATING PROGRAM WITH APPROVED VENDOR

The County has arranged for Addiction Medical Consultants, Inc. (AMC) to administer and operate the program. AMC subcontracts with Smith Kline Beacham Clinical Laboratories for specimen collection and analysis for controlled substances and also for collection of breath alcohol. In addition, AMC has a Medical Review Officer (MRO) who will review all substance abuse test results. AMC also provides SAP services and will maintain all D.O.T. required records and will prepare yearly reports as required by D.O.T.

(a) *AMC will provide to all departmental program managers (DPMs) the following:*

(1) A list of approved collection sites, including after hour sites.

(2) Referral forms for alcohol and substance abuse testing.

(b) *Identification of Random Pool.*

(1) County departments must identify those employees who are subject to the provisions of the DOT Rules and identify them in the County-Wide Timekeeping and Personnel Payroll System (CWTAPPS).

(2) In the "Employee License" screen (Code LIC) of CWTAPPS, the department will enter a code "COMMERCIAL" which will indicate commercial driver's license. (This code shall be entered only for those drivers subject to DOT testing. All other drivers will not be coded).

(i) The department will update this field as soon as a new driver is hired, or an employee is transferred or promoted to a position which requires a commercial driver's license and which is covered by DOT regulations.

(ii) When an individual is no longer employed in such a position, the department will remove the COMMERCIAL code. (If the code is not removed and the employee is still in service, he/she will be left in the random selection pool and be subject to testing).

(iii) For detailed instructions on entering and updating this field, the department should refer to the CWTAPPS manual.

(c) *Random Selection Process.*

(1) AMC will notify DPMs at the beginning of each month of the names of that department's employees who are to have random drug or alcohol tests. The DPM will then have the rest of that month to schedule the employee for testing.

Employees are not to be notified of their scheduled date of testing until the start of that day's shift.

(2) The DPM will ensure that each selected employee is given an Employee Drug Test Authorization Form and will check off the box for "Random Testing." The DPM will then instruct the employee to go to the nearest collection site for testing.

(3) AMC will report immediately and directly back to the DPM of any positive alcohol tests and as soon as practicable within the limits established by the DOT Rules, of any positive substance abuse tests.

(d) *Pre-employment, Reasonable suspicion, and Follow-up testing*

(1) The DPM will use the same referral form but will check off the appropriate box for type of testing and will arrange for the applicant or employee to be tested at one of the collection sites.

(2) Because the collection sites for pre-employment drug testing are different from the medical examination clinics, the applicant will have to go to *two locations* to complete his/her pre-employment examination.

(3) Results from the pre-employment drug testing will be sent by AMC to Occupational Health Programs (OHP) to be merged with the results of the medical examination.

(4) If the pre-employment drug test results are reported as positive, the individual will be disqualified from the DOT-covered position and Occupational Health Programs will notify the hiring department that the individual has been medically disqualified. For applicants who are current County employees, OHP will apply the provisions of the County's 1992 Drug-Free Workplace Program in regard to offering rehabilitation services and to notification of the employee's current department.

APPENDIX B

ROLE OF THE MEDICAL REVIEW OFFICER

(a) *MRO Responsibilities.*

(1) The role of the MRO is to review and interpret confirmed positive drug test results obtained through the testing program. In carrying out this responsibility, the MRO must examine alternate medical explanations for any positive test result. This action may include conducting a medical interview with the individual and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO must review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO must not, however, consider the results of urine samples that are not obtained in accordance with DOT regulations.

(2) The MRO may require that the primary specimen be re-analyzed to verify the accuracy or validity of the test result.

(3) The duties of the MRO with respect to negative drug tests are purely administrative.

(4) The MRO will maintain records regarding the program in accordance with Title 49, CFR, Subpart D, Part 382.409.

(b) *Positive Test Results.*

(1) Prior to making a final decision to verify a positive test result, the MRO must give the individual an opportunity to discuss the test result with him/her.

(2) The MRO will contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. Except as provided in section (b)(5) of this Appendix, the MRO must talk directly with the employee before verifying a test is positive.

(3) If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO must contact the DPM who must direct the individual to contact the MRO as soon as possible.

(4) If, after making all reasonable efforts, the DPM is unable to contact the employee, the department must follow its policy on dealing with the individual.

(5) The MRO may verify a test as positive without having communicated directly with the employee about the test in three circumstances:

(i) the employee expressly declines the opportunity to discuss the test;

(ii) the DPM has successfully made and documented a contact with the employee and instructed the employee to contact the MRO, and more than 5 days have passed since the date the employee was successfully contacted by the DPM; or

(iii) other circumstances provided for in the DOT Rules.

(6) If a test is verified positive under the circumstances specified in section (b)(5)(ii) of this Appendix, the employee may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from timely contacting the MRO. The MRO, on the basis of such information, may re-open the verification allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is legitimate explanation, the MRO declares the test to be negative.

(c) *Re-analysis Authorized.*

The MRO must notify each employee who has a confirmed positive test that the employee has 72 hours in which to request a test of the split specimen.

(1) If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO must direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO must cancel the test and report cancellation and the reasons for it to the DOT, the CPM, and the employee.

(2) If the employee has not contacted the MRO within 72 hours, as provided above, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO must direct the re-analysis of the primary specimen or analysis of the split specimen, as applicable, be performed.

(3) The employee is not authorized to request a re-analysis of the primary specimen.

(d) *Disclosure of information.*

Except as provided below in paragraph (d)(1), the MRO must not disclose to any third party medical information provided by the individual to the MRO as a part of the testing verification process.

(1) The MRO may disclose such information to the County, a DOT agency or other Federal safety agency, or a physician responsible for determining the medical qualification of the employee under appropriate DOT regulation, as applicable, only if:

(i) an applicable DOT regulation permits or requires such disclosure;

(ii) in the MRO's reasonable medical judgment, the information could result in the employee being determined to be medically unqualified under an applicable DOT agency rule; or

(iii) in the MRO's reasonable medical judgment, in a situation in which there is no DOT rule establishing physical qualification standards applicable to the employee, the information indicates that continued performance by the employee of his or her covered function could pose a significant safety risk.

(2) Before obtaining medical information from the employee as part of the verification process, the MRO must inform the employee that information may be disclosed to third parties as provided above, in section (d)(1), and the identity of any parties to whom information may be disclosed.

APPENDIX C

BREATH ALCOHOL TESTING PROCEDURES

(a) *Locations for Breath Alcohol Testing.*

(1) The County will identify breath alcohol testing locations which will be required to meet provisions set forth in Title 49, CFR, Part 40, Subpart C. Specifically, they will be required to have all necessary personnel, materials, equipment for breath testing that will be provided at the location where testing is conducted. Covered employees will be directed to these sites to participate in alcohol breath testing in accordance with procedures set forth in Title 49, CFR, Part 40, Subpart C.

(2) In unusual circumstances (e.g. when it is essential to conduct a test outdoors at the scene of an accident), a test may be conducted at a location that does not fully meet the requirements of paragraph (a)(1) above. In such a case, all effort will be made to provide visual and aural privacy to the employee to the greatest extent practicable.

(3) The Breath Alcohol Technician (BAT) will supervise only one employee's use of the Evidential Breath Testing (EBT) device at a time. The BAT will not leave the alcohol testing location while the testing procedure for a given employee is in progress.

(b) *The Breath Alcohol Testing Form.*

(1) A Breath Alcohol Testing Form prescribed by DOT will be used for maintaining the breath alcohol test results. A copy of the Form is located in the Forms' section. This Form cannot be revised or modified except that a form directly generated by an EBT may omit the space for affixing a separate printed result to the Form.

(2) The Form will provide triplicate copies. Copy 1 (white) will be retained by the BAT. Copy 2 (green) will be provided to the employee. Copy 3 (blue) will be transmitted to the keeper of records, Addiction Medical Consultants, Inc. (AMC). Except for the Form generated by an EBT, the size of the Form must be 82 by 11 inches in size.

(c) *Preparation for Breath Alcohol Testing.*

(1) The BAT will require a positive identification of the employee, either through a photo I.D. card or by a departmental representative.

(2) If requested by the employee, the BAT must provide a positive identification to the employee.

(3) The BAT must explain the testing procedure to the employee.

(d) *Procedures for Screening Tests.*

(1) The BAT must complete Step 1 on the Breath Alcohol Testing Form. The employee must then complete Step 2 on the Form, and sign the certification. Refusal by the employee to sign the certification will be regarded as refusal to take the test.

(2) After the BAT attaches an individually-sealed mouthpiece (opened in view of the employee) to the EBT device, the BAT will instruct the employee to blow forcefully into the mouthpiece until the EBT device indicates that adequate breath has been obtained.

(3) If the EBT device has capability to print the Breath Alcohol Testing Form, the BAT must ensure, before administering the test, that both BAT and employee read the sequential number displayed by the device. Following the test, the BAT must show the employee the result displayed on the EBT device.

If the EBT device generates a printed result, but does not print it directly onto the Breath Alcohol Testing Form, the BAT must show the employee the result displayed on the EBT device and affix the result printout to the Breath Alcohol Testing Form in the designated space, using a method that will provide clear evidence of removal (such as tamper-evident tape).

If the EBT device lacks printing capabilities, the BAT must show the employee the result displayed on the EBT device, complete Step 3 of the Breath Alcohol Testing Form, and make required entries in the log book. The employee must initial the log book entry.

(4) If the screening test reveals a BAC of 0.02 or greater, a confirmation test will be performed.

(e) *Procedures for Confirmation Test.*

(1) The employee must be instructed not to eat, drink, put any object or substance into his or her mouth, and to the extent possible, not belch during the 15-minute waiting period between the completion of the screening test and the beginning of the confirmation test.

(2) This test must be performed within 30 minutes of the completion of the screening test.

(3) If the screening and confirmation test results are not identical, the confirmation result is deemed to be final.

(4) The BAT must ensure, before administering the test, that both BAT and employee read the sequential number displayed by the device. If the EBT device has capability to print the test results directly onto the Breath Alcohol Testing Form, the BAT must show the employee the result displayed on the EBT device.

If the EBT device generates a printed result, but does not print it directly onto the Breath Alcohol Testing Form, the BAT must show the employee the result displayed on the EBT device, and affix the test result printout to the Breath Alcohol Testing Form in the designated space using a method that will provide clear evidence of removal.

(5) Failure to sign in Step 4 of the Form must not be considered a refusal to be tested, and the BAT must note the employee's failure to sign in the remarks section of the Breath Alcohol Testing Form.

(6) The BAT at the collection site will transmit all results to AMC in a confidential manner in writing, by telephone, or electronic means.

NOTE: If an employee is accompanied to the alcohol testing location by an authorized departmental representative, then the authorized representative may observe the testing procedure(s), and the BAT will provide the test results (Copy 3 of the Breath Alcohol Testing Form) directly to the authorized representative.

In case of a confirmed positive test, the results will be transmitted immediately to AMC or the accompanying authorized departmental representative in order to prevent the employee from performing safety-sensitive functions.

(f) *Refusal to Test and Uncompleted Test.*

Refusal to complete and sign the Breath Alcohol Testing Form (Step 2 only), to provide breath or an adequate amount of breath, or otherwise to cooperate with the testing process in a way that prevents completion of the test, will be noted by the BAT in the remarks section of the Breath Alcohol Testing Form. The testing process will be terminated and the BAT will immediately notify AMC.

(g) *Inability to Provide an Adequate Amount of Breath.*

(1) The BAT must instruct the employee to attempt to provide an adequate amount of breath. If the employee refuses to make an attempt, the BAT will immediately inform AMC.

(2) If the employee attempts and fails to provide an adequate amount of breath, the BAT will so note in the remarks section of the Breath Alcohol Testing Form and immediately inform AMC who will direct the employee to obtain an evaluation from a licensed physician concerning the employee's medical ability to provide an adequate amount of breath.

(3) If the physician provides a written statement that a medical condition exists to preclude an adequate amount of breath, it will not be regarded as a refusal to take a test. If the physician is unable to determine a medical condition exists to provide an adequate amount of breath, it will be regarded as a refusal to take a test.

APPENDIX D

URINE SPECIMEN COLLECTION PROCEDURES

(a) *Scope - Drugs Covered.* The DOT drug testing regulations require that testing be conducted for marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP). Urine specimens collected under this policy will be used only to test for controlled substances designated or approved for testing in accordance with the DOT Rules and will not be used to conduct any other analysis or test.

(b) *Designation of Collection Site.* The County will identify collection sites which will be required to meet provisions set forth in 49 CFR Part 40, Subpart B. Specifically, they will be required to have all necessary personnel, materials, equipment, facilities and supervision to provide the collection, security, temporary storage, and shipping or transportation of specimens to a DHHS-certified drug testing laboratory. Covered employees will be directed to provide urine specimens at these sites in accordance with procedures set forth in 49 CFR Part 40, Subpart B.

(c) *Privacy.*

(1) Procedures for collecting urine samples will allow for individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described below.

(2) The following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:

(i) the employee presents a urine sample that falls outside the normal temperature range (32E-38EC/90.0E-100.0EF), and

(A) the employee declines to provide a measurement of oral body temperature immediately after the specimen is collected and the collection site person inspects the specimen to determine its color and look for any signs of contaminants, or

(B) the oral body temperature varies by more than 1EC/1.8EF from the temperature of the specimen;

(ii) the last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration of 0.2 grams/Liter;

(iii) the collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.); or

(iv) the employee has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted under a DOT regulation providing for follow-up testing upon or after return to service.

(3) A designated department representative, must review and concur in advance with any decision by a collection-site person to obtain a specimen under the direct observation of a same gender collection-site person based upon the circumstances described above in section (c)(2) of this Appendix.

(d) *Integrity and Identity of Specimen.* The collection-site person must take precautions to ensure that a urine specimen is not adulterated or diluted during the collection procedure, and that information on the collection container and the drug testing custody and control form can identify the individual from whom the specimen is obtained. The following minimum precautions will be taken to ensure that unadulterated specimens are obtained and correctly identified:

(1) To deter the dilution of specimens at the collection site, toilet bluing agents will be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue. Where practicable, there will be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs. If there is another source of water in the enclosure, it will

be effectively secured or monitored to ensure it is not used as a source for diluting the specimen.

(2) When an employee arrives at the collection site, the collection-site person must ensure that the employee is positively identified as the individual selected for testing (e.g., through presentation of photo identification or identification by the department's representative). If the employee's identity cannot be established, the collection-site person will not proceed with the collection. If the employee requests the collection-site person must show his/her identification to the employee.

(3) The collection-site person will ask the employee to remove any unnecessary outer garments such as a coat or a jacket that might conceal items or substances that could be used to tamper with or adulterate the employee's urine specimen. The collection-site person must ensure that all personal belongings of the employee, such as a purse or briefcase remain with the employee's outer garments. The employee may retain his/her wallet. If the employee requests it, the collection-site person must provide the employee a receipt for any personal belongings.

(4) The employee will be instructed to wash and dry his/her hands prior to providing a sample.

(5) After washing hands, the employee will remain in the presence of the collection-site person and will not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials which could be used to adulterate the specimen.

(6) The employee may provide his/her sample in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The collection-site person will provide the employee with a specimen bottle or collection container, if applicable, for this purpose.

(7) The collection-site person will note any unusual behavior or appearance on the drug testing custody and control form.

(8) In the exceptional event that a County-designated collection site is not accessible and there is an immediate requirement for specimen collection (e.g., a situation requiring a post-accident test), a public rest-room may be used according to the following procedures:

(i) A collection-site person of the same gender as the employee must accompany the employee into the public rest-room which must be made secure during the collection procedure. If possible, a toilet bluing agent must be placed in the bowl and any accessible toilet tank.

The collection-site person must remain in the rest-room, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection-site person will instruct the employee not to flush the toilet until the specimen is delivered to the collection-site person. After the collection-site person has possession of the specimen, the employee will be instructed to flush the toilet and to participate with the collection-site person in completing the chain-of-custody procedures.

(9) *Split Sample.*

(i) Since the County is subject to drug testing Rules promulgated by the FHWA, it is required to use the "split sample" method of urine collection for drug testing. Under this method, the employee will be required to provide at least 45 milliliters (mL) of urine.

(ii) (A) The employee will be asked to provide a sample in a collection container or a specimen bottle capable of holding at least 60 mL.

(B) 1) If a collection container is used, the collection site person, in the presence of the donor, will pour the urine in two specimen bottles. Thirty (30) mL will be poured into one bottle, to be used as the primary specimen.

At least 15 mL will be poured into the other bottle, to be used as the split specimen.

2) If a single specimen bottle is used as a collection container, the collection site person, in the presence of the donor, will pour 15 mL of urine from the specimen bottle into a second specimen bottle (to be used as the split specimen) and retain the remainder (at least 30 mL) in the collection bottle (to be used as the primary specimen).

(C) Both bottles will be shipped in a single shipping container, together with copies 1, 2, and the split specimen copy of the chain-of-custody form, to the laboratory.

(D) If the test result of the primary specimen is positive, the employee can request the MRO to direct the split specimen be tested in a different DHHS-certified laboratory for the presence of the drug(s) tested positive in the primary specimen. The MRO must honor the request if it is made within 72 hours of the employee having been notified of a verified positive test.

(E) When the MRO informs the laboratory in writing that the employee has requested a test of the split specimen, the laboratory must forward, to a different DHHS-approved laboratory, the split specimen bottle, with seal intact, a copy of the MRO's request, and the split specimen copy of the chain-of-custody form with appropriate chain-of-custody entries.

(F) The result of the test of the split specimen will be transmitted by the second laboratory to the MRO.

(G) Action required by DOT regulations as a result of a positive drug test (e.g., removal from performing a safety-sensitive function) will not be stayed pending the result of the split specimen.

(H) If the result of the test of the split specimen fails to reconfirm the presence of drug(s) or drug metabolite(s) found in the primary specimen, the MRO must cancel the test, and report the cancellation and the reason for it to the DOT, the DPM, and the employee.

(iii) Upon receiving the specimen from the individual, the collection-site person will determine if there are at least 30 mL of urine for the primary specimen bottle and an additional 15 mL for the split specimen bottle.

(A) If the individual is unable to provide the necessary quantity of urine, the collection site person will instruct the individual to drink up to 40 ounces of fluids during a period of up to three (3) hours, and again attempt to provide a complete sample using a fresh collection container.

(B) The original insufficient specimen will be discarded.

(C) If the employee is still unable to provide an adequate specimen, the insufficient specimen will be discarded, testing discontinued, and AMC so notified. The MRO will refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO must report his/her conclusions to the DPM in writing.

(D) In pre-employment testing, if the County does not wish to hire the individual, the MRO is not required to make a referral.

(10) After the specimen is provided and submitted to the collection-site person, the employee must be allowed to wash his/her hands.

(11) Immediately after the specimen is collected, the collection-site person will measure the temperature of the specimen. The temperature must be taken within 4 minutes of urination.

(12) A specimen temperature outside the range of 32E-38EC/90E-100EF constitutes a reason to believe that the employee has altered or substituted the specimen. In such cases, the employee may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe he/she may have altered or substituted the specimen.

(13) Immediately after the specimen is collected, the collection-site person must also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings will be noted on the urine custody and control form.

(14) All specimens suspected of being adulterated will be forwarded to the laboratory for testing.

(15) Whenever there is reason to believe that an individual has altered or substituted the specimen, a second specimen will be obtained as soon as possible under the direct observation of a collection-site person of the same gender.

(16) Both the individual being tested and the collection-site person, will keep the specimen in view at all times prior to it being sealed and labeled. The specimen will be sealed (by placement of a tamper-proof seal over the bottle cap and down the sides of the bottle) and labeled in the presence of the employee. If the specimen is transferred to a second bottle, the collection-site person will request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal over the bottle cap and down the sides of the bottle.

(17) The collection-site person and the individual being tested must be present at the same time during procedures outlined in Paragraphs (d)(18)-(d)(21).

(18) The collection-site person must place securely on the bottle an identification label which contains the date, the individual's specimen number, and any other identifying information provided or required by the County. If separate from the label, the tamper-proof seal must be also applied.

(19) The individual must initial the identification label on the specimen bottle for certifying that the specimen collected is from him/her.

(20) The collection-site person must enter all information identifying the specimen on the drug testing custody and control form, and must sign the form certifying that the specimen collection was conducted according to applicable Federal requirements.

(21) (i) The individual will be asked to read and sign a statement on the form certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided.

(ii) When specified by DOT regulations or required by the collection site (other than a County site) or by the laboratory, the employee may be required to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances, and release of the results to the employer.

The employee may not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling, or analysis of the specimen, or to indemnify any person for the negligence of others.

(22) The collection-site person will complete the chain-of-custody portion of the form, and prepare the specimen for shipment. If the specimen is not immediately prepared for shipment, the collection site person must ensure that it is appropriately safeguarded during temporary storage.

(23) The collection-site person cannot leave the collection site in the interval between presentation of the specimen by the employee and securement of the sample with an identifying label bearing the employee's specimen identification number (shown on the urine custody and control form) and seal initialed by the employee. If it becomes necessary for the collection site person to leave the site during this interval, the collection will be nullified and, at the election of the Addiction Medical Consultants, Inc., a new collection begun.

(e) *Failure to cooperate*. If the employee refuses to cooperate with the collection process, the collection-site person will inform Addiction Medical Consultants, Inc. and will document the non-cooperation on the drug testing custody and control form.

(f) *Employee Requiring Medical Attention*. If the sample is being collected from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention will not be delayed in order to collect the specimen.

APPENDIX E

LABORATORY PROCEDURES

(a) *Security and Chain-of-Custody*. The drug testing laboratories will be required to be secure at all times. They will be required to use chain-of-custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results during storage, and continuing until final disposition of specimens.

(b) *Receiving*.

(1) Shipments of specimens received by the laboratories will be checked for tampering and chain-of-custody information. The specimens will be retained in the laboratories until all analyses have been completed.

(2) If the laboratory observes that the split specimen is untestable, inadequate, or unavailable for testing, the laboratory must nevertheless test the primary specimen. The laboratory does not inform the MRO of the untestability, inadequacy, or unavailability of the split specimen until and unless the primary specimen is a verified positive test and the MRO has informed the laboratory that the employee has requested a test of the split specimen.

(3) The laboratory will log in the split specimen, with the split specimen bottle seal remaining intact, and store the sample securely. If the result of the test of the primary specimen is negative, the laboratory may discard the split specimen. If the result of the test of the primary specimen is positive, the laboratory must retain the split specimen in storage for 60 days from the date which the laboratory acquires it (see section (h) of this Appendix). Following the end of the 60-day period, if not informed by the MRO that the employee has requested a test of the split specimen, the laboratory may discard the split specimen.

(4) When directed in writing by the MRO to forward the split specimen to another DHHS-certified laboratory for analysis, the second laboratory must analyze the split specimen by GC/MS to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen. Such GC/MS confirmation must be conducted without regard to cutoff levels of section (f) of this Appendix. The split specimen must be retained in long-term storage for one (1) year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the testing is pending).

(c) *Short-term refrigerated storage.* Specimens that do not receive an initial test within 7 days of arrival at the laboratory will be placed in secure refrigeration units.

(d) *Specimen Processing.* When conducting tests, every batch of specimens is required to have an appropriate number of standards for calibrating instruments and a minimum of 10 percent controls. Both quality control and blind performance test samples are required to appear as ordinary samples to laboratory analysts.

(e) *Initial Test.*

(1) The initial test will be an immunoassay which meets the requirement of the Food and Drug Administration for commercial distribution. The following initial cutoff levels will be used when screening specimens to determine whether they are negative for the five drugs for which testing is required.

	Initial test cutoff levels (ng/ml)
Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites	[1]300
Phencyclidine	25
Amphetamines	1,000

[1] 25 ng/ml if immunoassay specific for free morphine

(2) These cutoff levels are subject to change by the DHHS as advances in technology or other considerations warrant identification of these substances at other concentrations.

(f) *Confirmatory Test.*

(1) All specimens identified as positive on the initial test will be confirmed using GC/MS techniques at the cutoff values listed below for each drug. All confirmations will be by quantitative analysis. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory record as "greater than highest standard curve value."

	Confirmatory test cutoff levels (ng/ml)
Marijuana metabolites[2]	15
Cocaine metabolites[3]	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25

[2] Delta-9-tetrahydrocannabinol-9-carboxylic acid.

[3] Benzoylecgonine

	Confirmatory test cutoff levels (ng/ml)
Amphetamines:	
Amphetamine	500
Methamphetamine[4]	500

(2) These cutoff levels are subject to change by the DHHS as advances in technology or other considerations warrant identification of these substances at other concentrations.

(3) *Retention Of Samples.*

(i) Samples that yield positive results on confirmation must be retained by the laboratory in properly secured, long-term, frozen storage for at least 365 days.

(ii) Within this 365 day period, the employee or designated representative, DOT agency or other State agencies with jurisdiction, or the County may request in writing that the sample be retained for an additional period. If the laboratory does not receive the request to retain the sample within the 365- day period, the sample may be discarded.

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[4] Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

(g) *Reporting Results.*

(1) The laboratory will report test results to the County's MRO within an average of 5 working days after receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it will be reviewed, and the test certified as an accurate report by the laboratory's responsible individual. The report will identify the drugs/metabolites for which tests are conducted, whether results are positive or negative, the specimen number assigned by the County, and the drug testing laboratory specimen identification number.

(2) The laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive will be reported positive for a specific drug.

(3) The MRO may request from the laboratory and the laboratory must provide quantitation of test results. The MRO must report whether the test is positive or negative and may report the drug(s) for which there was a positive test, but will not disclose the quantitation of test results to the department. The MRO may reveal the quantitation of a positive test result to the department, the employee, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee, and arising from a verified positive test.

(4) The laboratory may transmit results to the MRO by various electronic means (e.g., teleprinter, facsimile, or computer) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory and Addiction Medical Consultants, Inc. (AMC) will ensure the security of data transmission and limit access to any data transmission, storage, and retrieval system.

(5) The laboratory will send only to the MRO the original or a certified true copy of the drug testing custody and control form (part 2), which, in the case of a report positive for drug use, will be signed (after the required certification block) by the individual responsible for day-to-day management of the drug testing laboratory or the individual responsible for attesting to the validity of the test reports, and attached to which shall be a copy of the test report.

(6) The laboratory will provide to Addiction Medical Consultants, Inc. (AMC) an aggregate quarterly statistical summary of urinalysis testing of the County's employees not more than 14 calendar days after the end of the quarter covered by the summary. Laboratory confirmation data only must be included from test results reported within the quarter. The summary must contain only the following information:

(i) Number of specimens received for testing;

(ii) Number of specimens confirmed positive for:

1. Marijuana metabolite
2. Cocaine metabolite
3. Opiates;
4. Phencyclidine;
5. Amphetamines;

(iii) Number of specimens for which a test was not performed.

Quarterly reports will not contain personal identifying information or other data from which it is reasonably likely that information about individuals' tests can be readily inferred. If necessary, in order to prevent disclosure of such data, the laboratory will not send such a report until data are sufficiently aggregated to make such an inference unlikely. In any quarter in which a report is withheld for this reason, or because no testing was conducted, the laboratory must so inform AMC in writing.

(7) The laboratory will make available copies of all analytical results for County's drug testing programs when requested by DOT with regulatory authority over the County.

(8) All records pertaining to a given urine specimen will be retained by the drug testing laboratory for a minimum of 2 years.

(h) *Long-Term Storage*. Long-term storage (-20 C or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. Drug testing laboratories must retain and place in properly secured long-term frozen storage for a minimum of 1 year all specimens confirmed positive, in their original labeled specimen bottles. Within this 1-year period, the AMC (or other person designated in a DOT agency regulation) may request the laboratory to retain the specimen for an additional period of time, but if no such request is received the laboratory may discard the specimen after the end of 1 year, except that the laboratory will be required to maintain any specimens known to be under legal challenge for an indefinite period.

(i) *Retesting Specimens*. Because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

(j) *Laboratory facilities.*

(1) Laboratory facilities will comply with applicable provisions of any State licensing requirements.

(2) Laboratories certified in accordance with DHHS Guidelines must have the capability, at the same laboratory premises, of performing initial and confirmatory tests for each drug or metabolite for which service is needed.

(k) *Documentation.* The drug testing laboratories will maintain and make available for at least 2 years, documentation of all aspects of the testing process. This 2-year period may be extended upon written notification by DOT or by the County. The required documentation will include personnel files on all individuals authorized to have access to specimens; chain-of-custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculation used in determining test results); reports; records on performance testing; performance on certification inspections; and hard copies of computer-generated data. The laboratory will maintain documents for any specimen known to be under legal challenge for an indefinite period.

(l) *Additional Requirements for Certified Laboratories.* The laboratory must not enter into any relationship with the County's MRO that may be construed as a potential conflict of interest or derive any financial benefit by having the County use a specific MRO.

ACRONYMS

AMC..... Addiction Medical Consultants, Inc.

BAC ..... Breath Alcohol Concentration

BAT..... Breath Alcohol Technician

CDL .....Commercial Driver's License

CFR ..... Code of Federal Regulations

CPM..... County's Program Manager

DHHS ..... Department of Health and Human Services (Federal)

DHR.....Department of Human Resources (County)

DOT .....Department of Transportation (Federal)

DPM..... Department Program Manager

EAP .....County Employee Assistance Program

EBT..... Evidential Breath Testing

FHWA..... Federal Highway Administration

GC/MS..... Gas chromatography/mass spectrometry

mL ..... Milliliters

MRO ..... Medical Review Officer

ng/ml..... nanograms/milliliter

OTETA..... Omnibus Transportation Employee Testing Act (Federal)

SAP ..... Substance Abuse Professional

ARTICLE 37 TERMINATION PAY

The parties agreed to study and implement roll over of termination pay (time certificates) into a tax qualified plan by July 1, 2005.

In November 2004, the Termination Pay Pick Up Plan (TPP) was implemented to tax defer termination pay (time certificates). Effective May 31, 2006, the TPP ceased accepting new applications pending further IRS guidance.

Pending the outcome of the IRS guidance, management shall continue to work with the CCU to have the TPP comply with the new regulations; otherwise, investigate alternatives for the tax deferral of termination pay.

ATTACHMENT A

SUMMARY DESCRIPTION OF THE CHOICES PLAN

The Choices Plan will be operated as a cafeteria benefit plan pursuant to Section 125 of the Internal Revenue Code.

The parties jointly agree that the Coalition of County Unions (CCU) will establish an IRS qualified mandatory Retiree Medical Trust, and the costs of establishing the Trust shall be at no cost to the County. The Trust shall be administered by the CCU. The County agrees to transfer on a pre-tax basis the employees' non-elective income contributions to the Trust. The CCU agrees to indemnify and hold harmless the County from any liabilities of any nature which may arise as a result of the operation of the Trust, except for the obligation of the County to make and report the non-elective transfer of employees' income contributions as described herein.

In addition, the parties agree to reopen the CCU Fringe MOU in the event LACERA fails to adopt the parties jointly recommended changes to the Retiree Health Program.

PLAN YEAR

The Choices Plan became effective on July 1, 1989 pursuant to mutual agreement between the County and the Coalition. The Plan operates on a "Plan Year" basis as required by Section 125. The first Plan Year (hereinafter referred to as the "1989 Plan Year") consists of the six-month period spanning July 1, 1989, through December 31, 1989.

The second Plan Year (hereinafter referred to as the "1990 Plan Year") consists of the 12-month period spanning January 1, 1990, through December 31, 1990. The third Plan Year will be January 1, 1991, through December 31, 1991. It is the intent of the parties that all subsequent Plan Years and periods of coverage will consist of twelve (12) months, January 1 through December 31, of each year.

ELIGIBLE EMPLOYEES

Eligible employees will include all full-time permanent employees who are: 1.) represented by the Coalition; 2.) employees in bargaining units covered by the Coalition Fringe Benefit Memorandum of Understanding; and 3.) non-represented employees who are ineligible to participate in the County's Flexible Benefit Plan for non-represented employees. For purposes of this Plan, "full-time permanent employee" means any employee appointed to an "A", "D", "M", "N" or "Z" item, as defined in Title 6 of the County Code. An eligible employee shall become a "Participant" in the Choices Plan upon meeting all of the requirements for participation set forth below.

HOW THE PLAN WORKS

It is the purpose of the Choices Plan to allow Participants to choose among the various benefits contained within the Plan in a manner that best meets their personal needs, and, further, to choose, to the maximum extent permitted by applicable law, between taxable and nontaxable compensation. The benefit options available, and various rules relating to those options, are set forth below:

1. HEALTH INSURANCE: Participants may purchase a County-sponsored, or one of the following County-approved union-sponsored health insurance plans.

(Beginning plan year 2008, pediatric office/urgent care co-pays will be zero dollars ($0) for children up to age five (5)):

a. Group Model HMO

Effective January 1, 2008, a $10.00 mandatory office/urgent care co-pay, a $10.00-generic/ $20.00-brand name prescription co-pay and a $50.00 emergency room co-pay for the health plan.

b. Traditional HMO/Point of Service

Effective January 1, 2008, Choices will no longer offer Cigna's PPO as one of the Medical Plan selections.

Effective January 1, 2008, a mandatory $10.00 office/urgent care co-pay and a $10.00 generic/$20.00 brand name prescription plan. Effective January 1, 2007, $25.00 urgent care co-pay and a $50.00 emergency room co-pay.

c. California Association of Professional Employees (CAPE) Health Plan.

d. Los Angeles County Fire Fighters Local 1014 Health and Welfare Plan.

e. Association for Los Angeles Deputy Sheriffs (ALADS) Health Plan.

Enrollment Rules:

a. Two County-sponsored health insurance plans will be fully open to all Participants, and their dependents, subject to evidence of dependent eligibility as defined by the County. The premiums in effect on January 1 of each Plan Year for the County-sponsored health insurance plans will remain unchanged for the duration of that Plan Year unless mid-year premium increases are required due to imposition of state or federal taxes. The premiums for the County-approved union-sponsored health insurance plans may be adjusted during each Plan Year at the request of the sponsoring union, subject to approval by the County.

b. The CAPE Health Plan will be available to all Choices Participants, and their dependents, subject to evidence of dependent eligibility as defined by the County.

c. The Fire Fighters Plan is only available to Fire Fighter personnel who are members of Local 1014. It will be open to new hires (i.e., Fire Fighter recruits still within their first 60 days of employment), and their dependents, and to veteran Local 1014 members, and their dependents, subject to evidence of dependent eligibility as defined by the County.

d. The ALADS Health Plan is only available to Peace Officers who are eligible to be members of ALADS and Lifeguards and any employee in a bargaining unit represented by PPOA, including #621 and #614. It will be fully open to members of those groups, and their dependents, subject to evidence of dependent eligibility as defined by the County.

e. Every Participant in the Choices Plan must be enrolled in one of the above plans or certify that he/she has other health insurance coverage that is similar to what Choices offers through another employer, a spouse/domestic partner's employer-sponsored medical plan, veteran's benefits, retirement plan, or Medicare to receive the waiver contribution. Such certification must state the name of the other insurance plan, name of the employer or retirement plan, and the name, Social Security Number and medical record number of the subscriber.

Beginning in January 2015, participants may decline coverage to enroll in an individual health insurance plan (including enrolling in health insurance coverage through a health care exchange); however, there will be no waiver contribution for participants who choose to decline coverage and enroll in an individual plan.

The provisions of the above paragraph shall not apply to participants who decline coverage and enroll in an individual health insurance plan prior to January, 2014.

The County agrees to indemnify and hold the members of the Coalition harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this section.

Effective January 1, 2011, in the event a participant fails to provide the required health insurance certification, they will be enrolled by default into a health insurance plan as follows:

- Participants represented by CAPE will be enrolled in the lowest cost CAPE health insurance plan subject to the terms of subsection b.

- Participants eligible for participation in the Local 1014 plan will be enrolled in the lowest cost Local 1014 health insurance plan subject to the terms of subsection c.

- Participants eligible for participation in the ALADS Health Plan will be enrolled in the lowest cost ALADS health insurance plan subject to the terms of subsection d.

- All other participants will be enrolled in the lowest cost County-sponsored Choices health insurance plan.

2. DENTAL INSURANCE: Choices Participants may purchase a County-sponsored PPO or HMO dental plan:

Enrollment Rules:

All dental plans will be fully open to all Participants. As with health insurance, every Participant must be enrolled in a County-sponsored dental plan or certify that he/she has other dental coverage. Such certification shall require the name of the dental plan, the name of the subscriber and the Social Security number of the subscriber. The premiums in effect on January 1 of each Plan Year for the dental plans will remain unchanged for the duration of each Plan Year, unless mid-year adjustments are required due to imposition of state or federal taxes, or unless adjustments are otherwise agreed to by the County and Coalition.

Beginning January 1, 2007, the premiums for these plans will be on a three tier basis.

County contribution subsidy rates for Delta Dental during the term of the agreement as follows:

PPO Dental Subsidy

Coverage	2016	2017	2018
Employee Only	$20.59	$20.59	$20.59
Employee plus one dependent	$36.02	$36.02	$36.02
Employee plus two or more dependents	$56.58	$56.58	$56.58

If the County discontinues the buy down of the PPO Dental subsidy, the cost of such buy down will be added proportionately to the contribution rate of all Choices participants, whether such participants purchase a PPO dental plan or not.

3. LIFE INSURANCE: All Choices Participants will automatically receive $2,000 of term life insurance coverage if they are General Members of Retirement Plan A, B, C, D, or G or Safety Members of Retirement Plan A, B, or C. General Members of Retirement Plan E are entitled to receive $10,000 of term life insurance coverage. This coverage is fully paid by the County outside of the Choices Plan.

Participants may purchase optional County-sponsored term life insurance in amounts up to –eight times their annual salary. The County will subsidize the three-year rate guarantee for optional term life quoted by the insurer at a 15% subsidized rate for the term of this agreement.

Employees in Retirement Plan E may purchase up to $40,000 of this coverage on a pretax basis through the Plan. General Members of Retirement Plan A, B, C, D, or G or Safety Members of Retirement Plan A, B, or C may purchase up to $48,000 of coverage on a pretax basis through the Plan. Coverage in excess of $40,000 or $48,000, whichever is applicable, must be purchased on an after-tax basis outside the Plan.

Employees may elect to purchase optional life insurance in increments of $5,000 to a maximum of $20,000 for their spouse or domestic partner. The effective date of this option is January 1, 2005. Additional coverage of lesser amounts is available for dependents and domestic partners.

The premiums in effect on January 1 of each plan year for the life insurance program will remain unchanged for the duration of that Plan Year, unless mid-year adjustments are required due to imposition of state or federal taxes.

4. ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Participants may purchase County-sponsored AD&D insurance in specified amounts from $10,000 to $250,000, but not more than ten times their annual salary. Additional coverage in lesser amounts is available for dependents.

Enrollment Rules:

Participants may increase or decrease coverage, or continue existing coverage. No evidence of insurability is required. The premiums in effect on January 1 of each plan year for the AD&D program will remain unchanged for the duration of that Plan Year, unless mid-year adjustments are required due to imposition of state or federal taxes.

5. HEALTH CARE SPENDING ACCOUNT: Each Participant may allocate from $10.00 to $200.00 per month to a Health Care Spending Account. Changes to these limits for subsequent Plan Years shall be recommended by the Committee. Money allocated to a Health Care Spending Account may be expended on behalf of a Participant, or of his/her dependents, for "medical expenses," as defined in the Internal Revenue Code, incurred during the current Plan Year. Payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no later than six months after the close of the Plan Year in which the medical expenses were incurred.

Effective with Plan Year 2014, up to $500.00 of unused Health Care Spending Account funds from the prior Plan Year will be carried over to the next Plan Year.

6. DEPENDENT CARE SPENDING ACCOUNT:

a. Each Participant may allocate from $10.00 to $400.00 per month to a Dependent Care Spending Account. Increases or decreases in the limits will be recommended by the Committee. Money allocated to a Dependent Care Spending Account may be expended on "employment-related" dependent care expenses, as defined in the Internal Revenue Code. As with the Health Care Spending Account, payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee.

Such procedures will provide that claims must be submitted no later than six months after the close of the Plan Year in which the dependent care expenses were incurred.

b. Effective with the Plan year beginning January 1, 2008, the County shall provide a monthly contribution to each participant's Dependent Care Spending Account based on the employee's annual salary as follows:

Employee Gross Annual Salary	Employer Contribution per month
Less than $29,999	$375
$30,000-$34,999	$300
$35,000-$39,999	$275
$40,000-$44,999	$200
$45,000-$49,999	$125
$50,000 or more	$75

The County contribution towards Dependent Care Spending Account for CCU members is subject to an annual limit not to exceed $3.330 Million Dollars for plan years 2016, 2017 and 2018 (for a total of $9.990 Million Dollars). Any remaining amount not used in the Plan Year will be returned to the County's General Fund.

Participants in the Choices Dependent Care Spending Account will be able to use their account for eligible Child Care and/or Elder Care expenses up to the maximum allowable contribution amount.

Participants would be required to sign up for the Dependent Care Spending Account subject to existing administrative rules, IRS regulations, and other requirements governing flexible spending accounts.

The implementation of the County contribution towards Choices Dependent Care Spending Account shall not change any of the IRS guidelines and/or claims procedures as established by the Committee and outlined in the Health Care and Dependent Care Spending Accounts booklet. The CCU and Chief Executive Office Employee Relations Division will be responsible for making recommendations regarding the administration of the Dependent Care Spending Account and developing communication materials and election information. The provisions for the Choices Dependent Care Spending Account will be provided during the term of this MOU agreement.

7. TAXABLE CASH: Any portion of any County contribution which is not used to pay for the costs of nontaxable benefits available under this Plan shall be paid to the Participant as taxable cash.

HEALTH INSURANCE CONTRIBUTIONS

The County will make contributions on behalf of each Participant pursuant to the following three rate structure for the term of this agreement:

Coverage	Monthly Contribution		
	2016	2017	2018
Employee who waives health insurance coverage	$244.00	$244.00	$244.00
Employee Only	$860.72	$912.37	$971.68
Employee plus one dependent	$1,570.43	$1,664.66	$1,772.86
Employee plus two or more dependents	$1,855.16	$1,966.47	$2,094.29

In addition, in Plan Years 2016, 2017 and 2018, the County will buy down the premium of every County or Union sponsored health plan so the premium is decreased $5.44 per month for Employee Plus One Dependent and Employee Plus Two Or More Dependents.

No employee may receive multiple contributions from the Choices Plan, the Los Angeles County Flexible Benefit Plan, or any other County contribution toward any health or dental insurance plan during the same month. An employee who would otherwise be eligible for more than one such contribution during any month will be entitled to the contribution to which his/her status on the last day of the month entitles him/her.

If an employee's nontaxable benefit selections cost the employee more than the amount of the applicable County contribution except as noted in Section 2 (Dental Insurance) of this Attachment A, the difference will be made up with pretax salary reduction contributions.

Salary reduction contributions are additional contributions made by the County in exchange for an equivalent reduction in an employee's taxable compensation. No County contribution or salary reduction contribution will be made on behalf of any Participant if he/she has not been in a pay status for at least eight hours during the preceding month. Unless otherwise required by State or Federal law, salary reduction contributions shall have no adverse effect on County retirement benefits authorized by the 1937 Retirement Act, the Public Employees' Pension Reform Act of 2013 (PEPRA), or any other employee benefit.

ELECTION PROCEDURES

Eligible employees shall make their benefit elections pursuant to procedures established by the Chief Executive Office.

Employees hired prior to January 1, 1990, shall have 90 days to enroll. Employees hired on or after January 1, 1990, shall have 60 days to enroll.

An employee shall become a Participant effective on the first day of the month following the date on which the enrollment document is submitted.

A newly hired employee who fails to act within the above time limit will be deemed ineligible to participate in the Plan until the next Plan Year. For purposes of this Plan, "hired" means appointment to a position eligible for the Plan.

Employees who fail to submit the required enrollment documentation during an annual open enrollment within the established time frame will be subject to the default rules set forth below:

a) If the defaulting employee is currently enrolled in a County-sponsored or County-approved union sponsored health insurance plan, he/she will become a Participant

in the Choices Plan for the subsequent Plan Year, and will be deemed to have elected to perpetuate his/her existing benefit coverage relative to health insurance, dental insurance, optional life insurance, and AD&D insurance. The "existing coverage" for this purpose will be the coverage reflected on each Participant's December 15 pay warrant for the current year. Such employee will not be entitled to receive coverage under a Health Care or Dependent Care Spending Account, and he/she will not receive any taxable cash unless the cost of his/her perpetuated nontaxable benefit coverage is less than the amount of the County contribution.

b) If the defaulting employee is not enrolled in a County-sponsored or County-approved union sponsored health insurance plan, he/she will be deemed ineligible to participate in the Choices Plan until the next Plan Year.

MAINTENANCE OF BENEFITS

Unless otherwise agreed to by the County and the Coalition, all insurance coverage sponsored by County shall retain the levels of benefits in effect on January 1, 2016, through December 31, 2018. In cases where a recognized employee organization sponsors a County-approved health insurance plan, such employee organization shall secure prior re-approval for the health plan contribution from the County whenever it plans to change the level of benefits and/or premium structure of its health insurance plan.

In recognition of the elimination of the names of the County-sponsored insurance plans for this Memorandum of Understanding, the parties agree that the County has an obligation to negotiate over the changes to the medical and dental plans contained in this Attachment. Changes to the plans include modification to any and all economic components, networks, medical providers, plan design and all aspects of pharmacy costs. The parties agree that any changes to benefits covered by this Attachment during the term of the 2015-2018 Memorandum of Understanding shall require the mutual agreement of the parties prior to implementation.

MISCELLANEOUS RULES:

1. Unpaid Leaves of Absence:

As stated above, an employee loses the monthly County contribution if he/she is not in a pay status at least eight hours in the preceding month. In all other respects, however, an employee who goes on an unpaid leave of absence will continue to be a Participant in the Plan. If the employee pays for his/her insurance premiums while on leave, coverage(s) will continue and all deductions will resume upon the employee's return to an eligible pay status. However, if the employee allows his/her insurance coverage(s) to be cancelled, coverage(s) will resume when he/she returns to an eligible pay status with a new effective date which will be the 1st of the month after the employee has been in a pay status at least eight hours in the preceding month.

2. Breaks in Service:

An employee who breaks service and then re-enters during the same Plan Year will be required to complete the current Plan Year with the benefit election in place at the time of the break. If the employee returns during a different Plan Year, he/she will be treated as a new hire.

An employee who breaks service and who has elected coverage under the Health Care Reimbursement or Dependent Care Reimbursement options will be deemed to be a Participant in the Plan through the end of the current Plan Year for the limited purpose of claiming any amounts set aside for said benefits prior to the break.

3. Change in Family Status:

A. The employee must submit a change in coverage or life event to Benefit Services, Personnel, Human Resources, or his/her Union Office if applicable, within 90 days from the date of a qualified change in family status to be eligible for any increase in, or alternate use of, the County Contribution. No refund of premium overpayments will be made if a change in coverage or life event is not received within the 90-day period.

The employee must check with his/her medical plan as to the time period in which that plan will accept a change in family status without proof of insurability, which may be less than 90 days.

ADMINISTRATIVE FEE

A monthly administrative fee of $3.00 will be charged to each Participant; provided, however, that such fee shall be waived for any Participant who is (a) hired prior to July 1, 1989, and (b) appointed to a classification designated as eligible for the Plan effective July 1, 1989. Such fee shall be collected via tax-free salary reduction contributions.

ATTACHMENT B

COUNTY CONTRIBUTION TOWARD HEALTH INSURANCE FOR CERTAIN TEMPORARY AND RECURRENT EMPLOYEES

Section 1.

The maximum monthly County contribution toward health insurance to be paid on behalf of employees designated in Section 2 shall be the premium of the County sponsored health insurance plan in which they are enrolled, or the premium of the County approved union sponsored health insurance plan in which they are enrolled, whichever is applicable, not to exceed the limits set forth below:

	Maximum Monthly County Contribution		
Coverage	2014	2015	2018
Employee only	$772.66	$766.02	$815.81
Employee plus one dependent	$1,283.53	$1,360.55	$1,448.99
Employee plus two or more dependents	$1,473.34	$1,561.75	$1.663.27

No employee shall receive a County contribution toward more than one health insurance plan during the same month.

In addition, the parties agree that the County will provide the same health insurance subsidy listed above to non-student part-time employees as described below:

HEALTH INSURANCE SUBSIDY FOR NON-STUDENT PARTIME EMPLOYEES

Employees Eligible For Participation

An employee will be eligible to enroll in subsidized health coverage if the employee is in a non-student position and is in a pay status for an average of 20 hours a week for the three consecutive months prior to enrollment.

An employee will be deemed to be in a pay status for an average of 20 hours a week for the three consecutive months prior to enrollment if:

a) The employee is on a daily or hourly item and the employee's total pay status hours for the three consecutive months prior to enrollment is equal to or greater than 244 hours.

b) The employee is on a monthly permanent ½ time ("U"), 3/5 time ("V"), 5/8 time ("W"), or 2/3 time ("X") sub-item as defined in Section 6.28.020 of the County Code and the employee's total pay status hours for the three consecutive months prior to enrollment is equal to or greater than 256 hours.

Initial Enrollment

The initial enrollment will allow for health benefits to be effective July 1, 2001.

To determine eligibility for the initial enrollment, the months of January, February and March of 2001 will be used to determine if an employee is in a pay-status for an average of twenty (20) hours a week.

Effective January 1, 2010, employees in a pay-status for an average of twenty (20) hours a week during any three (3) consecutive month period will be eligible to enroll in subsidized health coverage.

Ongoing Eligibility

To receive a contribution for health insurance for a month, an employee must be in a pay status for at least eight hours in the prior month. Effective January 1, 2007 an employee will be taken off of this benefit effective July 1, if an employee is in a pay status for an average of less than 20 hours a week during January, February, and March.

Management agrees not to reduce work hours of such employees for the sole purpose of denying them this benefit.

If, during the term of this agreement, the County's monthly contribution for health insurance for represented employees not covered by Choices is increased in an amount above the monthly contribution provided for in Attachment B, the employees covered by Attachment B shall receive the higher monthly contribution.

Section 2.

The contribution provided for in Section 1 shall be paid on behalf of any employee who a) is employed on a monthly temporary ("O" sub item), or monthly recurrent ("B" sub item), or monthly permanent ¾ time ("Y" sub item) as defined in Section 6.28.020 of the County Code, and b) is not a participant in the Choices Plan. In no event shall a County contribution be made on behalf of any employee who has not been in a pay status for at least eight hours during the preceding month.

Section 3.

The County contribution provided for in this Attachment B shall first be reflected in County pay warrants issued on the payday occurring on or about the fifteenth of the month following the indicated effective dates.

ATTACHMENT C

SUMMARY DESCRIPTION OF THE LOS ANGELES COUNTY INVESTMENT FUND

The Los Angeles County Investment Fund (hereinafter LACIF) shall be an additional investment option within the existing Deferred Compensation and Thrift Plan, commonly known as Horizons. LACIF shall provide in part that:

1. Participation will be limited to employees who are Horizons participants on March 1, 1993. Enrollment will be on a one-time-only basis during the month of March 1993 to be effective April 1, 1993.

2. Participants may transfer all or any portion of their vested funds from other investment options within Horizons to LACIF without charge. The County may also transfer participants' non-vested match to LACIF.

3. The County will assume the prorata share of the existing Horizons Plan deficit equal to the amount transferred to LACIF.

4. LACIF will be secured by revenue-producing securities, Certificates of Participation (COPs), with a maximum fifteen year maturity, unless retired sooner.

5. The interest rate will be 1/2% above the credited rate for Horizons' Stable Income Fund (SIF), but not less than 6%. The interest rate will be set every six months.

6. Interest will be paid monthly beginning May 1993. The first payment of both principal and interest will be on or after July 1, 1994, but no later than August 15, 1994. The securities will not be called prior to July 1, 1994.

7. Earnings to LACIF will be credited in the same manner as Horizons' SIF. However, payments cannot be reinvested to LACIF, therefore, participants must designate, at the time of enrollment, another investment option(s) within Horizons to place their payments.

8. LACIF will be implemented if approximately $25 million or more is transferred to it. If LACIF is over-subscribed, as determined by the CEO, the amount participants are permitted to transfer will be prorated. Participants will not be charged for any County or third party administrative "start-up" or communications costs associated with LACIF. It is understood that participants in this new investment option will pay no more than the on-going Horizons administrative fee.

9. Except as provided herein, the provisions of Horizons will apply to LACIF.

10. It is agreed and understood this is a one-time-only arrangement and will not be used in the future.

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.

COALITION OF COUNTY UNIONS AFL-CIO

By _____
BLAINE MEEK, Chairman,
Coalition of County Unions

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVE

By _____
SACHI A. HAMAI
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ANALYSIS

This ordinance amends Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code, relating to fringe benefits and salary changes by:

- Amending Sections 5.33.020 and 5.33.040 to update the definition of Eligible Employee and the contribution rates of the Choices Cafeteria Plan;
- Amending Section 5.36.025 to revise the Temporary/Part-Time employee subsidy rates for health insurance coverage;
- Amending Sections 5.36.070 and 5.36.075 to update the definition of Eligible Employee for group term life insurance;
- Amending Sections 6.18.060 and 6.18.080 relating to the accrual of Vacation Leave; and
- Amending Section 6.28.050, Table of Classes of Positions to make minor technical corrections.

MARY C. WICKHAM
County Counsel

By: _____
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RDB:ctj

Received: 12/16/15
Revised: 12/21/15

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code, relating to fringe benefits and salary changes.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 5.33.020 is hereby amended to read as follows:

5.33.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. "Benefit" means cash and/or one or more Nontaxable Benefits or Taxable Benefits.

. . .

M. "Eligible Employee" means a full-time permanent employee of the County who is not in an Excluded Bargaining Unit and who is designated by the Board as eligible to participate in the Plan. For purposes hereof, "full-time permanent" means any employee appointed to an "A," "M,"~~ or~~ "N", or Z" item pursuant to Title 6 of the Los Angeles County Code.

. . .

SECTION 2. Section 5.33.040 is hereby amended to read as follows:

5.33.040 Contributions.

A. Nonelective Contributions.

1. Except as otherwise provided herein, for each month of the ~~2014~~ 2016 Plan Year (commencing with County pay warrants issued on or about January 15, ~~2014~~ 2016), the County shall contribute to the Plan on behalf of each Participant an amount equal to $244.00, unless (1) said Participant is entitled to One Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~$757.46~~ 860.72; ~~or~~ (2) said Participant is entitled to Two Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~$1,382.02~~ 1,570.43; or (3) said Participant is entitled to Three Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~$1,632.60~~ 1,855.16.

2. Except as otherwise provided herein, for each month of the ~~2015~~ 2017 Plan Year (commencing with County pay warrants issued on or about January 15, ~~2015~~ 2017), the County shall contribute to the Plan on behalf of each Participant an amount equal to $244.00, unless (1) said Participant is entitled to One Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~$812.00~~ 912.37, ~~or~~ (2) said Participant is entitled to Two Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~$1,481.53~~ 1,664.66; or (3) said Participant is entitled to Three Party Medical Insurance Coverage with respect to said

month, in which case, the County shall contribute an amount equal to $~~1,750.15~~ 1,966.47.

3. Except as otherwise provided herein, for each month of the 2018 Plan Year (commencing with County pay warrants issued on or about January 15, 2018), the County shall contribute to the Plan on behalf of each Participant an amount equal to $244.00, unless (1) said Participant is entitled to One-Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to $971.68; (2) said Participant is entitled to Two-Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to $1,772.86; or (3) said Participant is entitled to Three-Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to $2,094.29.

~~3~~4. Beginning in January 2015, participants may decline coverage to enroll in an individual health insurance plan (including enrolling in health insurance coverage through a health care exchange); however, there will be no waiver contribution for participants who choose to decline coverage and enroll in an individual plan. This provision shall not apply to participants who decline coverage and have enrolled in an individual health insurance plan prior to January 2014.

~~4~~5. In addition to these monthly Nonelective Contributions, the County shall make two ad hoc Nonelective Contributions on behalf of each Participant in an amount equal to $250 on each of the March 28, 2014 and July 30, 2014 pay dates.

~~5~~6. No Nonelective Contribution shall be contributed for any Participant if he has not been in a pay status for at least eight hours during the prior month. Nonelective Contributions shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed. Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Executive Officer when the human resources management system reflecting this provision is implemented, an advance of approximately one-half the monthly Nonelective Contributions received as additional Eligible Earnings in accordance with Section 5.33.050F shall be reflected in County payroll warrants issued on or about the thirtieth day of the month in which the requisite pay status was completed and the remainder of such additional Eligible Earnings shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was complete.

. . .

SECTION 3. Section 5.36.025 is hereby amended to read as follows:

5.36.025 Contribution to ~~h~~Health ~~i~~Insurance ~~c~~Coverage for ~~s~~Specified ~~e~~Employees.

Pursuant to Article 1 (commencing with section 53200) of Chapter 2, Part 1 of Division 2 of Title 5, of the California Government Code, the County will pay a monthly contribution to each group medical/hospital insurance plan administered by the County,

or administered by an employee organization and approved by the County, for each eligible employee who elects to enroll in such plan.

A. The maximum monthly County contribution rates set forth in the table below shall apply with respect to:

1. Monthly temporary and monthly recurrent employees (designated as "O" or "B" in Section 6.28.020 of this Code) who are (a) employed in classifications specifically approved for said special maximum monthly Contribution rates by the B~~b~~oard of S~~s~~upervisors, and (b) otherwise entitled to a County contribution toward County-sponsored or County-approved union-sponsored health insurance coverage pursuant to the provisions of this chapter.

2. Monthly permanent 3/4 time employees (designated as "Y" in Section 6.28.020 of this Code).

	Maximum Monthly County Contribution— SEIU Represented Employees		
Coverage	Effective 1-1-16	Effective 1-1-17	Effective 1-1-18
Employee	$715.84	$755.21	$800.52
Employee plus one dependent	$1,271.41	$1,341.34	$1,421.82
Employee plus two or more dependents	$1,459.44	$1,539.71	$1,632.09

	Maximum Monthly County Contribution— Coalition of County Unions Represented Employees		
Coverage	Effective 1-1-16	Effective 1-1-17	Effective 1-1-18
Employee	$722.66	$766.02	$815.81
Employee plus one dependent	$1,283.53	$1,360.55	$1,448.99
Employee plus two or more dependents	$1,473.34	$1,561.75	$1,663.27

	Maximum Monthly County Contribution— Non-Represented Employees		
Coverage	Effective 1-1-16	Effective 1-1-17	Effective 1-1-18
Employee	$582.26	$617.20	$654.23
Employee plus one dependent	$1,034.16	$1,096.21	$1,161.98
Employee plus spouse	$1,034.16	$1,096.21	$1,161.98
Employee plus two or more dependents	$1,187.10	$1,258.33	$1,333.83

. . .

SECTION 4. Section 5.36.070 is hereby amended to read as follows:

5.36.0470 Life ~~l~~insurance.

The ~~C~~county will pay the premium for a $2,000.00 group term life-insurance plan. All employees whose status is one of the following are eligible to receive this insurance:

A. Permanent, full-time (designated as A, L, ~~or~~ N, D, or Z in Section 6.28.020 of this code);

SECTION 5. Section 5.36.075 is hereby amended to read as follows:

5.36.075 Retirement Plan E ~~L~~life ~~l~~insurance.

Effective with the implementation of Retirement Plan E, in addition to the life insurance specified in Section 5.36.070, the ~~C~~county will pay the premium for an $8,000.00 group term life insurance plan for all employees enrolled in Retirement Plan E who are:

A. Permanent, full-time (designated as A, L, ~~or~~ N, D, Z in Section 6.28.020 of this code);

SECTION 6. Section 6.18.060 is hereby amended to read as follows:

6.18.060 Vacation ~~a~~Accrual for ~~f~~Fire ~~d~~Department ~~e~~Employees on a 56-~~h~~Hour-~~w~~Week ~~b~~Basis.

A. Persons employed in the Fire Department on a 56-hour week basis shall be entitled to vacations subject to the provisions of this Chapter 6.18 and on the basis of the following Table 3 in lieu of Table 1 specified in Section 6.18.025:

Table 3 Vacation Accrual for Fire Department 56-Hour Employees		
Vacation Years of Service	Vacation Accrual Rate	Vacation Maximum Hours
0 to less than 4 years	.075	144
4 to less than 10 years	.097	192
10 to less than 12 years	.111	216
12 years or more	.122	240

. . .

C. Effective with the pay period ending January 15, 2016, vacation for persons employed in the Fire Department on a 56-hour week basis shall be accrued as follows:

Table 3B Vacation Accrual for Fire Department 56-Hour Employees		
Vacation Years of Service	Vacation Accrual Rate	VacationMaximum Hours
0 to less than 4 years	6:32	144
4 to less than 10 years	8:27	192
10 to less than 12 years	9:40	216

12 years to less than 20 years	10:46	240
20 to less than 21 years	10:58	252
21 to less than 22 years	11:30	264
22 to less than 23 years	12:00	276
23 to less than 24 years	12:32	288
24 years or more	13:03	300

SECTION 7. Section 6.18.080 is amended to read as follows:

6.18.080 Time for ~~t~~Taking ~~v~~Vacations.

A. Vacations shall be taken at the time authorized by an employee's department head.

. . .

G. Where specifically approved by the Board of Supervisors, safety fire-fighting employees and full-time permanent, safety lifeguard employees employed in the Fire Department and full-time permanent, safety lifeguard employees employed in the D~~d~~epartment of P~~p~~arks and R~~r~~ecreation shall be compensated for accumulated vacation time as follows:

1. A 56-hour safety fire-fighting employee employed in the Fire Department who, as of December 31, 2005, has in excess of 720 hours of accumulated Current and Deferred Vacation time and a 40-hour safety fire-fighting employee employed in the Fire Department who, as of said date, has in excess of 480

hours of accumulated Current and Deferred Vacation time shall not be paid for such time prior to termination from County service. Such accumulated Current and Deferred Vacation time shall remain available for the employee's use subject to prior approval of the employee's department head. Upon termination from County service, any such remaining time shall be paid off at the workday rate of pay in effect on the employee's final day of County service.

. . .

5. Commencing January 1, 2016, each 56-hour permanent safety fire-fighting employee employed in the Fire Department shall accrue Vacation time to a maximum of 720 hours and shall be compensated while in-service at the end of each calendar year thereafter for accumulated Vacation time which is in excess, in the aggregate, of 480 hours. In the case of 40-hour employees, each permanent safety fire-fighting employee employed in the Fire Department shall accrue Vacation time to a maximum of 480 hours and shall be compensated while in-service at the end of each calendar year thereafter for accumulated Vacation time which, in the aggregate, is in excess of 320 hours. Such excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day of the calendar year; and

6. Commencing January 1, 2016, each 40-hour permanent safety lifeguard employee employed in the Fire Department or in the Department of Parks and Recreation shall accrue Vacation time to a maximum of 480 hours and shall be compensated while in-service at the end of each calendar year thereafter for accumulated Vacation time which, in the aggregate, is in excess of 320 hours. Such

excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day of the calendar year.

SECTION 8. Section 6.28.050 is amended to read as follows:

6.28.050 Tables of ~~c~~Classes of ~~p~~Positions with ~~s~~Salary ~~s~~Schedule and ~~l~~Level.

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
~~0794~~ 9216	CHIEF COUNSEL, LACERA	01/01/2015	N23	LR18
		01/01/2016	N23L	LS18
~~6058~~	~~INSTITUTIONAL TRANSPORTATION WORKER~~	~~04/01/2015~~	~~NM~~	~~63D~~
		~~10/01/2015~~	~~NM~~	~~64E~~
		~~10/01/2016~~	~~NM~~	~~65F~~
		~~10/01/2017~~	~~NM~~	~~66G~~
		~~04/01/2018~~	~~NM~~	~~66L~~
~~7108~~	~~REPRODUCTION UNIT SUPERVISOR III~~	~~04/01/2015~~	~~NM~~	~~81H~~
		~~10/01/2015~~	~~NM~~	~~82J~~
		~~10/01/2016~~	~~NM~~	~~83K~~
		~~10/01/2017~~	~~NM~~	~~84G~~
		~~04/01/2018~~	~~NM~~	~~85D~~
~~6386~~	~~SENIOR BUTCHER~~	~~04/01/2015~~	~~NM~~	~~76C~~
		~~10/01/2015~~	~~NM~~	~~77D~~
		~~10/01/2016~~	~~NM~~	~~78E~~
		~~10/01/2017~~	~~NM~~	~~79B~~
		~~04/01/2018~~	~~NM~~	~~79K~~
~~3964~~	~~SENIOR CONTRACT ADMINISTRATOR~~	~~04/01/2015~~		~~98B~~
		~~10/01/2015~~		~~99C~~
		~~10/01/2016~~		~~100D~~
		~~10/01/2017~~		~~101A~~
		~~04/01/2018~~		~~101J~~

SECTION 9. Pursuant to Government Code ~~S~~section 25123(f), this ordinance shall take effect immediately upon final passage. If this ordinance becomes effective after January 1, 2016, it shall be construed and applied as if it were effective and operative on and after January 1, 2016, except for Section 8 which shall be construed and applied as if it were effective and operative on and after October 1, 2015.

[533020PBCEO]