



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

June 1, 2004

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

Dear Supervisors:

**SUCCESSOR MEMORANDUM OF UNDERSTANDING FOR
BARGAINING UNIT 723 - CHILDREN'S SOCIAL WORKERS (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

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

SEIU Local 535 - Unit 723: Children's Social Workers
2. Instruct the Auditor-Controller to make payroll system changes necessary to implement the recommendations contained herein.

PURPOSE OF THE RECOMMENDED ACTION:

We have concluded negotiations and are submitting for your approval the successor MOU for bargaining unit 723 – Children's Social Workers.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The approval of the MOU will promote workforce excellence by resolving workplace issues while maintaining financial responsibility.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors
June 1, 2004
Page 2

FISCAL IMPACT:

The MOU provides a 2.5% salary adjustment on October 1, 2005, and October 1, 2006, subject to cancellation if the Board declares a financial crisis.

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

FACTS AND PROVISIONS:

The MOU has been ratified by the members of SEIU Local 535. The agreement has been approved as to form by County Counsel.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
PDC:rld

Attachment

c: County Counsel
Auditor-Controller

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
CHILDREN'S SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 1st day of June,
2004;

BY AND BETWEEN

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

AND

SOCIAL SERVICES UNION, Local 535, SEIU,
AFL-CIO (hereinafter referred to as "Union")

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ARTICLE 1 PURPOSE

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

The Union hereby recognizes the following as the mission of the County of Los Angeles Department of Children's Services.

The County of Los Angeles Department of Children's Services is the public agency with the duties to establish, manage and advocate a system of services which ensures that:

1. Children are safe from abuse, neglect and exploitation.
2. Families who can provide a safe environment for children are strengthened.
3. Children whose families are unable to provide a safe environment are provided

temporary homes which support optimum growth and development.

4. Children in temporary homes receive safe, secure and nurturing permanent homes in a timely manner.

5. Youth who reach adulthood under our care are provided the opportunity to succeed.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Joint Council of Social Services Union, Local 535, SEIU and Los Angeles County Employees Association, Local 660, SEIU was certified on January 22, 1973 by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Child Welfare Workers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. On April 21, 1989, the County's Employee Relations Commission amended this certification and certified the Social Services Union, Local 535, SEIU, as the majority representative of this Unit. On August 21, 1993, the Employee Relations Commission approved the name change of this bargaining unit from Child Welfare Workers to Children's Social Workers. Management hereby recognizes Local 535, SEIU as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the classifications listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management agrees to recognize Local 535, SEIU as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Social Services Union, Local 535 has shown it has met the requirements of any such new rules.

ARTICLE 3 NON-DISCRIMINATION

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

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, Sexual orientation, age, national origin, political or religious opinions or affiliations, handicapped status, or other non-merit factors.

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

ARTICLE 4 IMPLEMENTATION

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

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

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including Title 6 of the Los Angeles County Code, required to implement the full provisions of articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

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

request of either party.

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to October 1, 2003.

This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2006.

ARTICLE 6 RENEGOTIATIONSection 1.

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding no later than November 15, 2002. Negotiations shall begin no later than December 1, 2002. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by December 31, 2002 an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

Section 2.1 Workload Reduction Measures

The Department of Children and Family Services (DCFS) will work with the Department of Human Resources (DHR), and the Chief Administrative Office (CAO), to budget and allocate, in the Department's fiscal year 2002-2003 budget, a social services case aide position to perform non-professional duties and responsibilities in support of Children's Social Worker's (CSW's) social services case work in accordance with established policy and procedures. In August 2002, representatives from the CAO, DHR, and DCFS will Meet and Consult with SEIU Local 535 regarding non-professional duties and tasks CSWs currently perform. DCFS, DHR and the CAO will Meet and Consult with SEIU Local 535 regarding the integration of the new position in DCFS' service delivery system so as to reduce the workload for CSWs.

Section 2.2 Labor Management Committee – Workload Reduction Measures

The parties agree to calendar as a regular monthly agenda item “Workload Reduction Measures”. A sub-committee of not more than four (4) Union Officers/representatives and four (4) Management representatives shall meet as appropriate, but at least twice a month, to identify and recommend workload reduction measures to the Labor Management Committee.

The Union will select and advise Management of its designees. Management will advise the Labor Management Committee of its designees. Committee recommendations will go to the Director of the Department of Children and Family Services for review and consideration. The Committee will be advised and given an opportunity to Meet and Consult regarding any proposal recommendation the Director agrees to implement.

It is Management’s intent to eliminate and/or drastically reduce CSW’s responsibilities for legal notices. Therefore, the Department intends to conduct a feasibility study to assess contracting out legal notices. In the event it is possible the Department’s intent is to issue an RFP to contract out legal notices on or before January 1, 2003.

Within thirty (30) business days of reaching agreement on re-opener negotiations, the parties will Meet and Consult regarding the use of CSW retirees to handle cases and/or to mentor trainees or to use retirees to perform CSW duties or other functions to aid in workload reduction efforts for CSWs.

The parties agree to Meet and Consult to review the allocation for the fully loaded cost of a CSW, and to identify needed support functions to maximize funding resources to increase service delivery for abused and neglected children.

Section 2.3 Relative Care Giver Approval

The parties agree that DCFS is required by applicable law to fully implement a Relative Care Giver approval prior to placement of children in a relative placement.

During the period from March 2002 through August 2002, DCFS Management will create Special Units, which will consist of qualified non-case carrying DCFS staff, retirees, community based agencies, or may explore the use of contract agencies to perform this function. During this period, DCFS will regularly Meet and Consult with SEIU Local 535 regarding the Relative Caregiver approval process.

Section 2.4 Review and Analysis of CSW Functions

The Department of Children and Family Services in conjunction with the Chief Administrative Office, will contract with an independent consultant/contractor to conduct an analysis and review of functions that Children's Social Workers perform. Upon request, the County and SEIU 535 will meet and consult regarding the review. The Union may provide the independent consultant with relevant information regarding Children's Social Workers (including yardsticks, workload, etc.) responsibilities and functions.

The review shall be completed on or before December 15, 2002. Local 535 will be advised in

writing regarding the results of the review.

ARTICLE 7 SALARIES

General Salary Movement Contingent Upon Fiscal Crisis Language

<u>Fiscal Year 2003-04</u>	<u>Salary Freeze</u>
Effective 10/01/04	2.5% (10 levels)
Effective 10/01/05	2.5% (10 levels)

Section 1. Recommended Salary Adjustment

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

- A. Effective July 1, 1994, Children's Social Worker III shall become the journey level classification in the Children's Social Worker series.

The Department agrees to conduct an on-going departmental promotional examination for Children's Social Worker III. Applicants will be considered for promotion when certified training requirements in Paragraph E and the following conditions are met:

- 1. CSW IIs must file an application for the CSW III promotional examination.
- 2. Applicants must be within six months of meeting the minimum requirements for the CSW III class at the time of filing the application.

3. Applicants must have a competent or better performance evaluation on file.

Subject to applicable Civil Service Rules, CSW II's who satisfy the above requirements will routinely progress to the journey level classification of CSW III.

Nothing in this paragraph is intended to modify the current practice regarding the promotion of employees in the Adoptions Division from the classification of CSW II to CSW III.

- B. Effective July 1, 1994, the parties agree to add a Sixth (6) standard salary step (2 salary schedules) to the Children's Social Worker III salary range.
- C. Effective October 1, 1995, the parties agree to add a Seventh (7th) standard salary Step (2 salary schedules) to the CSW III salary range.
- D. CSW III advancement to Step 6 and 7 will require 12 months at the preceding step.
- E. Certified Training Requirement

Effective October 1, 2000, advancement from CSW II to the class of CSW III shall require completion of 40 hours of certified in-service training, not to include any new hire orientation training. The completion of certified in-service training is subject to the following conditions:

- 1) Management shall offer sufficient in-service training opportunities for CSW IIs to complete the training necessary to advance from CSW II to the class of CSW III.
- 2) Management shall offer a significant portion of this training at locations within each region where CSW IIs are assigned.
- 3) In-service training includes departmental training sessions and departmental approved training via video tape.
- 4) Job related outside training will satisfy an employee's training requirement if approved by management.

If management fails to comply with these conditions, affected employees who have a competent or better performance evaluation will advance to the next step independently of their satisfaction of the training requirement.

F. General Salary Movement and Financial Crisis

1. The parties also jointly agree to recommend to the County's Board of Supervisor's, subject to the Board's Declaration of a Financial Crisis as defined in Section F (2) of this article, that said board adopt and implement applicable to employees in the Unit, the general salary movement of ten (10) salary levels effective 10/01/04, and ten (10) salary levels effective 10/01/05.

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

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

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

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

The provisions of Section F (2) shall terminate on September 30, 2006.

NO	CLASSIFICATION	DATE	NOTE	SCH	RATE	RATE
9071	CHILDREN'S SOCIAL WORKER I	CURRENT		71C	2899.00	3590.45
		10/01/2004		72B	2969.36	3678.18
		10/01/2005		73A	3043.00	3770.00
9072	CHILDREN'S SOCIAL WORKER II	CURRENT		77A	3387.00	4198.00
		10/01/2004		77L	3469.73	4302.55
		10/01/2005		78K	3555.73	4410.36
9073	CHILDREN'S SOCIAL WORKER III	CURRENT	NR	80D	3696.55	5399.09
		10/01/2004	NR	81C	3788.55	5533.45
		10/01/2005	NR	82B	3881.55	5671.18
9070	CHILDREN'S SOCIAL WORKER TRAINEE	CURRENT		65C	2469.00	3057.91
		10/01/2004		66B	2529.27	3132.73
		10/01/2005		67A	2592.00	3210.00

Section 2.

Effective January 1, 1999, whenever any person employed as a Children's Social Worker III (Item No. 9073) has been on step seven (7) of the established salary range for Children Social Worker III for at least one (1) year he/she shall receive additional compensation of twelve (12) standard levels above step 7 otherwise established for this class.

The rate established by this provision shall constitute a base rate.

Section 3. Step Advance

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

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

Where no Performance Evaluation is issued in accordance with Paragraph a, above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five

days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

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

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

Section 4.

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

Section 5.

Effective July 1, 1992, as-needed and temporary CSWs at MacLaren Children's Center who work an average of at least 32 hours/week for 6 consecutive months shall be granted permanent, full-time status upon request.

Section 6.

Notwithstanding any other provision of Title 6, persons employed as a Children's Social Worker Trainee (Item No. 9070), Children's Social Worker I (Item No. 9071), Children's Social Worker II, (Item No. 9072) and Children's Social Worker III, (Item No. 9073), who are assigned

to a 40-hour workweek at MacLaren Children's Center, shall be paid one step higher in the salary range, but not to exceed the fifth step, upon completion of two years of continuous service in any combination of said classes in any combination of such assignments. Such step placement shall not affect the employee's anniversary date. In the event the employee's classification is compensated on a flat rate, he/she shall receive an increase of five and one-half percent in lieu of such step placement. If the employee ceases to serve in such an assignment, the additional step placement compensation shall cease, and the employee shall be paid at the regular step of the salary range of his classification to which he/she would otherwise be entitled.

ARTICLE 8 OVERTIMESection 1. Compensation

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

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

An employee may elect compensatory time off, in lieu of pay, at a rate of one and one-half (1 1/2) hours for each hour of overtime to a maximum of 54 hours worked. The employee may exercise this option when the employee works overtime. Management shall not decide to order or authorize overtime based on an employee's choice of pay or compensatory time off.

If an employee has 81 hours of accumulated compensatory overtime on the books, the employee shall not elect to choose any additional overtime at compensatory time off in lieu of pay.

Section 2. Usage of Compensatory Time

- A. An employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by management.

- B. Effective with the implementation date of the September 30, 1994, MOU, with prior approval of management, new accumulated compensatory time off not used during the calendar year in which it is earned, may be carried over for up to two years not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

- C. Compensatory time off earned prior to implementation of the September 30, 1994, MOU can only be taken off at the straight time rate and be carried over to the end of the following year. Any compensatory time off not taken by the end of the calendar year following the year it was earned will be paid at the straight time rate rather than lost.

Section 3. Overtime Deferral

Notwithstanding any other provisions of this Memorandum of Understanding, on or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within

forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 4. Assignment of Overtime

Management shall assign and approve all overtime based on the needs of the service. In the assignment of overtime, management will consider tasks requiring an inordinate amount of time, including but not limited to, court appearances, placements and computer problems.

ARTICLE 9 EMPLOYEE BENEFITS

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

ARTICLE 10 SPECIAL PAY PRACTICESSection 1. Night Shift Differential

Evening shift employees shall receive a premium of ninety cents (\$.90) per hour; effective July 1, 1992, the rate will be one dollar (\$1.00) per hour. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m.

Night shift employees shall receive a premium of ninety cents (\$.90) per hour; effective July 1, 1992, the rate will be one dollar (\$1.00) per hour. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Section 2. Call-Back

Whenever an employee is unexpectedly ordered by his Department Head or designated Management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Overtime.

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

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Standby Pay

Employees required by Management to remain available to return to work, at any time during specified hours outside their normal working hours, are eligible to receive \$.55 per hour while on stand-by but not more than \$100.00 per month.

No additional compensation for stand-by status shall be made since the employee placed on stand-by status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 4.

Effective October 1, 1992, each member of the bargaining unit who is certified by the County as proficient in a language other than English and who is using this skill on a bilingual caseload shall receive an additional bonus of \$70.00 per month. This is in addition to any bilingual bonus monies agreed to in the Fringe Benefits MOU.

Section 5. Assignment of Additional Responsibilities

Any permanent full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities which are assigned or approved by the Department Head, and approved by the Chief Administrative Officer. This additional compensation shall begin on the first day the additional responsibilities are performed and shall end on the day the additional responsibilities are no longer performed. In no event shall an employee receive compensation pursuant to this Section and receive the out of class bonus pursuant to Article 17 for the same assignment.

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

Section 6.

During the first 15 - 30 days of the agreement, a joint labor-management committee of three (3) management and three (3) union representatives will meet to devise strategies for localized and focused recruitment of CSWs in the Lancaster Offices to fill vacant positions.

The committee will present its list of strategies to the Director for consideration.

ARTICLE 11 EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide the Union with a list of the names, classification, employee number, rate of pay, pay location, facility code, and continuous service date of all employees in the Unit.

The Union shall pay to the County \$100 for this list. Additional lists may be furnished when requested by the Union, it being understood that the Union shall pay to the County \$100 for each additional list. Should Local 535 request an employee list for this Unit and simultaneously request lists for Units 711 and 777 the combined cost for such lists shall be \$100.

ARTICLE 12 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who either files with County a written authorization requesting that such deduction be made or who is subject to an automatic Fair Share fee deduction pursuant to an agency shop provision.

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

Section 2. Indemnification Clause

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

ARTICLE 13 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. Management will rectify an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, which occurs in an employee's paycheck. A paycheck correction may be requested. Such request must be made to the affected employee's departmental payroll section within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

2. Upon receipt of a timely request, the employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant to the Auditor-Controller. Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section within three working days of the Auditor-Controller's receipt of the request. In emergencies, the department's payroll section will arrange to have a supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor-Controller's public counter.

3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

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

C. Grievances

Any grievances regarding this article shall be processed beginning with Step 3 of the Grievance Procedure.

ARTICLE 14 BULLETIN BOARDS

Management will furnish bulletin board space for the Union the size and location to be determined jointly by departmental Management and the boards shall be used only for the following subjects:

- A. Union recreational, social and related news bulletins;
- B. Scheduled Union meetings;
- C. Information concerning Union elections or the results thereof;
- D. Reports of official Union business, including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the department or district head.

Prior to posting, material described in Paragraph (E) above shall be initialed by an authorized representative of both Union and the applicable department or district head. Bulletins requiring approval shall be acted upon within one (1) normal working day.

In cases where the Union in whole or in part represents more than one representation Unit at a work location, the space described above will become the bulletin board space for all employees represented by the Union at that work location.

ARTICLE 15 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions, and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

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

If the employee or his representative is not satisfied with the response of the safety officer, the Union may consult with the Environmental Health Division of the Chief Administrative Office or his designate. A representative of such branch shall respond to the department head and Union within ten (10) days.

If the Union is not satisfied with the response of the Chief of the Environment Health Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 35. During such ten (10) days, consultation between the department head and Union will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will maintain fully-stocked first aid kits at all work facilities.

Section 3.

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

Section 4.

The parties agree to maintain a joint departmental Union-Management Committee to develop recommendations on health and safety matters for employees in this bargaining unit. The committee will meet monthly and shall consist of designated Management representatives and one Union representative from each Region, Command Post/Hotline, Adoptions, County-wide Services and MacLaren's Children's Center. The committee may recommend training programs such as first aid, CPR training, self-defense, and street smarts. The committee will look at issues such as notification to employees of known dangerous addresses, neighborhoods, and streets. The committee will address the issue of earthquake preparedness in each office, including making advisory recommendations for the acquisition of supplies. The specific content of training programs will be determined by the joint Union-Management committee which will make recommendations for implementation to the department head.

The committee will address the use of video display terminals (VDT) and computers and the importance of a properly designed working environment to maximize employee job performance and increase operational efficiency and productivity. The committee will make recommendations based on the Department of Human Resources (DHR) Policies, Procedures and Guidelines on ergonomics issued on March 30, 1999.

Section 5.

The parties agree to form or maintain a joint Union-Management Safety and Health Committee in each office upon the request of either party. Each committee shall be composed of no more than two (2) management representatives and three (3) employee representatives from a certified employee organization.

The committees will examine health and safety issues affecting employees in this bargaining unit by office and make recommendations for implementation to the responsible management representative who has authority to implement those recommendations. Upon written request of the Union, the committees may meet monthly.

The Union may designate one lead representative in each office where a joint committee is formed. If significant health and safety issues arise between scheduled meetings, Management will make reasonable effort to communicate with the designated lead representative.

Section 6.

The lease and/or purchase of new VDT/computer equipment and accessories shall conform to Cal OSHA guidelines.

ARTICLE 16 WORK SCHEDULES

Section 1.

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

Section 2. Workweek

The workweek for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. Normally, the workweek will consist of five 8-hour work days, Monday through Friday.

Section 3. Work Shifts

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

Section 4. Alternative Work Schedules and Telecommuting

No later than January 1, 1992, Management shall implement an alternative work schedules program at each facility with employees in this bargaining unit. Except as modified below, the

program at each facility shall include: 1) telecommuting, and 2) 9/80 and/or 4/40. Management shall not be required to offer 9/80 or 4/40 to residential treatment employees at MacLaren Children's Center. Management shall not be required to offer telecommuting to employees at the Command Post, Hotline, Court liaison, or residential treatment employees at MacLaren Children's Center.

Individual employees shall be allowed to telecommute unless management determines that an individual employee could not effectively telecommute because of his/her skill, experience, or prior performance, or because the employee's assignment is incompatible with telecommuting. Employees shall be allowed to telecommute 2 days/week, except for employees who work in ER assessment or special programs or who work a 9/80 or 4/40 schedule.

Individual employees shall be allowed to work a 9/80 or 4/40 schedule, unless such an alternative schedule would conflict with legitimate operational needs. Participation in telecommuting, 9/80, or 4/40 shall be strictly voluntary.

Section 5. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

ARTICLE 17 TRAINING

Department of Children's Services Management will make every reasonable effort to ensure the availability of in-service training in areas that relate to the functions of the job for classes in this Unit.

ARTICLE 18 CASELOADSSection 1. Definitions

- A. Workload is the number of employee hours which represents the work effort required to successfully complete a given quantity of tasks. These employee hours may represent individual, group, Unit, district, division, or departmental employee work efforts.
- B. In the Intake categories, caseload is a number representing the quantity of new cases assigned during a report month to an individual, group, Unit, district, division, or department of employees. In the Approved categories, caseload is a number representing the quantity of cases assigned at a specified point in time to an individual, group, Unit, district, division, or department of employees.
- C. Yardstick is a number used by Management to budget employee months each fiscal year.

Section 2. Caseload Assignments

It is the intent of Management to assign caseloads equitably so that a Children's Social Worker will not have a significantly higher caseload than other workers on the same type of assignment performing similar tasks. In an effort to equitably distribute caseloads, Management will adjust Departmental staffing imbalances. A quarterly caseload analysis will be a mechanism by which caseload inequities are identified, analyzed, and plans for reallocation of staff and/or cases are developed for implementation and submitted to the

Board of Supervisors. In pursuit of this goal, staff and/or cases shall be reassigned within and between offices and regions to achieve an equitable balance. No actions based on decisions made as a result of this section will contribute to disruption of the services plan for the child or create a lack of continuity in services to the child, or endanger the child.

Section 3. -Labor/Management Interest-Based Caseload/Workload Facilitation

Within ninety (90) days of a Board-approved successor MOU, an interest-based facilitator mutually agreed upon by both parties will be selected to lead a Labor/Management group in developing a plan that will change the way services to children and families are provided by DCFS with prioritized desired outcomes as follows:

- Reduce the length of time to permanence for children with the primary permanency option being reunification

- Reduce the incidence of abuse and neglect for children in our care

- Reduce reliance on out-of-home care for children that can be safely served in their home, and

- Create manageable workloads

Implementation of the plan Department-wide shall be subject to a meet and confer process on workload impact.

Section 4.

- A. Management shall fill all case carrying Children's Social Worker (CSW) positions which are justified by the following yardsticks. Management shall not be required to fill positions which exceed the average number of Department-wide yardstick-justified, case-carrying CSW positions during the preceding six months, according to available caseload information.

Program Category	Current Yardstick	August 1, 2002	October 1, 2002	December 1, 2002
Dependency Investigation	11	10	10	10
ER-Program	30	28	27	27
ER-RAPP	27	26	25	24
FM/FR Program	38	35	34	34
FM/FR Medical Placement	27	26	25	24
FM/FR Asian Pacific	27	26	25	24
FM/FR Stuart House	27	26	25	24
FM/FR Harbor UCLA	27	26	25	24
FM/FR USC Medical	27	26	25	24
FM/FR – High Risk	27	26	25	24
FM/FR Native American	27	26	25	24
FM/FR Intl. Foster Child	36	34	32	31
PP Program	54	49**	46**	45**
PP Adoption Dependency****	54	49**	46**	45**
Child Welfare Services (Approved FM/FR Consolidation)	36	34***	32***	31***
Deaf Unit*****	24			

-Yardstick for CSW Trainees is 75% of the yardstick assigned.

Caseload Limit and Disciplinary Maximums will be adjusted accordingly.

** Reflects consideration of increased visitation for out-of-home placements.

*** Reflects PP cases in CSW files

**** Includes reduction in yardsticks, caseload limit and disciplinary maximums for CSWs assigned to the Adoptions Division (Section 4B) that have a caseload of Child, Applicant, and Parent cases.

***** Grievances related to non-compliance with Yardstick and Caseload Limit for the Deaf Unit shall not be filed for the first six (6) months following the approval of a successor MOU by the Board of Supervisors.

Program Category	Caseload Limit	August 1, 2002	October 1, 2002	December 1, 2002
Dependency Investigation	13	12	12	12
ER-Program	37	35	33	33
ER-RAPP	33	32	31	30
FM/FR Program	47	43	42	42
FM/FR Medical Placement	33	32	31	30
FM/FR Asian Pacific	33	32	31	30
FM/FR Stuart House	33	32	31	30
FM/FR Harbor UCLA	33	32	31	30
FM/FR USC Medical	33	32	31	30
FM/FR – High Risk	33	32	31	30
FM/FR Native American	33	32	31	30
FM/FR Intl. Foster Child	45	42	40	38
PP Program	67	61	57	56
Child Welfare Services (Approved FM/FR Consolidation)	45	42	40	38
Deaf Unit****	30			

Yardstick for CSW Trainees is 75 percent of the yardstick for the assigned category. Caseload Limit and Disciplinary Maximums will be adjusted accordingly.

** Reflects consideration of increased visitation for out-of-home placements.

*** Reflects PP cases in CSW files

***** Grievances related to non-compliance with Yardstick and Caseload Limit for the Deaf Unit shall not be filed for the first six (6) months following the approval of a successor MOU by the Board of Supervisors.
Management may assign only the following CSWs to the Child Welfare Services category (FM&R and PP consolidation):

1. Volunteers
2. CSWs hired on or after January 1, 1995

Management will develop a form for CSWs to complete in order to volunteer for the CWS category. The form shall specify the yardstick and caseload limit, including weighing of PP cases, and will notify volunteers of their ineligibility for future

reassignment to the separate FM&R and PP categories. Volunteers and CSWs hired on or after January 1, 1995, are ineligible for future reassignment to the separate FM&R and PP categories except at the discretion of management based on operational and staffing needs.

Any FM case over 12 months will not be included in budgeted caseload or static yardsticks.

FM cases over twelve months which have been terminated by a Court shall not be counted in the caseload maximum requirements within the meaning of Article 18, Section 4B (CAP).

Management shall fill all budgeted case-carrying Children's Social Worker positions in Adoptions:

Adoptions Static Positions 111 (1994/95)

The number of static positions will increase or decrease in 1995/96 and subsequent years, based upon State funding.

CSWs in the cottages at MacLaren Children's Center shall be assigned on the basis of 1 CSW for every 7 children, excluding children who require individual supervision.

Management shall ensure that the number of CSWs scheduled to work at the Child Abuse Hotline on specific days are available to answer calls to the Hotline.

On a monthly basis, regional administrators and deputy regional administrators will review the on-hand caseloads of Dependency Investigators by consulting a regular CAMS Report. Regional managers will consider this information in assigning cases to DIs.

Only those Children's Social Workers who are servicing a caseload in one of the above categories as their primary assignment may be counted as filing a yardstick justified Children's Social Worker position.

If compliance with this provision, or with the provisions of Section 4B would cause the Department of Children and Family Services to exceed its annual budget, the Director of Children and Family Services shall notify the Board of Supervisors, and the Chief Administrative Officer. The Board of Supervisors, acting in its legislative capacity, shall then:

- (1) Augment the Department of Children and Family Services budget to allow compliance with this provision; or
- (2) Instruct the Director of Children and Family Services to cut costs elsewhere in the department to allow compliance with this provision; or

- (3) Instruct the Director of Children and Family Services not to fill a specific number of justified Children's Social Worker positions for a specified period of time.

Nothing herein shall restrict the application of the Management Rights Article, nor preclude the Board of Supervisors from instructing the Director of Children and Family Services to layoff, reduce or reassign employees to prevent the Department of Children and Family Services from exceeding its annual budget.

At least fifteen (15) business days before the Board of Supervisors takes one of the above legislative actions, the Director of Children and Family Services shall notify the Union of his projection that compliance with this provision would cause the Department of Children and Family Services to exceed its annual budget. Within five (5) business days of this notification, the Department of Children and Family Services Management shall meet with the Union to disclose and discuss all information and provide copies of all documentation on which this projection is based.

Any change in the above yardsticks or creation of new categories is subject to negotiations prior to implementation. If an agreement is not reached within 60 days from the commencement of negotiations, there shall be an automatic impasse.

If a grievance regarding this section is not settled prior to arbitration, the Union has the unilateral right to submit the grievance to expedited arbitration as described in Article 36 of the Agreement. In such an expedited arbitration, either party may be represented by counsel.

- B. The caseload limit for CSWs is set forth in Section 4A. Management shall ensure that there is a system in place for monitoring each CSW's individual caseload and for assigning new cases to assure equitable distribution of cases up to the caseload limit. Management will provide a weekly copy of the CAMS report (Daily Case Count Control Log) to a designated Union representative assigned to each office where CSW caseloads appear on CAMS. During the last 10 business days of each month, Management will provide this report on a daily basis.

In Adoptions, Management shall assign up to the following number of cases in each category:

Applicant/Child	60
Parent	60

For purposes of this paragraph, individual cases shall be weighted as follows:

Child	1.0
Applicant	0.625
Parent	0.80

No Children's Social Worker may reject a case assigned to him or her. Caseload limits ensure that individual workers can make more deliberate efforts to ensure child protection and timely placement of children requiring out-of-home care into permanent homes.

Deliberate efforts are demonstrated by actions taken consistent with the outcome set forth in Section 4.C.

If the caseload of a CSW exceeds the yardstick for the employee's program category, or 50 cases**** (weighted) in Adoptions, the appropriate Deputy Regional Administrator (DRA) shall be notified. The DRA in conjunction with the SCSW, shall take action to prevent the employee's caseload from exceeding the caseload limit.

The DRA shall direct the supervisor(s) to analyze the nature and distribution of the cases within their workers' caseloads, and determine if any of the cases should be appropriately transferred or closed.

No actions based on decisions made by supervisors or management, as a result of this section will contribute to disruption of the services plan for the child or create a lack of continuity in services to the child, or endanger the child.

For approved and mixed intake/approved functions, if the caseload of a Children's Social Worker exceeds the caseload limit, the responsible DRA shall be notified, by

the Assignment Desk, and shall review with the SCSW(s), the current status of the individual worker's and the unit's caseload. If any CSW's caseload remains over the caseload limit for 20 business days, the DRA shall initiate a formal resolution process, within five (5) business days.

For intake functions, if the caseload of a Children's Social Worker exceeds the caseload limit, Management shall not assign any new cases to that worker through the end of that month or until all workers in that intake function within that office have reached the caseload limit. Bilingual CSWs may be assigned new cases when all CSWs who are bilingual in the same language have reached the caseload limit. As an exception to the above, cases may be assigned to intake function CSWs already at the caseload limit to avoid the over assignment of cases to CSWs who are or have been away from work on an approved leave for five (5) or more consecutive work days during a calendar month. If the caseload of a CSW exceeds the caseload limit for a second consecutive month, the responsible DRA shall be notified by the Assignment Desk, and the DRA shall initiate a formal resolution process within five (5) business days.

The DRA will initiate formal resolution by notification to the Regional Administrator. The Regional Administrator, upon such notification, shall within ten (10) business days, take necessary actions to adjust the caseload for the CSW.

If the Regional Administrator is unable to adjust the caseload, the Regional Administrator will immediately notify the Deputy Director. The Deputy Director, upon consultation with the Director, shall within fifteen (15) business days, take necessary actions to adjust the caseload for the CSW.

If the Deputy Director is unable to adjust the caseload, the Director of the Department of Children and Family Services, shall notify the Board of Supervisors and the Chief Administrative Officer pursuant to Section 4.A.

C. The Department has developed the following desirable outcomes for children and families as a means to provide direction to CSWs and other Departmental employees:

1. Eliminate child deaths as a result of child abuse or neglect while the child is being served by the Department.
2. Minimize neglect or abuse in placements, including placements with relatives.
3. Minimize repeat neglect or abuse in the home of children who are being served by the Department.

4. Minimize repeat neglect or abuse in the home for siblings of children known to the system.
5. Minimize the number of children inappropriately removed from parent's homes and placed in out-of-home care.
6. Maximize the number of families receiving family preservation services, including day care.
7. Maximize the number of children who are reunified with their families.
8. Minimize the number of instances where a child's reunification with their family fails.
9. Maximize the number of children placed in close proximity to their families.
10. Minimize the number of school changes as a result of placement changes.
11. Maximize the placement of children with foster parents of the same race and cultural heritage.
12. Minimize the number of sibling separations when children are placed in out-of-home care.

13. Maximize the number of children appropriately identified for adoptive screening.
14. Maximize the number of children referred and accepted for adoption services.
15. Maximize the number of children appropriately placed in adoptive homes.
16. Maximize the number of children whose adoptive placement is successfully finalized.
17. Minimize the number of failed adoptions for children served by the Department.
18. Maximize the utilization of voluntary child welfare agencies for support services, including child care services and community-based organizations in providing the most appropriate services for children.
19. Maximize the number of youths in the system age 16 years and over who are provided with education and employment opportunities to enable successful emancipation and transition to adulthood.

Section 5.

Management shall not take disciplinary action including, but not limited to, suspension, reduction, or discharge, or prepare any written grams, warnings, or reprimands or make

negative reference on performance evaluations due to inadvertent errors, or due to the employee's inability to complete all the tasks associated with the employee's assigned cases, if such errors or omissions occur when the employee's caseload exceeds the Monthly Maximum Caseload for Discipline Purposes of the category to which he is assigned, as specified in this section. Nothing herein shall be construed to limit Management's authority to determine the priorities of an employee's case tasks.

Program Category	Monthly Maximum for Discipline Purposes	August 1, 2002	October 1, 2002	December 1, 2002
Family Maintenance/ Reunification (Approved)	39	36	35	35
Permanency Planning (Approved)	50	45**	42**	41**
Emergency Response (Intake)	30	28	27	27
Dependency Investigation (Intake)	11	10	10	10
Child Welfare Services (Approved)	36	34***	32***	31***
All Intake/Approved	27	26	25	24
Child Abuse Hotline (Intake)	170	170	170	170
Child Sex Abuse (Approved)	13	13	13	13
Detention Control (Intake)	128	128	128	128
Desk Officer (Intake)	578	578	578	578
Applicant/Child (Approved)	48	46	44	43
Parent (Approved)	48	46	44	43
Independent (Intake)	10	10	10	10
Step Parent (Intake)	10	10	10	10
Post-Adoption (Intake)	22	22	22	22

Yardstick for CSW Trainees is 75% of the yardstick assigned.

Caseload Limit and Disciplinary Maximums will be adjusted accordingly.

** Reflects consideration of increased visitation for out-of-home placements.

*** Reflects PP cases in CSW files

Section 6. External Change

When major changes in workload result from Federal or State legislative/regulatory changes, Management will implement such changes. It is Management's intent to notify the Union of such changes prior to implementation. In the event that Management cannot inform the Union prior to implementation, Management will ensure that the Union is advised within 30 days after Management is notified of such changes. At the time when Management notifies the Union, Management will make available to the Union, copies of the Federal or State legislation/regulations which necessitate revision in the caseload. If the Union wishes to negotiate with Management regarding the caseload of the employees affected by such implementation, the Union shall notify Management's authorized agent within five (5) working days from the receipt of such notice.

Section 7. Internal Change

- A. Management will meet and consult with the Union prior to conducting Management work systems and/or measurement studies to discuss methodology, offices to be studied, and target dates.

- B. The Union may request a review of the raw data resulting from the study within five (5) days from receipt of notice from Management that the study is completed. If such review is requested, Management will designate a time, place and date for one (1) Union official and two (2) employees to review the raw data.

- C. Management will continue to meet and confer with the Union regarding the impact of implementing CWS/CMS on wages, hours and other terms and conditions of employment.

- D. The parties agree to meet and confer, upon the Union's written request, if the State conducts a yardstick study which results in a change of yardsticks.

Section 8. Legislative Activity

The Union and Department of Children and Family Services shall work together on mutually agreed to legislation to obtain additional funds from the State to enhance child protective services. The parties agree to meet quarterly and regularly exchange information on their lobbying efforts.

The Department of Children and Family Services and Local 535, SEIU, in conjunction with Chief Administrative Office (CAO) Management, will develop and implement a coordinated plan to have the California Department of Social Services conduct a State-wide Work Measurement Yardstick Study of Child Welfare Services Programs (ER, FM, FR, and PP).

Section 9.

Effective January 1, 1995, Children's Social Workers regularly assigned to evening and night shift duty at the Emergency Response Command Post (ERCP) shall receive a

monthly recruitment and retention bonus of one-hundred and fifty dollars (\$150). The recruitment and retention bonus is separate from the current evening and night shift differential pay currently received by CSWs assigned to the evening and night shift at the ERCP.

ARTICLE 19 PARKING

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

The Coalition of County Unions will negotiate over management proposals to increase average vehicle ridership (AVR) pursuant to regulations of the Air Quality Management District (AQMD). Upon completion of those negotiations, all other parking provisions contained herein shall cease to apply to employees in this bargaining unit. Completion of negotiations means (1) agreement or (2) exhaustion of the impasse procedures established by the Employee Relations Commission (ERCOM) or 120 calendar days from commencement of negotiations whichever occurs first.

Management shall consult with the Union regarding employee parking plans for any proposed new facility location when it is identified.

ARTICLE 20 EMPLOYEE ORGANIZATION LEAVE

Subject to Civil Service Rules and subject to staffing requirements of the department, leaves of absence shall be granted to accept Local 535 employment.

The employee must be an elected or appointed official or full-time representative of Local 535 with a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Local 535 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than five (5) employees shall be on such leave from the Department of Children and Family Services.

ARTICLE 21 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

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

- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

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

appoint the employee according to Civil Service Rules;

If the person is appointed within 30 calendar days from the date of request for

relief, no bonus under this article is to be paid;

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

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

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

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

Section 3. Special Provisions

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

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

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational Units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees' personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 22 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this Article, a classification study is a study by the Chief Administrative Office or by the Department's Personnel Office of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this Article be included only to inform employees of the established process and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedure

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing through the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within 30 days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to his/her department. The latter shall in turn schedule and conduct a classification study as defined by the Chief Administrative Office/Human Resources.

Section 4. Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged.

It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the department's Personnel Office shall provide a progress report to the employee and to the Union upon request.

ARTICLE 23 PERSONNEL FILES

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

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

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said documents would not be placed in the official file until the grievance procedure or Civil Service appeal rights have been exhausted.

Grievances filed under this provisions shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

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

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

That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

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

ARTICLE 24 POSTING OF NOTICES

Notice of Civil Service examinations will be posted by Management within ten (10) days after receipt of such notices, on a bulletin board or boards designated expressly for this purpose.

Notice of Departmental examinations will be posted at least ten (10) business days prior to the opening of the filing period for the examination on a bulletin board or boards at each worksite designated expressly for this purpose.

Management shall provide the Union with copies of examination notices at the time of posting for classifications in this bargaining Unit and for the classification of Supervising Children's Social Worker.

For a specialized assignment for classifications in this or the SCSW Bargaining Unit in a unit, office, division or bureau, Management shall post a notice of such position in each worksite at least ten (10) business days prior to the application deadline.

ARTICLE 25 REPRESENTATION IN COURT

Upon request of any employee, the County, in accordance with the provisions of the California Government Code, will provide for the defense of any civil action or proceeding brought against the employee on account of an act or omission in the scope of his/her employment as an employee of the County, and will pay any judgment rendered against the employee.

ARTICLE 26 AFFIRMATIVE ACTION

The Department of Children's Services shall convene a Departmental Affirmative Action Committee, composed of Management representatives and a total of seven (7) employee representatives with no more than five (5) employee representatives from any employee organization.

The committee's responsibilities shall include, but not be limited to the following:

1. Monitoring of compliance with the DCS Affirmative Action Plan.
2. Consultation with the DCS representatives responsible for the development of future DCS Affirmative Action Plans; and
3. Development of a program to promote cultural awareness among DCS employees with the goal of enhancing communication among DCS employees and between DCS employees and their clients.

All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

ARTICLE 27 CONTRACTING OUT /TRANSFER OF FUNCTIONS AND
ALTERNATIVES TO LAYOFFS

Section 1. Contracting Out/Transfer of Functions

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

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU Local 535 and in coordination with the Chief Administrative Office Employee Relations Division offer to meet and consult with the Union within then (10) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to

negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining Unit insofar as such subjects have not already been negotiated.

Section 2. Alternatives to Layoffs

A. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995 Board Policy on workforce reductions.

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

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

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

B. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternate placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Administrative Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

C. Civil Service Rules

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

D. Proposition A Contracts

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

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

E. Notice Provisions for Layoffs and Demotions

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

ARTICLE 28 REIMBURSEMENT

When a Children’s Social Worker is out of the office and is unable to obtain a meal coupon, management shall reimburse Children’s Social Workers for the purchase of meals for children for which they have caseload responsibility.

Children’s Social Workers shall submit a receipt in order to obtain reimbursement for meals purchased.

The reimbursement rate for each child and per each meal shall not exceed the following:

- a) Breakfast \$4.00
- b) Lunch \$5.00
- c) Dinner \$6.00

ARTICLE 29 EMPLOYEE IDENTIFICATION

Management agrees to provide employees covered by this Memorandum of Understanding with personalized business cards and formal identification cards within 90 days of the implementation of this Memorandum of Understanding.

ARTICLE 30 INTRADEPARTMENTAL WEBSITE/REFERENCE MATERIALS

Section 1.

During the term of this agreement, management will provide Children's Social Workers limited internet use through its website, LA Kids, to access publicly available sites for reference materials, social work publications, and other materials, to assist Children's Social Workers in the delivery of child welfare services.

Section 2.

Within thirty (30) days of signing of the Memorandum of Understanding, the parties agree to convene a Joint Labor/Management Committee to review, identify, and select internet sites to be made available on LA Kids. The Joint Labor/Management Committee will consist of four (4) management representatives and four (4) employee representatives selected by Local 535. The Committee will meet as necessary but not more than twice monthly.

Section 3.

Effective with the implementation of this Memorandum of Understanding, Management will obtain and make available hard copies for each district office and Children's Social Workers as follows:

For Each District Office:

Thomas Guide Map Book: San Bernardino/Riverside and Santa Barbara/Ventura
Physicians Desk Reference

California Laws Pertaining to Youthful Offenders
American Public Welfare Directory
Medical Dictionary
Zip Code Directory
California Zip Code Directory
Directory for all Prisons in California (copy)
Los Angeles Public Schools Directory
County Telephone Directory
Thomas Guide Map Book for Los Angeles County
Penal Code Index
Welfare Institutions Code relating to Youthful Offenders
Diagnostic Statistical Manual (DSM IV)
County Personnel Administration Handbook
DCFS Personnel Manual
Departmental policies and procedures

For Each Children's Social Worker:

Los Angeles/Orange County Thomas Guide Map Book

Upon request, employees frequently traveling to a neighboring county will be provided a Thomas Guide Map Book for that county.

For Each Unit:

Departmental policies and procedures (complete and updated)

Section 4.

Prior to separation from County service, or transferring from the Department of Children and Family Services to another department, employees who have received a Thomas Guide Map Book, or other hard copy materials, shall return them to the Office Head or responsible management representative.

ARTICLE 31 CONTINUING EDUCATION

Management recognizes the advantage of continued education for employees in this Unit, and will give consideration to employee requests for participation in available work related conferences, workshops, seminars or symposiums on paid County time.

Management will distribute as equitably as possible among all employees in this specific job assignment, paid County time to participate in such educational opportunities.

Section 1. Educational Leave

Employees in this Unit may request educational leave without pay in accordance with departmental policies and Civil Service Rules to pursue a Master's Degree in Social Work, Counseling, Psychology, Marriage and Family Therapy, or other related field deemed appropriate by Management.

Section 2. Licensure

All employees who have competent performance evaluations on file or who have not yet received a departmental performance evaluation may apply for participation in a departmental program of LCSW or LMFT licensure supervision. Upon acceptance into the program, CSWs will be given up to 4 hours per week County time to receive supervision.

Employees who receive or provide licensure supervision shall not have any corresponding reduction in caseload assignment or caseload limit.

Effective October 1, 1998, employees who provide licensure supervision for one or more CSWs or SCSWs shall receive the following:

- \$12.50 per pay period (\$25.00 monthly) stipend for a weekly average of at least 1 hour of licensure supervision.
- \$25.00 per pay period (\$50.00 monthly) stipend for a weekly average of at least 2 hours of licensure supervision.
- \$37.50 per pay period (\$75.00 monthly) stipend for a weekly average of at least 3 hours of licensure supervision.
- \$50.00 per pay period (\$100.00 monthly) stipend for a weekly average of at least 4 hours of licensure supervision.

The total budgetary allocation for employees providing licensure supervision shall be \$135,000 in each of the following Fiscal Years: Fiscal Year 2000-2001, Fiscal Year 2001-2002, Fiscal Year 2002-2003.

Management will work with NASW, CAMFT and other agencies toward recruiting volunteers to provide licensure supervision.

Management will work with NASW and CAMFT toward establishment of a review and preparation course to assist staff in preparing for licensure exams.

Section 3.

Effective February 1, 1995, Department of Children and Family Services will implement its policy on CSW Self-Directed Training. The allocation of funds for CSW Self-Directed Training in subsequent fiscal years after 2000-2001 will depend on departmental fiscal and budgetary constraints.

ARTICLE 32 STRIKES AND LOCKOUTS

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

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

ARTICLE 33 TRANSFERSSection 1. Definitions – DCFS

For the purposes of this article a transfer is a change in office location other than to a sub-office. A sub-office is defined as a work location within seven (7) miles from the parent office.

Section 2. Voluntary Transfer – DCFS

Employees requesting a transfer from one office to another, within the Department, shall submit a written request to the Department's Personnel Officer. The request will include the employee's continuous service date and certified bilingual skills, if any. A copy of the request will be given to the employee's office head to serve as notice that the employee wishes to transfer to another office. Requests to transfer will be considered if the following criteria are met: (1) the employee has one year tenure in the office from which he/she is requesting to transfer; (2) the employee has a competent or better rating on the latest performance evaluation; and (3) the employee has completed probation. Transfer requests will be considered for two years until the employee is transferred or the request is withdrawn, in writing, by the employee. When management determines that a transfer request will expire within thirty (30) days, management will notify the employee in writing of the pending expiration. If the employee wishes to remain on the transfer list the employee must notify the Personnel Officer in writing of this, which will allow them to remain on the transfer list for an additional two years. If the employee does not respond, their name will expire from the list.

If the employee does not meet the above transfer criteria, or ceases to meet these criteria while the request is pending, a copy of the transfer request will be returned to the employee by the Personnel Officer with the reason for denial. If the employee meets the transfer criteria, the Departmental Personnel Office will confirm in writing receipt of the employee's transfer request. The confirmation shall state that the request will be valid for 2 years from receipt by the Personnel Office.

Transfers will occur in those months when the department is hiring, according to the following procedure:

1. Current transfer requests will be reviewed.
2. Transfers will be granted to offices where vacancies exist, subject to the condition that such transfers do not exceed, in a calendar year, 10% of the staff justified each January in an office.

Management will not assign newly hired employees into an office for which a transfer request is pending, except as permitted under Step 2 above.

In addition to the procedure set forth in the above paragraph, Management will match transfer requests each June.

Management will maintain a list of pending transfer requests which will include the date which each employee's request for transfer was received by the Personnel Officer, each employee's Department service date and the employee's certified bilingual skills, if any. Management will transfer employees based upon the dates that employee's request for transfer were received by the Personnel Officer with those employees whose requests were received first being transferred first, except when bilingual needs and/or extreme hardship cases exist. In the event two or more transfers are received on the same date, management will rank employees for transfer by Department seniority. Bilingual employees will not be prevented from transferring if the office from which they are requesting a transfer has no bilingual vacancies. Employees who have an extreme hardship will be transferred ahead of employees with more Department seniority. Extreme hardship is defined as a substantial involuntary change in an employee's life circumstances. Employees who have an extreme hardship are exempt from the requirement of working one year in the current office.

Employee transfer requests are binding until revoked in writing by the employee as long as the written notice is received by the Department prior to posting of a new transfer match. Additionally, approval of employees requesting transfers to specialized functions such as CSAP, Adoptions, RAPP, and Court art at the discretion of Management.

It is understood that this section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

Management will provide the Union with a report of granted transfer requests for each month

that any transfers are granted, and a quarterly report of all pending requests, which shall include the date the request was received by the Personnel Office, each employee's Department seniority date and identify which employees have an extreme hardship and which employees have certified bilingual skills.

Section 3. Involuntary Transfers – DCFS

A. Transfer of Staff:

1. Voluntary requests should be reviewed and honored first. Voluntary requests for specialized functions will be reviewed and honored. For functions requiring a special proficiency or degree, the volunteer must possess that proficiency or degree.
2. The Office Head should request volunteers if an insufficient number of requests are on file.
3. If there are not enough volunteers, involuntary transfers will be made by inverse County seniority within the transferring office.
4. Employees who are to be transferred will receive a written notice ten (10) business days prior to the involuntary transfer date.

- B. Employees exempt from involuntary transfers are:
1. Employees on probation or improvement needed.
 2. A bilingual worker, if the need for a bilingual worker does not exist in the new office.
 3. Employees involuntarily transferred within the past six months.

Section 4. Stewards

Management shall not transfer a steward who objects to the transfer, if there is any other employee in same classification who meets the specific qualifications of the vacancy.

ARTICLE 34 LOCAL 535 REPRESENTATION

Section 1.

Departmental Management will recognize employees designated by Local 535 as representatives only upon receipt of a written list of the names and locations of the employees so designated.

Within thirty (30) days of the date of this agreement, Local 535 will furnish the departmental Management with such a list and will keep it current. Employees not on such list will not be recognized as representatives. The number and location of representatives will be determined by agreement between the departmental Management and Local 535.

Section 2.

Representatives will be permitted reasonable time off without loss of pay for the investigation and processing of grievances up to and including the department head level. This section does not preclude the processing of a grievance by a representative at a higher level at the expense of Local 535.

Section 3.

Local 535 agrees that whenever investigation or processing of formal grievances is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. Time spent on the investigation and processing of formal grievances will be recorded on a form provided by Management.

When required to leave his work location to investigate or process a grievance, the representative shall report to his immediate supervisor and advise him of his intent.

Permission to leave will be granted by the supervisor promptly unless the absence will cause a hardship upon the department which could not be alleviated without the representative's continued presence. In such case, the representative will be advised of an alternate time as soon following as possible. Upon completion of the investigation or processing of the grievance, the representative will report back to his immediate supervisor whose responsibility it shall be to note the time of leaving and return to the department. Upon arriving at another work location, the representative shall inform the concerned supervisor of his presence and the reason therefore. Said supervisor will grant the employee involved permission to leave the job promptly unless the employee's absence from the work station would cause a hardship upon the department. In such event, the representative will be informed of a time most immediately following when the employee will be available.

Section 4.

Authorized Local 535 staff representatives shall be given access to work locations during working hours to conduct Local 535 grievance investigations and/or to observe working conditions following at least 24 hours notification to the department head or his designated alternate. If the stated time of the Local 535 staff representative's visit to the work location would work an undue hardship upon the department in the opinion of the department head or his designate, the latter shall explain such circumstances to the representative and will

offer an alternate time most immediately following the requested time. In the event of a grievance of an emergency nature beyond the normal capacity of a representative to resolve, the Local 535 staff representative may advise the department head or his designated representative of his need to visit the facility and the reason therefore. In such instance, the 24-hour notification shall be waived. Local 535 agrees that its staff representative will make every good faith effort not to interfere with the normal operations of the department or of any facility thereof. By mutual agreement, the Office Head and the authorized Local 535 staff representative may waive the 24-hour notification.

Local 535 shall give to each affected department head and the Chief Administrative Officer of the County of Los Angeles, a written list of all authorized staff representatives, which list shall be kept current by Local 535. Access to work locations will only be granted to staff representatives on the current list.

ARTICLE 35 GRIEVANCE PROCEDURESection 1. Purpose

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

Section 2. Definition

1. Wherever used, the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his immediate supervisor.

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

Section 3. Responsibilities

1. The Union agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of any

employee, discuss the employee's complaint with him at a mutually satisfactory time.

The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

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

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified, automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.

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

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.
3. An employee may present his grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the

essential operations of the department. No employee shall lose his rights because of Management-imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify the Union of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The Union representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Union representative elects to attend any formal grievance meeting, he must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise

to the grievance may be called on as witnesses by the grievant. Such witness may attend formal grievance hearings on paid County time.

Section 7. Procedures

Step 1. Office Head Agent

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental Management. The employee shall submit two copies to his office head agent and retain the third copy.
- B. Within five business days, the office head agent shall give his decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within five business days from his receipt of the office head agent's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by his department head. The department head has the authority to waive the middle Management step if such a step is not appropriate because of the size of his department. The middle Management representative shall discuss the grievance with the office head agent concerned and the employee before a decision is reached

by him.

- B. Within five business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union representative.

Step 3. Department Head

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

- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his designated representative who has not been involved in the grievance in prior levels, shall make a thorough review of the grievance, meet with the parties involved, and give a written decision and the reasons therefore to the employee. However, the department head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to the Union representative.

The department head or his designated representative may request of the Union and may receive by mutual agreement, additional time to review the grievance and give a written decision to the employee.

- C. If the department head or his designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the department head or his designated representative shall be final.

Section 8. Arbitration

- 1. Within thirty (30) days from the receipt of the written decision of the department head or his designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors, unless the arbitrator, in his discretion finds it necessary to interpret

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

- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to, discharges, reductions, and discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret to apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event the Union desires to request a grievance, which meets the requirements of Paragraph 2 hereof be submitted to arbitration, it shall within the time requirements set forth above, send a written request for arbitration to the Employee Relations Branch of

the Chief Administrative Office, which request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
 - B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty working days from date of receipt of the request for arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.
 - C. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration, except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission,

unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting for the issue(s) to be determined, which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator, resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

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

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

- Recognition
- Purpose
- Implementation
- Term
- Renegotiation
- Non-Discrimination
- Safety and Health
- Payroll Deductions and Dues
- Leave of Absence for Union Business
- Authorized Agents
- Provisions of Law

Section 9. Group Grievances

- A. A group grievance is a common complaint by a number of employees within the department or a Unit thereof alleging inequitable treatment resulting from a Management action or lack of action on some aspect of employment status or working condition within the control of the department head.

- B. A group grievance shall be presented in writing to the first level of supervision common to all employees who share the grievance. The written grievance shall state fully, the complaint and the remedy requested. A written reply will be made by the Management representative involved, within ten (10) business days.

- C. If the matter is not resolved, subsequent review shall be at the next level outlined under the provision of Section 7 of this article.

- D. Group grievance meetings shall be limited to a maximum of 5 employees representing the group.

ARTICLE 36 EXPEDITED ARBITRATION

1. This procedure is an alternative procedure and does not supersede the provisions of Article 35, Section 8, Arbitration of this Article.
2. Only by mutual written agreement shall the parties submit to expedited arbitration a grievance(s) which meets the requirements set forth in Article 35, Section 8.
3. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducted expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel and 3) there will be no post hearing briefs.
4. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his selection, and may hear multiple cases during the course of the day. However, six (6)

hours of hearings will constitute one day.

5. The arbitrator shall issue a "bench" decision at the conclusion of the parties testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued. The decision of the arbitrator is binding, to the extent that the decision does not require legislative action by the Board of Supervisors. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

ARTICLE 37 GRIEVANCES -GENERAL IN CHARACTER

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

- A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where the Union has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Union may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Administrative Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Union shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Administrative Officer or his authorized representative.
- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 35, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 35, of this Memorandum of Understanding.

It is further understood that this article is not intended as a substitute or alternative for the grievance procedures set forth in Article 35 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures

set forth in Article 35 hereof.

ARTICLE 38 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 Union 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 39 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

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

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

Section 2.

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

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

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

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

The phrase "significantly large number" shall mean (a) A majority of the employees in the Unit, (b) All the employees within a department in the Unit, or (c) All of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

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

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

Section 3.

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

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

Section 4.

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

Section 5.

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

ARTICLE 40 AUTHORIZED AGENTS

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

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

- B. The Union's principal authorized agents shall be the Executive Director of Local 535 or his duly authorized representative (Address: 309 South Raymond Avenue, Pasadena, California 91105-2607; Telephone: (626) 796-0051; Facsimile (626) 796-2335).

ARTICLE 41 PROVISIONS OF LAW

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

ARTICLE 42 MANAGEMENT RIGHTS

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

ARTICLE 43 AGENCY SHOPSection 1. Agency Shop Defined

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

Section 2. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union. Such employee shall in lieu of periodic dues or Fair Share fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 3. Agency Shop Unit

It is mutually agreed by the parties that this Unit is an Agency Shop Unit. It is the intent of

the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 4. Rescission and Security Clause

- A. It is mutually agreed by the parties that if the agency shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then provisions of Article 12, Payroll Deduction and Dues, Section 1 and Section B of this article shall prevail. There can only be a maximum of one election during the term of this agreement.
- B. Any employees in this unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period of August 10 through August 31, in any year of the contract, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 5. Union Responsibilities - Hudson Notice

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

Section 6. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article shall be provided through the employee's department with an authorization form advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a Fair Share fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a Fair Share fee. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed properly and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of Fair Share fees from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share fees, Agency Shop fees or charitable contributions for such employees shall be the beginning of the first pay period of employment or the pay period this Article becomes effective for current employees, whichever is later.

Section 7. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, step anniversary date, salary, classification, and work location of all employees who enter the bargaining unit and are subject to this agreement. Such list shall include new hires, returnees from unpaid leaves, and employees promoted, demoted or transferred into the bargaining unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this bargaining unit.

Section 8. Indemnification Clause

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

ARTICLE 44 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution procedure and does not supersede the provision of Article 35, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 35, Section 8, can be submitted to grievance mediation. Both Local 535 and management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third step of the grievance procedure and by mutual agreement, either management or Local 535 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator-s schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator-s role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by management, Local 535, and the grievant. The final agreement shall be binding on all parties. Final agreements

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

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of Article 44 shall not be subject to arbitration.

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

SOCIAL SERVICES UNION
LOCAL 535, SEIU, AFL-CIO

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
Harold Walker
Chapter Administrator

By _____
Chief Administrative Officer

SOCIAL SERVICES UNION
LOCAL 535, SEIU, AFL-CIO

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
Tracy Groendyke

By _____
Paul Croney

By _____
Chy Chy

By _____
Russ Carr

By _____
Randy Gracia

By _____
Angela Carter

By _____
Fran Frank

By _____
Emma Montero

By _____
Lu Hoffman

By _____
Jaime Horta

By _____
Mei-Lin Ma

By _____
Elaine McElhinney

By _____
Gregg Fritchle

By _____
Priscilla Cruz

By _____
Dina Petruzzi

By _____

By _____
Tony Bravo

By _____

By _____
Susan Stofan

By _____

By _____
James Whitmore

By _____

By _____
Eileen Querubin

By _____

TO BE JOINTLY SUBMITTED TO COUNTY-S BOARD OF SUPERVISORS