



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

June 29, 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 UNITS 331, 711, 723, AND 777
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the accompanying successor Memoranda of Understanding (MOUs) for a term ending September 30, 2006, with the following employee representation units:
 - Los Angeles County Association of Environmental Health Specialists (LACOEHS):
 - **Unit 331** – Health Investigative and Support Services
 - Social Services Union Local 535, SEIU, AFL-CIO:
 - **Unit 711** – Social Workers
 - **Unit 723** – Children’s Services Workers
 - **Unit 777** – Supervising Social Workers
2. Instruct the Auditor-Controller to make payroll system changes necessary to implement the recommendations contained herein.

PURPOSE OF RECOMMENDED ACTION

We have concluded negotiations and are submitting for your approval successor MOUs for Bargaining Units 331, 711, 723, and 777.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Implementation of Strategic Plan Goals

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

FISCAL IMPACT

The MOUs provide a 2.5% salary adjustment on October 1, 2004, and October 1, 2005, for MOUs 711, 723, and 777, and a 2.5% salary adjustment on January 1, 2005, and January 1, 2006, for MOU 331, 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 of all recommended changes will be financed within available funding.

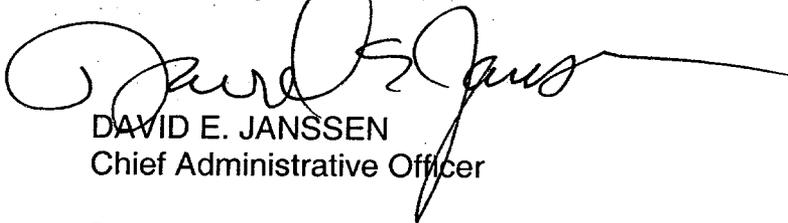
FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MOUs have been ratified by their respective union members. The agreements have been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

No change to current services.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
RA:rld

Attachments

c: County Counsel
Auditor-Controller

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
HEALTH INVESTIGATIVE
AND SUPPORT SERVICES UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 29th day of
June, 2004,

BY AND BETWEEN

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

LOS ANGELES COUNTY ASSOCIATION OF
ENVIRONMENTAL HEALTH SPECIALISTS
(hereinafter referred to as "LACOA EHS" or
"Association")

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ARTICLE 1 RECOGNITION CLAUSE

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, Los Angeles County Association of Environmental Health Specialists (hereinafter referred to as "LACOA EHS") was certified on June 26, 1990 by County's Employee Relations Commission (Employee Relations Commission Decision No. DEC-33) as the majority representative of County employees in the Health Investigative and Support Services Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes the Los Angeles County Association of Environmental Health Specialists as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as well as such classes as may be added hereafter by the Employee Relations Commission.

ARTICLE 2 PURPOSE

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

ARTICLE 3 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 4 TERM

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

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding no later than July 15, 2006. Negotiations shall begin no later than August 1, 2006. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2006, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

Section 1. Employee Rights

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of LACOEHS and all other rights in the Employee Relations Ordinance and Government Code, Section 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, age, national origin, political or religious opinions or affiliations, or disability, sexual orientation, or other factors not directly related to successful performance of the employee's job.

Section 2. Affirmative Action Committee

The Department of Health Services agree that the Director, Personnel and Employee Relations, Health Services, shall convene a departmental Affirmative Action Committee composed of an equal number of management representatives and employee representatives (selected from various interested employee organizations representing employees in the Department). All recommendations that are mutually agreed to by the management and employee representatives shall be implemented by the Department.

ARTICLE 7 SALARIESSection 1. Recommended Salary Adjustment

The parties jointly agree, subject to the Board's declaration of a financial crisis as defined in Section 1(A) below, to recommend to the County Board of Supervisors that said Board adopt and implement the following general salary movement applicable to employees in this unit: Ten (10) salary levels effective January 1, 2005, and Ten (10) salary levels effective January 1, 2006.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5670	ENVIRONMENTAL HEALTH SPECIALIST I	CURRENT	N4	65C	2899.00	3057.91
		01/01/2005	N4	66B	2969.36	3132.73
		01/01/2006	N4	67A	3043.00	3210.00
5671	ENVIRONMENTAL HEALTH SPECIALIST II	CURRENT	N2	78H	3733.27	4388.73
		01/01/2005	N2	79G	3825.64	4498.55
		01/01/2006	N2	80F	3919.73	4610.82
5672	ENVIRONMENTAL HEALTH SPECIALIST III	CURRENT		82C	3891.09	4832.00
		01/01/2005		83B	3986.91	4952.36
		01/01/2006		84A	4086.00	5076.00
5673	ENVIRONMENTAL HEALTH SPECIALIST IV	CURRENT		84B	4096.18	5088.73
		01/01/2005		85A	4198.00	5216.00
		01/01/2006		85L	4302.55	5346.00
5675	ENVIRONMENTAL HEALTH STAFF SPEC	CURRENT		84B	4096.18	5088.73
		01/01/2005		85A	4198.00	5216.00
		01/01/2006		85L	4302.55	5346.00
5668	ENVIRONMENTAL HEALTH TECHNICIAN	CURRENT		63J	2373.55	2941.00
		01/01/2005		64H	2433.00	3013.55
		01/01/2006		65G	2493.00	3087.73
4846	HEALTH EDUCATION ASSISTANT	CURRENT		68E	2688.55	3329.73
		01/01/2005		69D	2754.91	3411.82
		01/01/2006		70C	2822.00	3495.27
5775	HEALTH PHYSICIST	CURRENT		86D	4345.45	5399.09
		01/01/2005		87C	4454.18	5533.45
		01/01/2006		88B	4565.36	5671.18

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4382	INDUSTRIAL HYGIENIST	CURRENT		83J	4056.27	5038.91
		01/01/2005		84H	4157.27	5165.09
		01/01/2006		85G	4260.73	5294.00
5772	RADIATION PROTECTION SPECIALIST	CURRENT	N4	79D	4229.36	4465.27
		01/01/2005	N4	80C	4334.64	4576.73
		01/01/2006	N4	81B	4443.09	4690.73
5774	SENIOR RADIATION PROTECTION SPEC	CURRENT		83D	4006.73	4977.09
		01/01/2005		84C	4106.36	5101.45
		01/01/2006		85B	4208.45	5229.00

A. FINANCIAL CRISIS

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

For the sole purpose of modifying Section 1 of this article, 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 Section 1 of this article are cancelled, and the parties shall re-open negotiations on all economic issues.

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

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

B. Evening and night shifts

If management implements an evening and/or night shift as defined by Section 6.10.020 of the County Code, this article may be reopened for the sole purpose of negotiating a shift differential. Management shall notify the union in writing of its intent to implement evening/night shifts. Unless the parties mutually agree to waive these time limits, negotiations shall commence within 20 working days of the receipt of the union's written request to reopen this article.

If the parties have not reached agreement within 60 working days after commencement of negotiations, an impasse shall be automatically declared unless the parties mutually agree to continue negotiations.

Prior to implementing evening and/or night shifts, management agrees to meet and confer with the union on employee impact. If and when evening and/or night shifts are established the rate of differential pay as negotiated shall become effective as of the effective date of the shift.

Section 2.

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

Section 3. Step Advances

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

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department 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.

Appeal 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. Flexible Hire Rates

- a. Persons appointed to the position of Environmental Health Specialist II (Item #5671) shall be placed on a 4-step range in accordance with Note 2 of the Los Angeles County Code.
- b. Persons appointed to the position of Environmental Health Specialist I (Item #5670) shall be placed on a two-step range in accordance with Note 4 of the Los Angeles County Code.
- c. Persons appointed to the position of Radiation Protection Specialist (Item #5772) shall be placed on a two step salary range in accordance with Note 4 of the Los Angeles County Code.

ARTICLE 8 EMPLOYEE BENEFITS

The provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 660, AFL-CIO, in effect and as mandated by applicable law, shall apply to employees in this Unit.

Integrated Bargaining

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits between the County of Los Angeles and SEIU Local 660 in effect during the term of this agreement shall apply to employees in this bargaining unit. Said provisions shall be incorporated as an exhibit to this MOU.

During the term of this MOU, the parties agree to discuss the possibility of integrated bargaining for the successor MOU. The definition of integrated bargaining is bargaining a total, integrated compensation package which shall include general salary movement and employee benefits, including, but not limited to, the County's Options contribution, retirement, vacations, sick leave, and holidays.

ARTICLE 9 OVERTIME

Section 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. 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, with the exception that those 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 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. An employee may accrue compensatory time off in lieu of pay at a rate of one and one-half (1 ½) hours for each hour of overtime to a maximum of 54 hours worked. The employee may request this option before the employee works the overtime.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days notice or be denied a timely request to take

such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. Compensatory time accumulated by employees not used during the calendar year in which it is earned may be carried over one additional calendar year during which it must be taken.

Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 10 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/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement. 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 removed from his/her personnel file except as such may be a part of an official permanent record.

An employee on reviewing his/her personnel file, may request and have any written 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 11 EMPLOYEE PAYCHECK ERRORS

Section 1. Underpayments

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

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll clerk may arrange with the Auditor-Controller for the employee to pick up his supplemental or corrected check at the Auditor's public counter.

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

Section 2. Overpayments

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

ARTICLE 12 STANDBY PAY

Any permanent, full-time employees who are assigned regularly scheduled periods of standby service at off-duty times pursuant to Section 6.10.120 of the Los Angeles County Code, shall receive one dollar and fifty cents (\$1.50) per hour bonus (no cap).

ARTICLE 13 CALL BACK

Whenever an employee is unexpectedly ordered by his/her Department Head or designated management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her 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 9, 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/her 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.

ARTICLE 14 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's 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 LACOEHS' 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:

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

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 employee's 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 15 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Department of Health Services 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 processes 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. Procedures

A request for a classification study by a Department of Health Services employee who believes his/her position is misclassified must be submitted in writing through the employee's division. The Public Health Programs and Services Office of Human Resources shall in turn schedule, conduct the classification study, and report the findings to the employee's division.

Section 4. Acknowledgment and Follow-up Report

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged and divisions will be informed as to the estimated date of

completion of the studies. Further, that this information will in turn be promptly conveyed by the divisions to employees who have requested studies on their own behalf.

It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the Public Health Programs and Services Office of Human Resources will provide the employee's division with a progress report, and a follow-up report will be made each month until the study is completed. The employee's division will have the obligation of keeping the employee informed and forwarding any written objections on the part of the employee to the Public Health Programs and Services Office of Human Resources.

ARTICLE 16 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. LACOA EHS 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. The immediate supervisor will respond within 5 business days. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through a LACOA EHS representative to the Departmental Safety Representative.

On any matter of safety or health that is not resolved by the Departmental Safety Representative within a reasonable period of time, the LACOA EHS representative may confer with the Departmental Safety Representative who will respond in writing.

If the LACOA EHS representative is not satisfied with the response of the Departmental Safety Representative, the LACOA EHS representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Administrative Office or his/her designated representative. The representative of this branch shall investigate the matter and advise the Department Head and LACOA EHS of his findings in the case and

his recommendation, if any. If LACOEAEHS is not satisfied with the response of the Chief, Health, Safety and Disability Benefits of the Chief Administrative Office, the issue may be taken within thirty (30) days to arbitration as set forth in Article 25. During such thirty (30) days consultation between the department head and LACOEAEHS will take place.

It is understood and agreed that LACOEAEHS reserves its rights under Article 28 Grievances-General in Character, in cases where LACOEAEHS does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 2. First Aid Kits

The Departmental Safety Representative or appropriate representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Section 3.

Management and LACOEAEHS 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. Safety Committee

At the request of LACOA EHS, representatives of Department Management will meet monthly with the Programs Health Investigative Employees Health and Safety Committee to consult concerning specific inquiries or suggestions and to exchange information related to:

- a. the prevention of occupational disease and/or injury
- b. the provision of training
- c. personal safety devices or articles of protective apparel
 necessary to protect the health and safety of the employees
- d. exposure to communicable disease

The agenda of a monthly meeting will be limited to safety and health issues of one Health Services Programs organizational unit. Members of the committee and the Management representatives will mutually agree on agenda items in advance of scheduling a meeting.

The Programs Health Investigative Employees Health and Safety Committee will be comprised of up to three employee representatives designated by LACOA EHS. Management's Committee will be comprised of up to three Management representatives. LACOA EHS staff representatives and representatives of the County Labor Relations Office may attend such meetings on occasion.

The Committees may meet for up to two hours per month on County time and shall maintain minutes of each meeting. Minutes shall be maintained in a file for a period of two years.

Section 5. Badges

As provided under Section 5.64 of the County Code, management shall issue badges to those employees whom management has determined need badges to perform their official duties.

ARTICLE 17 TRANSFERS AND PROMOTIONS

Section 1. Voluntary Lateral Transfers

Management agrees to provide a uniform procedure for considering employees' requests for transfer at the time vacancies are to be filled. All vacancies will be posted on the Transfer Opportunities website (<http://jaintra.co.la.ca.us>). On or before January 1st and July 1st of each year, Employees wishing to transfer will forward a written request to the Human Resources Manager and Director of Environmental Health Services

These written requests will be maintained in an active file within the Human Resources office for a period not to exceed six (6) months. The six month period will be January 1 through June 30 and July 1 through December 31, each year.

Employees desiring to keep their individual request active beyond the above time limit must submit a new written request.

Each January and July, management will review requests for transfer and attempt to accommodate employee preferences. Transfers will be made based on the needs of the service.

Section 1.2 Eligibility

In order to be eligible for transfer, an employee must:

- a. Indicate in writing their desire for a transfer and the reason for the request. A resume of their training and experience shall be attached to the request.

- b. Complete two (2) years of service in a full-time, permanent capacity in the current assignment. Unpaid leave shall not be counted as time served; however, exemptions may be granted, depending on management's needs or other considerations.
- c. Have a rating of "Competent" or better on the most recent Performance Evaluation
- d. Not be subject to disciplinary action at the time of consideration for transfer.

Section 1.3 Selection Process and Notice to the Employee

Before seeking candidates from promotional lists or new hires Management agrees to give serious consideration to each transfer request. All pertinent factors will be considered to evaluate the request, including but not limited to: seniority, length of time in a particular assignment, special skills, or employee hardship. Final approval will be based on the needs of the service. Upon review of all transfer requests management shall give written notice to all requesting parties as to the approval/denial of a transfer request. Notices of denial shall provide an explanation to include determining factors not satisfied by the requesting party. This article in no way is intended to limit Management's authority to make appointments.

Where there is no request on file to a work location and an involuntary transfer is needed Management will first seek qualified volunteers. Management will attempt to consider the hardship of the affected employee. This article is not intended to limit Management authority to assign employees as determined by management.

Section 2.

Management will post promotional opportunities bulletins on facility bulletin board or boards designated expressly for this purpose. Management shall inform LAOCAEHS of each worksite's bulletin board location. Copies of transfer eligibility lists and notices of approval/denial shall also be provided to LACOA EHS.

Section 3. Environmental Health Specialist I (Item #5670) and Environmental Health Specialist II (Item #5671) are paired classes. Management will, within Civil Service Rules, promptly promote employees who have successfully completed all the requirements from EHS I to EHS II.

ARTICLE 18 LEAVES OF ABSENCE

Section 1. Pregnancy Leave

Departmental management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Administrative Officer and by the department head.

Upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 2. Educational Leave

Pursuant to Civil Service Rules and subject to the staffing needs of the department, educational leave without pay may be granted upon a permanent employee's written request and presentation of a plan for schooling designed to improve the employee's value to the department and evidence of acceptance by an accredited college or university.

Section 3. Medical Leave

Pursuant to Civil Service Rules, medical leave without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the employee's written request, if, after submission of medical evidence satisfactory to the department head as establishing the employee's medical needs, the department head determines that such leave would be in the best interests of the department and the County.

Section 4. Family Leave

- A. Employees covered by this MOU are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

- B. Within sixty (60) days of implementation of this MOU, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Provision in addition to the rights provided by law.

ARTICLE 19 EMPLOYEE ORGANIZATION LEAVE

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

The employee must be an elected or appointed official or full-time representative of LACOEHS 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 LACOEHS 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 one (1) employee shall be on such leave from any given department.

ARTICLE 20 CONTINUING EDUCATION

Section 1.

Management recognizes the advantage of continued education for employees in this unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County time.

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

Section 2.

Management agrees to consult with LACOA EHS when new educational requirements are mandated by State law and required for maintenance of license, when such license is required for County employment. The purpose of said consultation is to determine whether any hours of County time should be made available to affected employees for meeting mandatory continuing education requirements.

ARTICLE 21 EMPLOYEE PARKING

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

County management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employee's work location for evening and night shift personnel.

ARTICLE 22 LEGAL REPRESENTATION

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

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

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

ARTICLE 23 BULLETIN BOARDS

Adequate bulletin board space will be provided for use by LACOEAEHS. All notices will be posted by authorized representative(s), bear the signature of a registered official of LACOEAEHS, and a copy will be provided to a management representative as designated by the Director. The Association will not post information that is defamatory, derogatory or obscene. The written material will be restricted to the following matters:

- a) meeting notices;
- b) committee reports;
- c) appointments;
- d) elections and results;
- e) bylaws and or extracts from official Association publications.
- f) any other material jointly authorized and initialed by Association representative(s) and management.

ARTICLE 24 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, Management shall provide LACOA EHS with a list of the names of all employees in the Unit. Additional lists may be furnished when requested by LACOA EHS no more than four times a year, it being understood that LACOA EHS shall pay to the County the cost of preparation of such additional lists at the rate to be determined by County's Auditor-Controller.

Management will make available to each new employee entering the Unit a card furnished by LACOA EHS written as follows:

LACOA EHS has been certified as your majority representative. LACOA EHS is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join LACOA EHS see your Grievance Committeeperson or LACOA EHS representative where you work.

ARTICLE 25 GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

1. "Grievance" means a complaint by an employee, or employees, concerning the interpretation or application of the provisions of the Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. LACOEHS agrees to encourage an employee to discuss his complaint with his/her immediate supervisor.
2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

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

4. Department Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

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

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

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

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.
The employee has the right to be present in meetings at step one of the grievance procedure. The employee may be required by either party to be present in meetings at subsequent steps of the grievance procedure.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.
3. An employee may represent his/her grievance to Management on County time. In scheduling 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.

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. Only County employees in this Unit or authorized LACOEHS representatives as specified in Article 27, LACOEHS may be selected by an employee to represent him/her in formal grievance meetings.

3. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 27, LACOEHS representative.

4. 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.

5. Management shall notify LACOEHS of any grievance involving the terms and conditions of this Memorandum of Understanding.

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

Section 7. Procedures

1. Informal Complaint

- A. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his/her knowledge of such occurrence, an employee should discuss his/her complaint in a meeting with his/her immediate supervisor.
- B. Within ten business days from the day of the discussion with the employee, the immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1. First Level Management

- A. Within ten business days from receipt or failure to receive the supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three copies of the grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental management. The employee shall submit two copies to first level management and retain the third copy.

- B. Within ten business days the first level management shall give his/her decision, and cite the basis for his/her decision, in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten business days from his/her receipt of the first level management's written decision and using the returned original copy of the grievance form, the employee may appeal to the designated management representative. The management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.
- B. Within ten business days from the receipt of the grievance, the management representative shall give a written decision, citing the basis for his/her decision, to the employee using the original copy of the grievance.

Step 3. Upper Level Management

- A. Within ten business days from his/her receipt of the decision at level two, the employee may appeal to the upper level management using the original copy of the grievance.

- B. Within ten business days from the receipt of the employee's grievance, the upper level management 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, citing the basis for his/her decision, to the employee or his/her LACOA EHS Representative.
- C. If the upper level management fails to give a decision within the specified time limit, LACOA EHS 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 upper level management shall be final.

Section 8. Arbitration

1. Within 30 business days from the receipt of the written decision of the upper level management, LACOA EHS may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of 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/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify LACOA EHS within fifteen

business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event LACOA EHS desires to request that 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 to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County Department Head or Officer affected, which request shall:
 - A. Set forth the specific issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that the Commission provide the parties with a panel of five names from which the parties will select an arbitrator by alternately striking one name each from the panel until there is one arbitrator remaining who will be deemed to be the mutually acceptable arbitrator and be appointed as above.

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 LACOEHS shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and LACOEHS 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 LACOEHS. 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 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. LACOEHS 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	Non-Discrimination
Implementation	Safety and Health
Term	Authorized Agents
Renegotiation	Provisions of Law

It is mutually agreed by the parties that Article 22, Legal Representation, will not be subject to either binding or advisory arbitration.

ARTICLE 26 EXPEDITED ARBITRATION

1. This is an alternative to the procedure set forth in Section 8, Arbitration, of Article 25, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

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

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

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

or processes by which employees or employee organizations may appeal to, or request review by said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; 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/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Administrative Office, Employee Relations Division, and LACOA EHS will meet and attempt to implement the procedure within sixty (60) business days from the implementation of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 10. The decision of the arbitrator shall be binding upon LACOEHS. To the extent the decision and award of the arbitrator does not require legislative action by the Board

of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

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

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

Recognition

Safety and Health

Non-Discrimination

Payroll Deductions and Dues

Implementation

Leaves of Absence for LACOA EHS

Term

Business

Renegotiation

Authorized Agents

Provisions of Law

ARTICLE 27 LACOEHS REPRESENTATIVES

Section 1. LACOEHS Representatives

It is agreed and understood by the parties of this Memorandum of Understanding that LACOEHS may designate LACOEHS Representatives to represent employees in the processing of grievances subject to the following rules and procedures:

- a. LACOEHS and Management shall negotiate as to a reasonable number of LACOEHS Representatives within each facility.
- b. LACOEHS shall furnish Management Representatives with a written list identifying by name and assigned work areas all regular and alternate Grievance LACOEHS Representatives and the list shall be kept current by LACOEHS at all times.
- c. LACOEHS will designate as a LACOEHS Representative only employees who have passed an initial probation period and have been designated as permanent.
- d. LACOEHS Will be permitted reasonable time off without loss of pay for investigation and processing of formal grievances.

Section 2. Handling Grievances

- a. When requested by an employee, a LACOEHS Representative with permission of his supervisor, may investigate any alleged grievance in his assigned work area and assist in its presentation.

- b. After notifying and receiving approval of his immediate supervisor, a LACOEHS Representative may be allowed reasonable time off during working hours without loss of time or pay to process such grievances. Such notification shall include the nature of his business for which time off is requested and the estimated time of his absence. The immediate supervisor will authorize the LACOEHS Representative to leave his work to process such a grievance unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the LACOEHS Representative of the reasons for the denial and establish an alternate time when the LACOEHS Representative can reasonably be expected to be released from his work assignment. The LACOEHS Representative shall notify his supervisor upon his return to work.

- c. When a LACOEHS Representative desires to contact an employee at his work location, the LACOEHS Representative shall first contact the immediate supervisor of that employee, advise him of the nature of this business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will

notify the LACOEHS Representative when he can reasonably expect to contact the employee.

- d. A LACOEHS Representative's interview or discussion with an employee on County time will be handled expeditiously so as not to unduly interrupt work operation.
- e. The time authorized for a LACOEHS Representative to handle an employee's grievance will be recorded by the LACOEHS Representative on forms made available by his department. The original of the form will be forwarded to the department's personnel office, and a copy retained by the LACOEHS Representative.

ARTICLE 28 GRIEVANCES - GENERAL IN CHARACTER

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

- A. Where LACOA EHS has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACOA EHS 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 be submitted within (30) business days from the occurrence of the matter on which a complaint is based or within (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within five (5) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACOEHS 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, Management's principal representative(s) shall respond to LACOEHS in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 25, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 25, 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 25 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 25 hereof.

ARTICLE 29 WORK ACCESS

Authorized LACOEHS representatives may be given access to work locations during working hours to conduct LACOEHS grievance investigations and observe working conditions. LACOEHS representatives desiring access to a work location hereunder shall state the purpose of his/her visit and request the Department Head's or his/her designee's authorization a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. LACOEHS agrees that its representatives will not interfere with operations of a department or any facility thereof.

LACOEHS shall give to all Department Heads with employees in this Unit and the Chief Administrative Office of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by LACOEHS. Access to work locations will only be granted to representatives on the current list.

ARTICLE 30 WORK SCHEDULES

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 workday or workweek as defined by Chapter 6.12 of the County Code.

Section 1. Work Week

The work week for employees in this unit is 40 hours in a seven consecutive day period as defined by Management. Normally, the work schedule will consist of five 8 hour-work days, Monday through Friday. Pursuant to Fair Labor Standards Act regulations once established the work week may not be changed indiscriminately to avoid payment of overtime.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 3), employees' work schedules shall not be changed without notice to the 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) workdays prior to the date the change is to be effective.

Section 3. 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.

Section 4.

Prior to implementing alternative work schedules, including but not limited to four (4) ten (10) hour work days per week, Management will consult with LACOA EHS.

Section 5.

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 20 business days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

It is understood that non-exempt employees will not be eligible to request the nine (9) day - 80 hour two week work schedule.

ARTICLE 31 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

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

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

ARTICLE 32 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

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

LACOEHS 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.

Section 3.

A. 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 Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)3 of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee who is a member of a bona fide religious 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 of Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction through eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

D. Rescission

It is mutually agreed by the parties that 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 rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

E. 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.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of

his/her choice and return said form to the Union or departmental payroll office. If form is not completed and returned within (30) working days, the County-Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

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

G. 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, date of hire into the Unit, 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, 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.

ARTICLE 33MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any County department during the term of this agreement; however, management shall at the earliest time possible meet and confer with LACOA EHS the impact of any decision to reorganize when such issues are not covered by Civil Service Rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 34 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 LACOEHS, 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 35 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by LACOEHS, and no lockouts shall be made by the County. In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and LACOEHS fails to exercise good faith in halting the work interruption, LACOEHS 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 36 FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement between parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is agreed and understood that each party hereto waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcements of all its terms and provisions.

ARTICLE 37 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/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Los Angeles County Association of Environmental Health Specialists (LACOA EHS), shall be the Chairperson of the Board of LACOA EHS or duly Authorized representative (Address: LACOA EHS Chairman, c/o California Teamsters Local 911, Melissa Ornelas, 3202 East Willow Street, Signal Hill, CA 90755, Telephone: (562) 595-4518, email: mornelas@teamsters911.com).

ARTICLE 38 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, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 39 JOINT LABOR-MANAGEMENT COMMITTEE

During the term of this agreement a Joint Labor/Management Advisory Committee shall be formed to discuss Environmental Health issues. The reports of this committee shall be advisory in nature and shall not be binding on any of the parties. Said committee shall consist of three members appointed by the Association and three members appointed by the County. Employees shall be released to attend committee meetings on County time.

The meetings shall be scheduled by mutual agreement, but not more than twice a month.

By mutual consent, additional issues of concern may be studied by this committee.

This article expires September 30, 2006.

ARTICLE 40 ENHANCED VOLUNTARY TIME OFF (EVTO)

Program Description:

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

Program Requirements:

Implementation of the provision of the Enhanced Voluntary Time Off program within each department shall be subject to prior authorization by the Chief Administrative Officer. The Chief Administrative Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time Off program.

- EVTO shall be available to employees only upon Board approval.
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.
- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

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

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

- An employee may take up to 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:
 - EVTO may be taken as 60 or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

 - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within 30 days following the end of the month in which the contribution was not made.

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

- An employee may take a total of one year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

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

 - Retirement service credit will not accrue during this period.

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

- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and the union in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

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

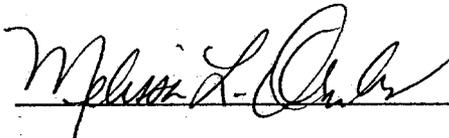
** Retirement Service Credit for plans A-D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

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

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

LOS ANGELES COUNTY ASSOCIATION
ENVIRONMENTAL HEALTH SPECIALISTS
(LACOA EHS)

COUNTY OF LOS ANGELES OF
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By  _____

By  _____
David E. Janssen
Chief Administrative Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 29th 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
"Local 535" or "Union")

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ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, Social Services Union, Local 535, was certified on May 26, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Social Workers Employee Representation Union (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Local 535 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees covered by County in said Unit in the employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management agrees to recognize Social Services Union, Local 535 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 the Union and all other rights in the Employee Relations Ordinance and Government Code, Section 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 action 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 12:01 a.m. on October 1, 2003. The Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2006.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate 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 June 18, 2006. Negotiations shall begin no later than July 5, 2006. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2006 an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustment

Effective July 1, 1994, any GAIN Services Worker (Item Number 9165) who possesses a bachelor's degree from an accredited college or university shall be placed two steps (approximately 11%) higher in the salary range, up to the top step. Such action will not set a new step anniversary date.

GENERAL SALARY MOVEMENT CONTINGENT UPON FISCAL CRISIS LANGUAGE

FISCAL YEAR 2003-04	SALARY FREEZE
Effective 10/01/04	2.5% (10 levels)
Effective 10/01/05	2.5% (10 levels)

1.A. General Salary Movement and Financial Crisis

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 1.A of the 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.

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

For the sole purpose of modifying Article 7, Section 1.A. 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 increase for the fiscal year found in Article 7, Section 1.A. are cancelled and the parties shall re-open negotiations on all economic issues.

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

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9008	APPEALS HEARING SPECIALIST	CURRENT	NR	72J	3020.91	4399.55
		10/01/2004	NR	73H	3095.18	4509.64
		10/01/2005	NR	74G	3171.36	4622.18
8103	COMMUNITY WORKER	CURRENT	NR	56F	1943.55	2843.00
		10/01/2004	NR	57E	1992.64	2913.00
		10/01/2005	NR	58D	2042.55	2984.09
9059	GAIN SERVICES COORDINATOR	CURRENT	NR	68L	2728.36	3967.45
		10/01/2004	NR	69K	2794.73	4066.18
		10/01/2005	NR	70J	2864.00	4167.45
9165	GAIN SERVICES WORKER	CURRENT	NR	65J	2505.00	3642.82
		10/01/2004	NR	66H	2566.91	3733.27
		10/01/2005	NR	67G	2630.18	3825.64
8104	SENIOR COMMUNITY WORKER I	CURRENT	NR	57J	2012.27	2941.00
		10/01/2004	NR	58H	2063.27	3013.55
		10/01/2005	NR	59G	2115.64	3087.73
8105	SENIOR COMMUNITY WORKER II	CURRENT	NR	61H	2240.82	3265.36
		10/01/2004	NR	62G	2297.91	3346.09
		10/01/2005	NR	63F	2356.09	3428.36
9051	SOCIAL WORKER	CURRENT	NR	69J	2788.09	4056.27
		10/01/2004	NR	70H	2857.00	4157.27
		10/01/2005	NR	71G	2927.00	4260.73
9050	SOCIAL WORKER TRAINEE	CURRENT	NR	65J	2505.00	3642.82
		10/01/2004	NR	66H	2566.91	3733.27
		10/01/2005	NR	67G	2630.18	3825.64

Section 2. Step Advances

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

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department 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 Chief Administrative Office. If the Chief Administrative Office fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Chief Administrative Office, 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 Chief Administrative Office, 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.

Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

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

Section 3.

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

Section 4.

Effective July 1, 2000, any Social Worker or Social Worker Trainee possessing an MSW degree from an accredited college or university shall be paid on a 6 step range, the first step of such range being the third step of the salary range listed in Section 1

above. Social Workers or Social Worker Trainees who possess such degree who are below the third step shall be moved to the third step on July 1, 2000. Social Workers and Social Worker Trainees who, subsequent to July 1, 2000, obtain such MSW, and who are below the third step of the range, shall be moved to the third step, effective the first of the month following the submission of proof of such degree to management.

ARTICLE 8 OVERTIME

Section 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime be compensated as follows for all employees in this unit during the term of this agreement:

The County will pay overtime for all hours worked in excess of 40 hours in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. paragraph 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, with the exception that these 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 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

In lieu of receiving pay for overtime worked employees may receive compensatory time off in accordance with FLSA, to a maximum of 54 hours worked. With prior approval of management, such compensatory time off may be taken by an employee. Management will not unreasonably withhold approval for compensatory time off.

Section 2. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 3.

Notwithstanding any other provisions of this Memorandum of Understanding:

- A. The following provisions shall continue to apply to all overtime accumulated between October 1, 1993, and June 30, 1994, and compensated with compensatory time off (CTO).
- (1) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books".
 - (2) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

- B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.
- C. 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.
- D. CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

Section 4. Usage of Non-FLSA Earned Compensatory Time

- A. An employee shall not be directed by management to take compensatory time off without at least 10 business days notice or be denied a timely request to take such time off. Requests for time off will be approved based on the needs of the service determined by management.
- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over

one additional calendar year, during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

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 PRACTICES

Section 1. Night Shift Differential

Evening shift employees shall receive a premium of 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 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.

Effective July 1, 2000, Social Workers and Social Worker Trainees in Community and Senior Services assigned to the evening or night shift for the emergency roll out program will receive a bonus of seventy-five dollars (\$75.00) per pay period. This bonus will terminate September 30, 2006.

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 the 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 workday 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 \$1.00 per hour while on standby but not more than \$200.00 per month.

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

Effective July 1, 2000, the standby rate will be \$2.00 per hour for Adult Protective Services Social Workers and Social Worker Trainees assigned to standby for the emergency roll out program, not to exceed \$300.00 per month. The additional standby

pay provided to Adult Protective Social Workers and Social Worker Trainees pursuant to this paragraph will terminate on September 30, 2006.

Section 4. 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 or designated management representative, and approved by the Chief Administrative Office. The department shall notify an employee in writing of the approval or denial of his or her written request within 10 business days of the approval or denial of the additional responsibilities bonus.

To qualify for this additional compensation, a full time permanent employee must either perform all the significant duties of a higher level class for which there is no vacant funded position (in which case, the bonus shall be the lesser of two standard salary schedules or the difference between the two classes) or be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation.

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. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out of class bonus pursuant to Article 21 for the same assignment.

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

ARTICLE 11 EMPLOYEE PAYCHECK ERRORS

A. 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 12 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/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

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

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 file.

ARTICLE 13 EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide Social Services Union, SEIU Local 535 with a list of all employees in the Unit. This list shall include the following information: Name, Classification, Employee Number, Rate of Pay, and Pay Location. The union shall pay to the County \$100.00 for this list. Additional lists shall be furnished when requested by Local 535 it being understood that Local 535 shall pay to County \$100.00 for each additional list. Should Local 535 request an employee list for this Unit and simultaneously request lists for Units 777 and 723, the combined cost for such lists shall be \$100.00.

By the 15th day of each month, Management will provide the Union with a list of employees in Department of Public Social Services hired into the bargaining unit and separated from the bargaining unit during the proceeding month. This list shall include the same information set forth above.

Local 535 shall bear the cost of preparation of these monthly lists.

ARTICLE 14 BULLETIN BOARDS

Management will furnish bulletin board space for Local 535, the size and location to be determined jointly by departmental management and Local 535:

The boards shall be used only for the following subjects:

- A. Local 535 recreational, social and related news bulletins;
- B. Scheduled Local 535 meetings;
- C. Information concerning Local 535 elections or the results thereof;
- D. Reports of official business of Local 535, 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 Local 535 and the applicable department or district head. Bulletins requiring approval shall be acted upon within one (1) normal working day.

In cases where Local 535 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 Local 535 at that work location.

ARTICLE 15 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 535 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 supervisor.

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, Local 535 may consult with the Chief of Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his designate. A representative of such branch shall respond to the department head and Local 535 within ten (10) days.

If Local 535 is not satisfied with the response of the Chief of Worker's Compensation and Occupational Health, the issue may be taken within ten (10) days to arbitration as

set forth in Article 29. During such ten (10) days, consultation between the department head and Local 535 will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and Social Services Union, Local 535 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.

Issues involving Health and Safety Training needs may be addressed at the Adult Services Division Training Committee in DPSS or the Adult Protective Services Training Committee in CSS. Training needs may include such areas as first aid, CPR, self-defense, cultural awareness, "street smarts", infectious disease control, and working with mentally ill clients.

Based on the availability of training resources, management will endeavor to meet identified training needs.

Section 5. Video Display Terminals

The parties agree that issues related to the use of Video Display Terminals may be considered at the caseload committee meetings described in Section 6 of Article 18 (Caseloads).

Section 6. Security

The Department of Public Social Services and Community and Senior Services agree to request that the Office of Security Management of the Chief Administrative Office conduct a security needs assessment of those facilities that do not currently have security guards. Based on available funding, it is management's intent to comply with the recommendations of the Office of Security Management.

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. Work Week

The work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. Normally, the work week 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) days prior to the date the change is to be effective.

Section 4.

Telecommuting - General

Any Social Worker, Social Worker Trainee who has completed his or her probation

period as a Social Worker Trainee, or Appeals Hearing Specialist may request to telecommute. Management will select those persons to participate in the telecommuting program, and determine the parameters of the program. All employees will be deemed eligible to participate in telecommuting unless management determines that the individual employee cannot effectively telecommute because of his/her skills, experience or prior performance. It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either management or the participating employee.

Alternate Work Schedules - General

Any Social Worker, Social Worker Trainee who has completed his or her probation period as a Social Worker Trainee, or Appeals Hearing Specialist may request to work a 9/80 or 4/40 work schedule. Any GAIN Services Worker or GAIN Services Coordinator may request to work a 9/80 work schedule. Should management determine that such a schedule is compatible with work requirements, management will select those employees to participate in such alternative schedule and will determine the beginning and ending times of the work shift, including the lunch period. If the lunch period creates a hardship which prevents an employee from working an alternate work schedule, the employee may submit a written request for an exemption which management will consider.

IHSS and ASH Telecommuting

It is Management's intent to continue the following IHSS and ASH Telecommuting Schedule:

All eligible employees will be allowed to telecommute two days per week as long as this schedule, in combination with alternate work schedules, does not take the employee out of the office more than two (2) work days per week.

IHSS 9/80

It is Management's intent to continue the following IHSS 9/80 Schedule:

All IHSS employees who volunteer shall be allowed to participate in a 9/80 schedule unless Management determines that the individual employee could not effectively participate in a 9/80 schedule because of prior performance.

APS Telecommuting

The telecommuting agreement signed March 4, 1991 is incorporated into this Article except for paragraph 2C.

APS 9/80

The 9/80 agreement signed March 4, 1991 is incorporated into this Article.

ASH 9/80

It is Management's intent to continue the following ASH 9/80 schedule:

A 9/80 work schedule will be implemented in ASH. All employees who volunteer shall be allowed to participate in a 9/80 schedule unless management determines that the individual employee cannot effectively participate because of prior performance. In addition, ASH management

may set limits on the number of employees who participate in a 9/80 schedule based on operational needs.

GAIN 9/80

GAIN Services Workers and GAIN Services Coordinators who volunteer shall be allowed to participate in a 9/80 work schedule unless management determines that the individual employee cannot effectively participate in a 9/80 work schedule because of prior performance.

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.

Section 6. Adult Protective Services Emergency Roll Outs

The parties agree that the parameters of the Adult Protective Services Emergency Roll Out program will be as provided in the Program memo dated June 1, 2000.

The parties agree to continue to meet and confer regularly regarding work schedules and staffing of Adult Protective Services Social Workers required to roll out after hours on an emergency basis.

ARTICLE 17 CONSULTATION AND TRAINING

The parties agree to meet and consult on staffing, training, and classification specifications in an effort to seek mutual agreement in conformity with the provisions of Section 6(a) of the Employee Relations Ordinance.

Management recognizes the advantages of training for employees in this bargaining unit and may approve employee requests for participation in available work-related educational programs, seminars and professional conferences, on County time.

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.

The parties agree that the County will conduct a classification study of positions currently allocated to the class of GAIN Services Worker-.

ARTICLE 18 CASELOADS--DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND COMMUNITY AND SENIOR SERVICES

Section 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 permanently 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

- A. It is the intent of Management to:
1. Fill vacant budgeted positions provided that adequate Federal/State funding is available and, in DPSS only, to fill behind approved medical and unpaid educational leaves in excess of thirty (30) days.

2. Assign caseloads equitably so that a Social Worker, -GSW, or Appeals Hearing Specialist will not have a significantly higher caseload than other Social Workers, GSW's, or Appeals Hearing Specialists performing similar tasks.
- B. In an effort to equitably distribute caseloads, Management will adjust Departmental staffing imbalances. When an employee believes that the caseload assigned by his immediate supervisor requires a work effort that the employee cannot attain or maintain, the employee may:
1. File a grievance requesting that his/her caseload be reduced,
 2. Refer his/her caseload complaint to the Caseload Committee.

Prior to filing a caseload grievance or referring the complaint to the Caseload Committee, the employee will discuss the complaint with his Office Head Agent (Human Services Administrator I) in an attempt to resolve the dispute.

An employee desiring the Caseload Committee to review a caseload complaint must direct a letter to the Head, Employee Relations, or the Personnel Officer in CSS, with copies to the Union and the Human Services Administrator III or Section Chief in CSS fully describing the complaint. Such a letter shall be filed within ten (10) business days from the occurrence of the matter on which a

violation is made or within ten (10) business days from his knowledge of such occurrence.

It is understood that employees may not have caseload complaints referred to the Caseload Committee and also process the complaint through Article 29, Grievance Procedure.

Section 3.

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 limited Management's authority to determine the priorities of an employee's case tasks.

During the term of this agreement, should yardstick studies be completed which reveal that the numbers listed in this Section are too high, they will automatically be adjusted downward to reflect the new yardsticks.

<u>Category</u>	<u>Monthly Maximum for Discipline Purposes</u>
In Home Support Services- Intake	31
In Home Support Services-Approved	249
Out of Home Care	139
Adult Protective Services-Referrals (Field Operations)	15
Adult Protective Services-Referrals (Civic Center Homeless Project)	30
Appeals - Regular	21

In addition, it is the intent of Department of Public Social Services management to maintain stable caseloads for GSW's and SSI Advocates. Also, in lieu of a monthly maximum for discipline purposes for GSW's and SSI Advocates, 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 against such GSW's or SSI Advocates. Nothing herein shall be construed to limit management's authority to determine the priorities of an employee's case tasks.

It is management's intent to evaluate the feasibility of adjusting the IHSS numbers listed in this section and the corresponding yardsticks should substantial IHSS funding become available during the term of this agreement.

Section 4. External Change

When changes in caseload or 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 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 5. Internal Change

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. When changes in caseload or major changes in workload result from such studies, Management will notify the Union of the results of such studies prior to implementing the change. 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.

The Union may request a review of the raw data resulting from the study within 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.

Section 6. Caseload Committee

Five committees (IHSS, -GSW, APS -, ASH and SSI Advocate) composed of representatives from departmental management from each department and employees selected by the Union from the Social Worker and GAIN classifications in each department shall be established with the effective date of this agreement. The purpose of each committee shall be to meet and discuss staffing imbalances, caseload problems and program changes for the purpose of resolving problems.

Each Caseload Committee shall consist of five (5) members representing departmental management, five (5) Social Workers, five (5) GSW's and GAIN Coordinators, or five (5) Appeals Hearing Specialists representing the Unit, and one (1) Union official. Others may participate upon mutual agreement. Meetings will be held on a monthly basis at the Union's request. Any proposals agreed to during such meetings will be recommended to top management for implementation by the Head, Employee Relations, PSS, or the Program Manager, Aging and Adult Services, CSS.

The Union will make every reasonable effort to provide to management an agenda at least 5 business days prior to each meeting. The Union may raise additional issues

which arise after submission of the agenda at the time of the meeting. Issues which relate to an individual office will be discussed with the responsible office head before being brought to the Committee.

Section 7. Specialization

When Management assigns caseloads resulting from the specialization of an intake or approved function of a category listed, or when Management assigns caseloads resulting from combinations of the intake or approved functions of categories listed, Management will adjust an employee's caseload to maintain an equitable workload relative to the workload of those employees assigned to an intake or approved function of related categories listed.

Section 8.

It is the intent of Management not to replace IHSS Social Worker positions with positions in other classifications.

Section 9.

In addition, the parties agree to establish a Community Worker workload review committee. This committee shall meet no more frequently than quarterly and will consist of six (6) members of Management and six (6) employees from the Community Worker series. The purpose of this committee is to discuss and endeavor to reach agreement on such workload issues as assignment imbalances and related considerations. Others may attend upon mutual agreement.

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 vehicles for transportation to work location.

Management shall meet and 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. By mutual agreement, the parties will determine a reasonable number of employees to be on an employee organization leave at any given time from any given department.

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 STUDY

Section 1. Definition and Authority

For the purpose of this Article, a classification study is a study by the Director of Personnel or by the 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.

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 his request is justified, the employee has the right to resubmit the request to his/her department, which shall in turn schedule, and conduct a classification study as defined by the Director of Personnel.

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 POSTING OF NOTICES

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

ARTICLE 24 REPRESENTATION IN COURT

Upon request of an 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 25 AFFIRMATIVE ACTION

The departments affected by this Unit agree that Management shall convene a departmental Affirmative Action Committee for each department in this Unit, composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the department). All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

ARTICLE 26 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

Section 1.

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 ten (10) business days.

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

Section 2. 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:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et. seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) 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.

Section 3. 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 alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or 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.

Section 4. Civil Service Rules

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

Section 5. 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 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A. Contracts do not include Proposition A. contract renewals, extensions or rebids of existing Proposition A. contracts.

Section 6. 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 27 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 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 position.

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 28 TRANSFERSSection 1. Definitions - DPSS and CSS

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 miles from the parent office.

Section 2. Transfer - DPSS

An employee who desires a transfer from one office to another shall submit a written request in triplicate to the Office Head indicating the office to which the transfer is desired. The employee's current Office Head shall approve or deny the transfer request in writing within ten (10) business days from receipt of such request. If approved, the Office Head shall indicate such approval, sign, and return the request to the employee. If denied, the Office Head shall give the employee the reason. Whether approved or denied, copies of the transfer request shall be sent to the Office Head where the transfer is desired and to the Division Chief who will acknowledge receipt in writing upon request.

All transfer requests shall be considered for one year from the date of filing.

As openings occur, regional management shall review transfer requests on file on a monthly basis and shall consider filling vacancies by effecting transfers before filling vacancies by hiring or promotion from eligible lists. Management shall use the following criteria in considering filling vacancies:

- Seniority defined as Continuous County Service
- Travel distance
- Hardship
- Skills

Section 3. Involuntary Transfers - DPSS

The provisions of Department of Public Social Services Personnel Manual Section 11915 through 11918 shall be applied and incorporated into this article. Employees will not be automatically exempted from transfer due to hardship.

Within the Appeals and State Hearings Section only, involuntary reassignment from one assignment group to another shall be governed by the provisions of this section. The provisions of Section 6, Stewards, do not apply to involuntary transfers in the Appeals and State Hearings Section where the transferred steward remains in the same office.

Section 4. Service Needs - DPSS

During emergencies or when vacancies occur as a result of opening new facilities, significant program changes or unusual caseload changes the provision of this article shall be applied only to the degree practicable. Emergency transfers shall not extend beyond the period of such emergency.

Section 5. DPSS

Each November and May during the term of this Agreement departmental management will review transfer requests on file and make an effort to effect transfers of employees based on the desires of employees and the needs of the service. Such review will give prime consideration to possible transfers where employees mutually desire to exchange job assignments.

Section 6. Stewards - DPSS and CSS

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.

Section 7. CSS

An employee who wishes to transfer to another office within CSS shall submit a request in writing to the Human Services Administrator I responsible for the facility where the employee is currently assigned. CSS management will evaluate the request based on service requirements and operational needs, and notify the employee of its decision.

CSS management will keep such transfer requests on file for the balance of the calendar year in which it is submitted. As vacancies occur, CSS management will review requests on file, and consider filling such vacancies from the transfer requests. If a transfer request is not granted by the end of the calendar year, management will return the expired request to the employee.

If transfers are necessary to correct staffing imbalances, CSS management will transfer the employee in the office with a surplus who has the least County-wide seniority, unless legitimate operational needs require otherwise.

Section 8. Departments of Mental Health and Health Services

An employee who wishes to transfer from one location to another shall submit a written request to the personnel officer. Management will evaluate the request and effect transfers based on the operational needs of the department. Transfers will remain on file for a period of six months.

ARTICLE 29 GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

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

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the 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 an employee, discuss the employee's complaint with him at a mutually satisfactory time.

2. Departmental management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his grievance to the proper agency or authority.
3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) grieved, the article(s) violated and the specific remedy requested.

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 represent 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 10 business days from the occurrence of the matter on which a complaint is based, or within 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 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 employees. 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 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 forth the issue(s) to be determined, which shall be submitted to the arbitrator. In the event the County and the union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
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 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.

ARTICLE 30 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 535 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 Local 535 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 535 may request in writing that a meeting to 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 five (5) 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, Local 535 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 29, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 29, 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 29 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the right 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 procedure set forth in Article 29 hereof.

ARTICLE 31 EXPEDITED ARBITRATION

1. This procedure is an alternative procedure and does not supersede the provisions of Article 29, 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 29, 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 conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel and 3) there will be no post hearing briefs.

4. The arbitrator selected shall hear the grievance(s) within 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 32 LOCAL 535 REPRESENTATION

Section 1.

Departmental management will recognize employees designated by Local 535 as representatives only upon receipt of a written list of 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 location 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 location 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 33 STRIKES AND LOCKOUTS

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

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

ARTICLE 34 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 Local 535 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 35 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 Local 535 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 Local 535 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 Local 535 of such changes as soon as practicable.

Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

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

Section 5.

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

ARTICLE 36 AUTHORIZED AGENTS

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

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

- B. Local 535's principal authorized agent shall be the Executive Director of Local 535 or his duly authorized representative (Address: 309 S. Raymond Avenue, Pasadena, California 91105, Telephone: (626) 796-0051).

ARTICLE 37 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 38 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 39 REFERENCE MATERIALS

Management will determine and maintain in each CHDP, and Department of Public Social Services work location, those materials and publications which will aid employees in performing their assigned duties, including but not limited to the following reference materials and publications:

Each Adult Services Work Location

Index of Welfare and Institution Code

Physicians/Pharmacist Medical Formula (If at no cost to County)

Physician's Desk Reference

Diagnostic and Statistical Manual IV: complete edition for each office;
handbook edition for each worker

Medical Dictionary

Current edition of Los Angeles County Social Services Resource Directory, "People Who Can Help.

Each Adult Services and Appeals Work Location

County Telephone Directory - one for each unit

GAIN

ASH Roster - one per unit

BCW Line Office rosters - one per unit

County telephone directory - one per unit

DPSS Personnel Manual - one per office, centrally located

Each Appeals Work Location

Welfare and Institution Code

Each Appeals Work Unit

Required Copies of State Manuals

Luggage carts to be provided for each AHS for use while assigned to the Appeals and State Hearings Section.

Calculator (with tape) for each Appeals Hearing Specialist

Each CHDP Worker Location

County Telephone Directory

For each worker in the Community Worker series who dispenses medication to homeless TB patients, a letter from management which authorizes the worker to carry and dispense such medication.

Physicians Desk Reference

Each Community Worker As Determined By The Department

Los Angeles County Social Services Resource Directory, "People Who Can Help".

Diagnostic and Statistical Manual (Soft Edition)

All Mileage Permittees

Upon request of any mileage permittee, the County will provide one edition of the Los Angeles County Thomas Guide during the term of this agreement. The permittee

shall return the Thomas Guide to the department upon leaving the department or leaving the assignment requiring the use of the Thomas Guide.

The provisions of this Article will be applied to the extent that management determines that funds permit purchase of said reference materials and that they are available.

ARTICLE 40 EMPLOYEE IDENTIFICATION

Management agrees to provide each Social Worker, GAIN Services Worker, and Appeals Hearing Specialist with personalized business cards and formal identification upon request. The personalized business cards shall include the employee's telephone number. Employees in the classification of "Social Worker" who have been employed in that classification and/or its predecessor classification "Social Worker III" for 10 or more years, shall be issued personalized business cards with the operational title "Senior Social Worker" and shall be referred to as "Senior Social Worker." Nothing in this Article shall be construed to mean that a new classification is established.

Management agrees to provide, upon request, to each Social Worker, GAIN Services Worker, and Appeals Hearing Specialist required to perform field work, a parking placard to be used while on County business. Nothing in this article shall be construed to mean that the provision of the parking placard conveys free parking or special parking privileges.

ARTICLE 41 AGENCY SHOP

Section 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 bonafide 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

It is mutually agreed by the parties that if the agency shop provisions in this Memorandum of Understanding - 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 27, Payroll Deductions and Dues, Section 1 of this Article shall prevail.

Any employee 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 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 canceled. The Union will

provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. There can only be a maximum of one election during the term of this agreement.

Section 5. Union Responsibilities

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 applicable of the provisions of this Article.

ARTICLE 42 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance (subsection 5.04.090 (A)) on re-engineering and welfare reform. At the request of either party, Management and Local 535 agree to meet and confer on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within the Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 43 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution procedure and does not supersede the provisions of Article 29, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 29, 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 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 43 shall not be subject to arbitration.

ARTICLE 44 MEAL REIMBURSEMENTDCFS and CSS

DCFS and CSS will provide Social Workers and Community Workers with food vouchers/coupons to provide meals to clients. Social Workers and Community Workers shall submit a receipt to obtain reimbursement for meals purchased.

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

- Breakfast \$4.00
- Lunch \$5.00
- Dinner \$6.00

711AM

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

SOCIAL SERVICES UNION
LOCAL 535, SEIU, AFL-CIO

By *Luz Irwin*

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By *Paul [Signature]*
Chief Administrative Officer

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 29th 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 II's 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.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM 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. 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 3.

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 ERRORS

A. 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 SCHEDULESSection 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 reprimands, 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 SHOP

Section 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 authorized 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

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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 29th 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 "Local 535"
or "Union")

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ARTICLE 1 PURPOSE

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

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 Los Angeles County Employees Association, Local 660 and Social Services Union, Local 535, was certified on May 26, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Supervisory Social Services Employees Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. On June 21, 1991, the County's Employee Relations Commission divided the Unit into two (2) separate bargaining units (Um 3-91), and on July 19, 1991, the Commission amended this certification and certified the Social Services Union, Local 535 as the majority representative of this unit. Management hereby recognizes SEIU, Local 535 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 the 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 SEIU, Local 535 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 the Union 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 Board approval date. 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 12:01 a.m. on October 1, 2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2006.

ARTICLE 6 RENEGOTIATION

Section 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 June 18, 2006. Negotiations shall begin no later than July 5, 2006. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2006 an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

Section 2. Supervising Children Social Workers

The parties agree that Supervising Children's Social Workers will participate in the Labor/Management Interest-based Caseload/Workload Facilitation as set forth in Section 3 of Article 18 of the Children's Social Worker MOU (#723).

Section 3. Market Based Recruitment and Retention Adjustments

Section 4. Re-opener/Social Services Supervisors and Gain Services Supervisors

The parties agree that Social Services Supervisors and Gain Services Supervisors will participate in re-opener negotiations as set forth in Article 6 of the Social Workers MOU (#711).

ARTICLE 7 SALARIESGENERAL SALARY MOVEMENT CONTINGENT UPON FISCAL CRISIS LANGUAGE

FISCAL YEAR 2003-04	SALARY FREEZE
Effective 10/01/04	2.5% (10 levels)
Effective 10/01/05	2.5% (10 levels)

Section 1. Recommended Salary Adjustments

1. Effective July 1, 1994, the period of time required for advancement from step 5 to step 6 shall be reduced from 24 months to 12 months for all classes which require 24 months for such advancement prior to July 1, 1994. Each employee who has been at step 5 of the employee's range for at least 12 months shall be advanced to step 6, on July 1, 1994 and a new step anniversary date will be established.

2. a. Effective July 1, 1994, the parties agree to add a sixth step to the salary range for Supervising Children's Social Worker (Item Number 9074). This sixth step shall be two standard salary schedules (approximately 5-1/2%) above the fifth step. Employees will be eligible for advancement to step 6 after serving 12 months at step 5. Each employee who has been at step 5 for at least 12 months shall be advanced to step 6 on July 1, 1994. Effective October 1, 1995, the parties agree to add a seventh step to the salary range for Supervising Children's Social Worker. This seventh step shall be two standard salary schedules (approximately 5-1/2%) above the sixth step. Employees will be eligible for advancement to the seventh step after serving 12 months at the sixth step.

b. Effective 10/1/95, advancement to Steps 6 and 7 for employees in the class of Supervising Children's Social Worker shall require completion of 16 hours of certified in-service training during the preceding 12 months, subject to the following conditions:

- 1) Management shall offer sufficient in-service training opportunities for Supervising Children's Social Workers to complete the training necessary to move to Steps 6 and 7.
- 2) Management shall offer a significant portion of this training at locations within each region where Supervising Children's Social Workers 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.

3. Effective October 1, 1995, the salary for Supervising Children's Social Worker will be increased by 2.25% (9 levels) provided that the 1995-96 Child Welfare Services (CWS) allocation to Los Angeles County (total Federal, State, and County dollars) is no less than the 1994-95 CWS allocation to Los Angeles County.
4. Effective July 1, 1994, the parties agree to add a seventh step to the salary range for each classification in this unit except Supervising Children's Social Worker. This seventh step shall be two standard salary schedules (approximately 5-1/2%) above the sixth step for each classification. Employees will be eligible for advancement to the seventh step after serving 12 months at sixth step.
5. Effective October 1, 1995, the parties agree to add an eighth step to the salary range for each classification in this unit except Supervising Children's Social Worker. This eighth step shall be two standard salary schedules (approximately 5-1/2%) above the seventh step for each classification. Employees will be eligible for advancement to the eighth step after serving 12 months at seventh step.
6. Effective July 1, 1994 any GAIN Services Supervisor (Item Number 9166) who is employed in that class on June 30, 1994, and who possesses a bachelor's degree from an accredited college or university shall receive an increase of two additional steps (approximately 11%) or be advanced to the top of the range, whichever is less. Such action will not set a new step anniversary date. Employees appointed to GAIN Services Supervisor on or after July 1, 1994, shall not receive the two additional steps for possessing a Bachelor's Degree.

Effective July 1, 1994, those GAIN Services Supervisors whose initial salary upon appointment to their County position fell between two standard salary steps shall be advanced to the next higher step. Such placement will not affect the employee's step anniversary date.

7. General Salary Movement and Financial Crisis

- a. The parties also jointly agree to recommend to the County's Board of Supervisors, subject to the Board's Declaration of a Financial Crisis as defined in 7(b) 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.

- b. 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, #7(b) 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 local on-going revenues, significant state or federal reductions 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, #7(a) 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 Article 7, #7(b) shall terminate on September 30, 2006.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9166	GAIN SERVICES SUPERVISOR	CURRENT	NR	74J	3186.82	4644.91
		10/01/2004	NR	75H	3265.36	4761.09
		10/01/2005	NR	76G	3346.09	4880.00
9058	SOCIAL SERVICES SUPERVISOR	CURRENT	NR	74J	3186.82	4644.91
		10/01/2004	NR	75H	3265.36	4761.09
		10/01/2005	NR	76G	3346.09	4880.00
9011	SUPVG APPEALS HEARING SPECIALIST	CURRENT	NR	77B	3395.27	4952.36
		10/01/2004	NR	78A	3478.00	5076.00
		10/01/2005	NR	78L	3564.36	5203.27
9074	SUPVG CHILDREN'S SOCIAL WORKER	CURRENT	N3R	84F	4610.82	6047.55
		10/01/2004	N3R	85E	4725.91	6198.45
		10/01/2005	N3R	86D	4844.00	6353.18

Section 2. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one

month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department 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 Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

All employees appointed to Supervising Children's Social Worker on or after July 1, 1981, who possess a Master's Degree in Social Work, or a Master's Degree in family or psychological counseling or psychology from an accredited college or university shall be placed no lower than step 3.

Persons currently employed as a Supervising Children's Social Worker who, on July 1, 1981, possess a Master's Degree in a field described in the paragraph above, shall be moved to the third step of the salary range, if such employee is on the first or second step of the salary range. Also, any person employed as a Supervising Children's Social Worker who earns a Master's Degree in a field described above, shall be moved to the third step of the salary range, effective on the first day of the month after the attainment of such degree.

Section 4.

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

Section 5.

Between March 1, 2000 and February 28, 2003, if any non-safety bargaining unit receives Base Salary General Movement in an amount greater than that provided above (9% excluding e.g. market based recruitment and retention adjustments, special bonuses, shift differentials, etc.) then the base salary general movement for employees covered by this MOU will be increased accordingly.

ARTICLE 8 OVERTIME

Section 1. Compensation

For all employees in this 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, vacation pay, and holidays. 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 (1½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

For employees in DCFS and CSS, an employee may elect compensatory time off, in lieu of pay, at a rate of one and one-half (1½) 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 For DCFS and CSS Employees Only

- 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. The employee may accumulate compensatory time off. With prior approval of departmental Management, 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 total accumulated compensatory time. Compensatory time not used within the above period (and recorded at time and one-half) shall be paid to the employee at the straight time rate rather than lost.

Section 3.

Notwithstanding any other provisions of this Memorandum of Understanding:

- A. The following provisions shall continue to apply to all overtime accumulated between October 1, 1993, and June 30, 1994, and compensated with compensatory time off (CTO).
- (1) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books".

- (2) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.
- B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.
- C. 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.
- D. CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

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 PRACTICES

Section 1. Shift Differential

Effective with the implementation of this MOU, evening shift employees shall receive a premium as follows: Supervising Children's Social Worker, and Social Services Supervisors \$0.90 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.; Effective July 1, 1992, the rate for Supervising Children's Social Worker will be \$1.00 per hour.

Effective with the implementation of this MOU, night shift employees shall receive a premium as follows: Supervising Children's Social Worker and Social Services Supervisor \$0.90 per hour. The night shift is a shift at least five eighths of which falls between the hours 9:00 p.m. and 8:00 a.m.; Effective July 1, 1992, the rate for Supervising Children's Social Worker will be \$1.00 per hour.

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

Effective July 1, 2000, employees required by Management to remain available to work, at any time during specified hours outside their normal working hours are eligible to receive \$1.00 per hour while on stand-by but not more than \$200.00 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.

Effective July 1, 2000, Social Services Supervisors assigned by Management to the APS Program to remain available to work, at any time during specified hours outside their normal working hours are eligible to receive \$2.00 per hour while on stand-by but not more

than \$300.00 per month. The additional standby pay provided to Social Services Supervisors assigned to the APS program will terminate February 28, 2003.

Section 4. Superior-Subordinate Pay

The Chief Administrative Officer will authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his highest paid subordinate when the qualifying conditions are met as provided by Section 6.10.070 of the Los Angeles County Code.

Section 5. Bilingual Pay - DCFS

Effective October 1, 1992, each Supervising Children's Social Worker who is certified by the County as proficient in a language other than English, and who has predominantly certified bilingual workers in their unit, shall receive an additional bonus of \$70 per month. This is in addition to any bilingual bonus monies agreed to in the Fringe Benefits MOU.

Management shall make every effort to assign certified bilingual workers to SCSW's who are certified in that language.

Section 6. Special Bonus - Adult Protective Services Roll Out Program

Effective July 1, 2000, any Adult Protective Services Supervisor assigned by Management to the Adult Protective Services Roll Out Program on an Evening or Night shift will receive \$75.00 per pay period (\$150.00 monthly). This bonus will terminate February 28, 2003.

Section 7. Adult Protective Services - After Hours Duty

Whenever a Social Services Supervisor assigned to the Adult Protective Services Program is ordered by his/her Department Head or designated Management representative to work (directing/supervising adult protective services staff performing after hours work) following the termination of his/her normal work shift and departure from his/her work location as a result of the APS Program, 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. Social Service Supervisors who work in excess of four hours following their regularly scheduled shift will be compensated for in accordance with the provisions of Section 1 of Article 8, Overtime.

No additional compensation shall be paid until four hours have been worked by the Social Services Supervisor following their regularly scheduled shift, (i.e., there shall be no pyramiding of time worked for overtime payments during the first four hours of work).

The provisions of Section 6 shall only apply to Social Services Supervisors assigned to the Adult Protective Services Roll Out Program (APS).

Section 8. 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 and approved by the Department Head or designated management representative and approved by the Chief Administrative Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within ten (10) business days of the receipt of request of the approval or denial of the additional responsibilities bonus.

To qualify for this additional compensation, a full time, permanent employee must either perform all the significant duties of a higher level class for which there is no vacant funded position (in which case, the bonus shall be the lesser of two standard salary schedules or the difference between the two classes) or be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation.

The 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.

Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 20 for the same assignment.

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

ARTICLE 11 STRIKES AND LOCKOUTS

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

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

ARTICLE 12 EMPLOYEE PAYCHECK ERRORS

A. 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 13 BULLETIN BOARDS

Management will furnish bulletin board space for Local 535, the size and location to be determined by departmental management and the Union.

The boards shall be used only for the following subjects:

- A. Local 535 recreational, social and related news bulletins;
- B. Scheduled Local 535 meetings;
- C. Information concerning Local 535 elections or the results thereof;
- D. Reports of official business of Local 535, 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 Local 535 and the applicable department or district head. Bulletins requiring approval shall be acted upon within one (1) normal working day.

In cases where Local 535, 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 Local 535 at that work location.

ARTICLE 14 HEALTH AND SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment.

Local 535 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 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, Local 535 may consult with the Chief of Disability Benefits, Health and Safety of the Chief Administrative Office or his designate. A representative of such branch shall respond to the department head and Local 535 within ten (10) days.

If Local 535 is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article 30.

During such ten (10) days, consultation between the department head and Local 535 will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and Local 535 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. DCFS

- A. The parties agree to maintain, in conjunction with Unit 723, a Joint Departmental Union-Management Committee to develop recommendations on health and safety matters for employees in this bargaining unit. The committee may recommend training programs such as first aid, CPR training, self defense, and street smarts. The committee will also 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 these training programs will be determined by the Joint Union-Management Committee which will make recommendations for implementation to the department head. The

committee will meet monthly and shall consist of four Union and four management representatives.

- B. 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.

- C. The parties agree to form or maintain, in conjunction with Unit 723, 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 management representatives and three (3) employee representatives from a certified employee organization.

The committee 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 the 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.

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

Section 5. Security Needs Assessment

The Departments of Public Social Services and Community and Senior Services agrees to request that the Office of Security Management and Chief Administrative Office conduct a security needs assessment of those facilities that do not currently have security guards. Based on available funding, it is management's intent to comply with recommendations of the Office of Security Management.

ARTICLE 15 WORK SCHEDULEPurpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in the Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two fifteen (15) minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations.

B. Work Shifts

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

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Alternative Work Schedules & Telecommuting - Children and Family Services

1. 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 9/80 and/or 4/40 as well as a standard 5/40 shift. Management shall not be required to offer 9/80 or 4/40 to residential treatment employees at MacLaren Children's Center. Management shall offer telecommuting to members of this bargaining unit on an as-needed basis determined by the office administrator which will include at least one day per month. Participation in telecommuting, 9/80 or 4/40 shall be strictly voluntary. The parties agree that staffing requirements at the Juvenile Court Services may impact the parameters of an alternative work schedule.

2. Alternative Work Schedules and Telecommuting - CSS

APS Telecommuting

The telecommuting agreement signed March 4, 1991 is incorporated into this Article except for paragraph 2C. Paragraph 2C shall be replaced with the following:

Sixty days after the implementation of centralized intake, management and the Union will meet and consult to examine the feasibility of expanding the number of days an APS Social Worker may telecommute and the possibility that APS Social Workers could simultaneously telecommute and work a 9/80 schedule.

CSS: Adult Protective Services 9/80

The 9/80 agreement signed March 4, 1991 is incorporated into this Article.

3. DPSS - Telecommuting and Alternate Work Schedules - General

Any IHSS supervisor may request to telecommute and participate in alternative work schedules which consist of a 9/80 or 4/40 work schedule. Supervising Appeals Hearing Specialists may request to participate in an alternate work schedule. GAIN Services Supervisors may request to work a 9/80 work schedule. Management will select those persons to participate in telecommuting and alternate work schedules, and determine the parameters.

Management shall allow IHSS supervisors to telecommute at least one day per month. Participation in telecommuting shall not preclude participation in an alternate work schedule. It is agreed that telecommuting and/or alternate work schedules is a voluntary program and participation can be terminated at any time by either management or the participating employee.

IHSS 9/80/4/40

All IHSS employees who volunteer shall be allowed to participate in a 9/80 or 4/40 schedule unless Management determines that the individual employee could not effectively participate in a 9/80 schedule because of prior performance.

GAIN 9/80/4/40

GAIN Services Supervisors who volunteer shall be allowed to participate in a 9/80 or 4/40 work schedule unless management determines that the individual employee cannot effectively participate in a 9/80 or 4/40 work schedule because of prior performance.

ASH 9/80/4/40

Employees who volunteer shall be allowed to participate in a 9/80 or 4/40 schedule unless management determines that the individual employee cannot effectively participate because of prior performance. In addition, ASH management may set limits on the number of employees who participate in a 9/80 or 4/40 schedule, based on operational needs.

E. 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.

- F. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

Adult Protective Services Emergency Roll Outs

The parties agree that the parameters of the Adult Protective Services emergency roll out program will be as provided in the Program Memo dated June 1, 2000.

Effective July 1, 2000, - February 28, 2003, the parties agree to meet and consult regularly regarding work schedules and staffing of Adult Protective Services Social Services Supervisors that supervise Social Workers assigned to the Adult Protective Services Emergency Roll Out Program.

ARTICLE 16 CONSULTATION AND TRAINING

Section 1. Consultation

The parties agree to meet and consult on training, staffing and task and standards in conforming with the provision of the Employee Relations Ordinance, or the County Code.

Management agrees to meet, upon request, with Local 535 on items which could result in the erosion of this bargaining unit because of the establishment of a new class or classes.

It is Management's intent to provide Local 535 with at least ten (10) business days notice prior to effecting a change in a class specification.

Section 2. Training

Management recognizes the advantages of training for employees and may approve employee requests for participation in available work-related educational programs, seminars and professional conferences on County time.

If paid County time is available, Management will distribute as equitably as possible among all employees in the same job assignment to attend conferences, workshops, seminars, or symposiums.

Management will consider granting unpaid leaves to employees pursuing Masters Degrees in Social Work, Marriage and Family Therapy, Psychology, or other related field as deemed by Management to be in the best interest of the Department.

Where paid leave time is not available to such employees may attend a work-related program subject to departmental approval. The employee may (a) use accrued leave time or (b) use up to two days of leave without pay per fiscal year for such attendance.

With prior approval from the Office Head employees may engage in job activities directly related to their assignment which will enhance their professional skills and knowledge. Such activities shall not be in conflict with their assignment.

Section 3. Considerations

The provisions of this Article are subject to budget and staffing considerations.

Section 4.

In the event that Management determines that telephone pagers are required by employees, Management will consult with the Union prior to implementation.

Section 5.

The Department of Public Social Services, Community and Senior Services and the Department of Children and Family Services management will make every reasonable effort to insure the availability of in-service training in areas that relate to the function of the jobs covered by this Memorandum of Understanding. Training may include, but is not limited to AIDS, Elder Abuse, Child Abuse, Stress Management, Mental Health, Perinatal Substance Abuse and job development/placement.

The union reserves the right to address the issue of appropriate training for supervisors at the union-management caseload committees established in Unit 723 and Unit 711 Memoranda of Understanding.

Section 6.

Three (3) SCSW's shall participate in the Joint Labor/Management Committee defined in Article -18, Caseloads, Section 3 in the Children's Social Workers MOU (#723).

Section 7.

Upon receipt of notice, the Departments shall post in all offices a notice of the date and other details of any conferences and symposium.

Section 8. Licensure - DCFS

All Supervising Children's Social Workers 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, SCSW's will be allowed up to four hours per week County time to employees receiving supervision in their own offices.

Employees who receive or provide licensure supervision shall not have any corresponding reduction in supervisory ratio.

Management shall make every reasonable effort to allow SCSW's who are eligible to provide licensure supervision to employees to meet licensing requirements. Management

will work with NASW and other agencies toward recruiting volunteers to provide licensure supervision. Management will work with NASW toward establishment of a review and preparation course to assist staff in preparing for licensure exams.

Effective October 1, 1998, employees who provide licensure supervision for one or more CSW's or SCSW's 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 CSW's and SCSW's providing licensure supervision shall be \$135,000.00 in each of the following Fiscal Years: Fiscal Year 2004-2005; Fiscal Year 2005-2006; Fiscal Year 2006-2007.

Section 9.

Effective July 1, 1998, the Department of Children and Family Services will apply its policy on CSW self directed training to supervising Children's Social Workers. (\$300.00 per SCSW for each Fiscal Year of the contract). The allocation of funds, if any, for CSW and SCSW self direct training in subsequent fiscal years after 2000-2001 will depend solely on management's discretion based on departmental fiscal and budgetary constraints.

ARTICLE 17 CASELOADSSection 1.

The following yardsticks remain in effect until the termination of this Memorandum of Understanding as stated in Article 5, Term:

Supervising Children's Social Worker*	9:1**
F M & R Program	8:1**
ER Program	8:1**
Court Liaison F M & R	11:1**
Child Welfare Services	8:1**
(FM & R and PP consolidation)	
Adoptions	-8:1**
Social Services Supervisor	9:1**
Gain Services Supervisor	7:1**
Supervising Appeals Hearing Spec.	5:1

The parties agree that staffing will be based on the above yardsticks to the degree practicable, subject to available funding.

*It is DCFS management's intent to assign Children's Social Workers to Supervising Children's Social Workers on budgeted ratios approved each year by the Board of Supervisors. In future fiscal years DCFS intends to reduce the supervisory ratios in all programs wherever possible as funding allows. In pursuit of this goal, Supervising Children's Social Worker may be reassigned within and between offices and regions to achieve equitable supervisory ratios.

**Includes one clerk.

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

negative reference on performance evaluations due to inadvertent errors or omissions or due to the employees inability to complete all the tasks associated with the employee's assigned workload, when the supervisor ratio exceeds by one the yardstick listed for a period of 30 consecutive calendar days. Such protection will apply until such time as the supervisor ratio reflects the above yardstick.

When the total caseload of the subordinate staff of a Supervising Children's Social Worker exceeds the program ratio times the monthly maximum caseload for disciplinary purposes as set forth in the Unit 723 Memorandum of Understanding, the provisions of this paragraph shall apply.

Nothing herein shall be construed to limit Management's ability to determine the priorities on an employee's tasks.

Prior to implementation, should Management decide to change yardsticks, Management will notify the Union. If the Union wishes to negotiate with Management regarding the impact of the change on employees affected, the Union shall notify Management's authorized agent within ten (10) working days from the receipt of such notice.

Section 2.

In addition to the provision above when a services unit has more than 3 newly hired probationary staff consisting of either CSW Trainees, CSW I's, CSW II's or SW Trainees the supervisor may request the office head to reduce the assigned number of such workers to 3. The office head will make every effort to reassign the extra staff in the office within 30

days upon written request from the supervisor. Nothing herein shall be construed to preclude the office head from establishing specialized training units comprised of these employees.

Section 3.

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.

Section 4.

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 5. Review and Analysis of Supervisory Ratios

The Department of Children and Family Services in conjunction with the Chief Administrative Office will conduct an analysis and review of the supervisory ratios of Supervising Children's Social Workers. Upon request, the County and SEIU Local 535 will meet and consult regarding the review. The Union may provide the Department and the CAO Bureau of Management and Budget with relevant information regarding SCSW's supervisory ratios.

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

ARTICLE 19 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, up to two (2) employees in the Department of Public Social Services; two (2) employees in Community and Senior Citizens Services; and three (3) employees from Children and Family Services shall be on such leave.

ARTICLE 20 OUT-OF-CLASS ASSIGNMENTSection 1. Definition

- 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 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:

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

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 the 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 21 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this Article, a classification study is a study by the Director of Personnel or by the Personnel Office of the department, 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 processes 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 to 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 the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

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 22 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/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure.

If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this

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

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

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of 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 warning 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 23 POSTING OF NOTICES

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

Notice of DCFS departmental examination 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.

DCFS management decides to create a specialized SCSW assignment in an office, management will post a notice of such position in the office where the position will be located at least five (5) business days prior to the application deadline. Said notice will be placed on the office bulletin boards used for Civil Service examination notices.

DCFS management will provide the Union with copies of the examination notices at the time of posting for classifications in Bargaining Unit #777 including the classification of Supervising Children's Social Worker.

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

ARTICLE 24 LEGAL REPRESENTATION

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 25 AFFIRMATIVE ACTION

Section 1.

DPSS and CSS agree that Management shall convene a Departmental Affirmative Action Committee for each department, composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the department). All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

Section 2.

The Department of Children and Family 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 DCFS Affirmative Action Plan.
2. Consultation with the DCFS representatives responsible for the development of future DCFS Affirmative Action Plans; and

3. Development of a program to promote cultural awareness among DCFS employees with the goal of enhancing communication among DCFS employees and between DCFS employees and their clients.

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

ARTICLE 26CONTRACTING OUT/TRANSFER OF FUNCTIONS AND
ALTERNATIVES TO LAYOFFSSection 1

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 ten (10) business days.

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

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 of 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 alternative placement for employees subject to layoff or demotion due to workforce reductions. Management

shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or 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 27 EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide Local 535 with a list of the names, classification, employee number, rate of pay, work location and continuous service date of all employees in the unit.

Additional lists may be furnished when requested by Local 535 no more than four times a year, it being understood that Local 535 shall pay to County the cost of preparation of such additional lists at the rate to be determined by County's Auditor-Controller within thirty (30) days from the implementation of this Memorandum of Understanding.

Management will make available to each new employee entering the unit a card furnished by Local 535 written as follows:

Local 535 has been certified as your majority representative. Local 535 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join the Union call (626) 796-0051 -OR- see your representative where you work.

SOCIAL SERVICES UNION, LOCAL 535, SEIU, AFL-CIO
309 South Raymond Avenue
Pasadena, California 91105

ARTICLE 28 TRANSFERSSection 1. Voluntary Transfers - DPSS

An employee who desires to effect a transfer from one office to another office within the Department shall submit a typed memo in quadruplicate addressed to the Division/Region Headquarters indicating where he/she desires to transfer for each request. Requests for transfer will only be considered if the employee has at least 12 months of service at the current office as a supervisor and the employee's last rating of performance is competent or better. All copies of the transfer request shall be submitted to his/her current office head. The office head will indicate on the request for transfer the employee's length of service as a supervisor and skills.

The office head will forward the transfer request to the receiving District, with a copy to Division/Region Headquarters and a copy returned to the employee. If the employee does not meet the above transfer criteria, all copies of the transfer request will be returned to the employee with the reason for denial.

Transfer request forwarded to the Division/Region Headquarters will be valid only for the fiscal year in which filed.

During the months of September, December, March, and June, Management will review transfer requests on file and office vacancies and consider transfers of the most senior employees providing skills are not required. In the event an eligible employee is placed on improvement needed, the request becomes invalid.

Employees who have filed for a transfer shall be notified by the department for final confirmation allowing the employee to accept, alter, or withdraw his/her request. An employee who wishes to alter, or withdraw his/her request must respond to management within 5 business days of the notification, or the employee is deemed to have accepted the transfer. Transfers agreed upon by the employee will be effected as expeditiously as possible and will be done prior to any new hiring of supervisors.

Upon an employee's written request, Management will give a written response on the status of a pending transfer request. Such request may not be made more than twice in each fiscal year in which the request was filed.

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.

Section 2. Involuntary Transfers - DPSS

The provisions of Department of Public Social Services Personnel Manual Sections 11915 through 11918 shall be applied and incorporated into this Article. Bilingual employees will not be automatically exempt.

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

Section 3. - DCFS

This section will apply to Department of Children and Family Services employees only. The transfer provisions agreed to by Local 535 and the County in the Child Welfare Worker Unit 723, Memorandum of Understanding, shall apply to the Supervising Children Social Workers in this unit.

Section 4. - CSS

This section shall apply to CSS employees only. The transfer provisions agreed to by Local 535 and the County in the Social Worker, Unit 711, Memorandum of Understanding, shall apply to the supervisors in this unit.

ARTICLE 29 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. Definitions

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

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

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

Section 3. Responsibilities

1. Local 535 agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor, will upon request of an employee, discuss the employees complaint with him/her at a mutually satisfactory time.

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

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

Section 4. Waivers and Time Limits

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

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

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

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with departmental operations.
3. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

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 Local 535 of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Local 535 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 Local 535 representative elects to attend any formal grievance meeting, he/she must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant.

Such witness may attend formal grievance hearings on paid County time.

Section 7. Procedures

Step 1. Supervisor

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

Step 2. Middle Management

- A. Within ten (10) business days from the receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by his/her department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his/her

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

- B. Within ten (10) business days from receipt of the grievance, the middle management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the union representative.

Step 3. Department Head

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

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

Section 8. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the department head or his/her designated representative, the union may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his/her discretion finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator.

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

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, Chief Administrative Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the union within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event the Union desires to request that a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, it shall within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County department head or officer affected, which written request shall:
 - A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

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

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

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

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

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

Recognition	Safety and Health
Purpose	Payroll and Deductions and Dues
Implementation	Employee Organizational Leave
Term	Authorized Agents
Renegotiation	Provision of Law
Non-Discrimination	Personal Appearance

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.

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

ARTICLE 30 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 535 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where Local 535 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 535 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 be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.
- B. Within five (5) business days of such meeting and in the event the matter is not satisfactorily resolved, Local 535 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For the

purpose 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, Management's principal representative(s) shall respond to Local 535, in writing, setting forth Management's decision and reasons therefore.

- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 Article 29, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 29 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedure set forth in Article 29 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 29 hereof.

ARTICLE 31 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/her work location to investigate or process a grievance, the

representative shall report to his/her immediate supervisor and advise him/her of his/her 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 as possible. Upon completion of the investigation or processing of the grievance, the representative will report back to his/her 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/her 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 circumstance 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 32 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 files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of 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. Security Clause

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 September 1, 2005 through September 19, 2005, by notifying the union of their termination of dues deductions. 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 the union from which dues deductions are to be canceled.

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

Section 3. Indemnification Clause

The Union 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 33 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 Local 535 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 34 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 Local 535 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 Employee Relations Ordinance and where Local 535 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 Local 535 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

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

Section 5.

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

ARTICLE 35 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: (213) 974-2404), except where a particular Management Representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

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

ARTICLE 36 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 37 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any County department during the term of this agreement; however, management shall at the earliest time possible meet and confer with the union on the impact of any decision to reorganize when such issues are not covered by Civil Service Rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 38 MEAL REIMBURSEMENT

A. Children and Family Services

When Supervising Children's Social Workers are unable to obtain a meal coupon, management shall reimburse Supervising Children's Social Workers for the purchase of meals for children served by the department.

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

B. Community and Senior Services

Community and Senior Services will provide APS Supervisors with food vouchers/coupons for the purpose of distributing to their workers. These vouchers/coupons will be used to provide meals to clients. Social Services Supervisors shall submit a receipt in order to obtain reimbursement for meals purchased.

C. Children and Family Services/Community and Senior Services

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

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

ARTICLE 39AREFERENCE MATERIAL/DPSS & CSS

Management will determine and maintain those current materials and publications which will aid employees in performing their assigned duties. The following reference materials will be provided:

Adult Services (DPSS & CSS)

County Telephone Directory - at least one per Unit

Thomas Guide - at least one per Unit

Index of Welfare and Institution Code - Each Unit

Physicians/Pharmacist Medi-Cal Formula - at least one per Unit

Compilation of Community Resources - Each Unit

Physicians Desk Reference - at least one per Unit

Meds Manual - One per Unit

Medical Dictionary - One per Unit

Current edition of Los Angeles County Social Services Resource Directory, "People Who Can Help". - One per Unit

Zip Code Directory - One per Unit

LA County Administration Manual - One per Unit

Directory of Prisons of California - One per Unit

DSM - Current Edition - One per Unit

Disaster Plan - One per Unit

Appeals and State Hearings (DPSS)

County Telephone Directory - One per Unit

Welfare and Institution Code - One per Unit

Index of Probate Code - One per Unit

Required copies of State Manuals - One per Unit

GAIN

ASH Roster - One per Unit

BCW Line Offices Roster - One per Unit

County Telephone Book - One per Unit

DPSS Personnel Manual - One per office, centrally located.

People Who Can Help - One per Unit

Disaster Plan - One per Unit

Thomas Guide - One per Unit

Resource Guide - One per Unit

Medical Dictionary - One per Office

DSM Manual (Current Edition) - One per Office

Section 2.

The provisions of this Article will be applied to the extent that Management determines that funds permit purchase of said reference materials.

Section 3.

Prior to separation County service, or transferring from the Department of Public Social Services or Community Services to another department, employees who have received a Thomas Guide Map book, or other hard copy materials, shall return it to the Office Head or responsible management representative.

ARTICLE 39B INTRA-DEPARTMENT WEBSITE/REFERENCE MATERIALS
CHILDREN AND FAMILY SERVICES

Section 1.

During the term of this agreement, management will provide Supervising 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.

Supervising Children Social Workers shall participate in the Joint Labor/Management Committee referred to in Article 30, Section 2 of the Children Social Workers' 2000-2003 Memorandum of Understanding.

Section 3.

Effective with the implementation of this Memorandum of Understanding, Management will obtain and make available hard copies for each district office and Supervising 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)

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 40 EXPEDITED ARBITRATION

1. This procedure is an alternative procedure and does not supersede the provisions of Article 29, 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 29, 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 conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel and 3) there will be no post hearing briefs.

4. The arbitrator selected shall hear the grievance(s) within 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 41 WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on welfare reform. Management agrees to meet and confer with Local 535 on the impact of implementing work rule changes specifically related to welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement if such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications Waiver Article shall not apply to matters subject to welfare reform impact negotiations within the Department of Public Social Services, the Department of Health Services, the Department of Mental Health and the Department of Community and Senior Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County shall also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignment of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 42 EMPLOYEE IDENTIFICATION

Department of Public Social Services management will agree to provide employees in the Department that are covered by this Memorandum of Understanding with business cards and formal identification cards within 90 days of the implementation of this Memorandum of Understanding.

ARTICLE 43 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution procedure and does not supercede the provisions of Article 29, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 29, 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 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.

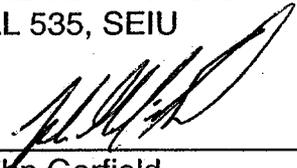
Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

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 43 shall not be subject to arbitration.

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

SOCIAL SERVICES UNION
LOCAL 535, SEIU

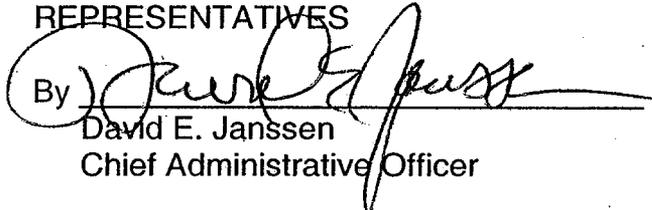
By



John Garfield
Sr. Field Representative

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By



David E. Janssen
Chief Administrative Officer