County of Los Angeles
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DAVID E. JANSSEN
Chief Administrative Officer

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Fifth District

July 13, 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 MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS 323 AND 724 (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 unit:

   - JCIR – Unit 323: Interns and Resident Physicians;
   - AFSCME Local 3511 – Unit 724: Supervising Psychiatric Social Workers;

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The MOUs provide a 2.5% salary adjustment on October 1, 2004, and October 1, 2005, for Bargaining Unit 724, and a 2.5% salary adjustment on January 1, 2005, and January 1, 2006, for Bargaining Unit 323, 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 PROVISIONAL/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

There is no change to current services.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
RA:rld

Attachments

c: County Counsel
Auditor-Controller

MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING INTERNS AND RESIDENT PHYSICIANS EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 13th day of July, 2004,

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

AND — JOINT COUNCIL OF INTERNS AND RESIDENTS, AN AFFILIATE OF THE COMMITTEE OF INTERNS AND RESIDENTS/SEIU, AFL-CIO (AKA INTERNS AND RESIDENTS ASSOCIATION OF LOS ANGELES COUNTY-UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER; INTERNS AND RESIDENTS ASSOCIATION OF THE LOS ANGELES COUNTY HARBOR GENERAL HOSPITAL; THE INTERNS AND RESIDENTS ASSOCIATION OF THE LOS ANGELES COUNTY MARTIN LUTHER KING, JR. HOSPITAL (hereinafter referred to as "JCIR")

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ARTICLE 1 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Joint Council of Interns and Residents, an affiliate of the Committee of Interns and Residents/SEIU, AFL-CIO (a.k.a. Interns and Residents Association of Los Angeles County - University of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor - UCLA Medical Center; Interns and Residents Association of the Los Angeles County Martin Luther King, Jr./Drew Medical Center) was certified on April 4, 1973, by County's Employee Relations Commission (Employee Relations Commission Docket No. R-121-72) as the majority representative of County employees in the Intern and Resident Physicians Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by the Employee Relations Commission.

Management hereby recognizes the Joint Council of Interns and Residents, an affiliate of the Committee of Interns and Residents/SEIU, AFL-CIO (aka Interns and Residents Association of the Los Angeles County-University of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor - UCLA Medical Center; Interns and Residents Association of the Los Angeles County Martin Luther King, Jr./Drew Medical Center) as the certified majority representative of the employees in said Unit.

Section 2. Exclusive Recognition

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

ARTICLE 2 IMPLEMENTATION

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

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

B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, and

C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be null and void.

Implementation shall be effective as of the date approved by the Board of Supervisors.

ARTICLE 3 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2006.

ARTICLE 4 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, the party shall serve upon the other during the period from June 1 through June 15, 2006, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding. Both parties to this Memorandum of Understanding shall provide their full and complete proposals regarding this Memorandum of Understanding to the other no later than July 15, 2006. Negotiations shall commence no later than July 1, 2006.

The parties agree that the terms and conditions of the MOU shall remain in full force and effect until JCIR or Management gives ten days notice of its intention to terminate said MOU at a date after its expiration pursuant to Article 3, "Term."

ARTICLE 5 NON-DISCRIMINATION

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

No Bargaining unit member shall face intimidation or retaliation for exercising their right to participate in union activities or for seeking union representation for the purpose of grievance or defense in a disciplinary action.

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, citizenship, place of medical education, political or religious opinions or affiliations, sexual orientation, or disabilities or other factors not directly related to successful performance of the job.

ARTICLE 6 SALARIES

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 this Unit on the effective dates indicated below:

Ten (10) levels general movement on January 1, 2005.

Ten (10) levels general movement on January 1, 2006

(Ten levels is the equivalent of 2.5%).

A. FINANCIAL CRISIS

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

For the sole purpose of modifying Article 6, Section 1 of this MOU, no later than October 1 of each year, the Board of Supervisors may declare a financial emergency. Such a declaration will be made only in the event of a significant reduction in anticipated on-going 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 6, Section 1 are cancelled, and the parties shall re-open negotiations on all economic issues.

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

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4757	DENTAL INTERN	CURRENT		F		2993.11
		01/01/2005		F		3067.94
		01/01/2006		F		3144.64
4760	DENTAL RESIDENT(1ST YEAR)	CURRENT		F		3348.59
		01/01/2005		F		3432.30
		01/01/2006		F		3518.11
4760	DENTAL RESIDENT(2ND YEAR)	CURRENT		F		3628.25
		01/01/2005		F		3718.96
		01/01/2006		F		3811.93
4760	DENTAL RESIDENT(3RD YEAR)	CURRENT		F		3909.83
		01/01/2005		F		4007.58
		01/01/2006		F		4107.77
5408	PHYSICIAN,POST GRADUATE(1ST YEAR)	CURRENT		F		2993.11
		01/01/2005		F		3067.94
		01/01/2006		F		3144.64
5411	PHYSICIAN,POST GRADUATE(2ND YEAR)	CURRENT		F		3348.59
		01/01/2005		F		3432.30
		01/01/2006		F		3518.11
5411	PHYSICIAN,POST GRADUATE(3RD YEAR)	CURRENT		F		3628.25
		01/01/2005		F		3718.96
		01/01/2006		F		3811.93
5411	PHYSICIAN,POST GRADUATE(4TH YEAR)	CURRENT		F		3909.83
		01/01/2005		F		4007.58
		01/01/2006		F		4107.77
5411	PHYSICIAN,POST GRADUATE(5TH YEAR)	CURRENT		F		4183.83
		01/01/2005		F		4288.43
		01/01/2006		F		4395.64
5411	PHYSICIAN,POST GRADUATE(6TH YEAR)	CURRENT		F		4467.32
		01/01/2005		F		4579.00
		01/01/2006		F		4693.48
5411	PHYSICIAN,POST GRADUATE(7TH YEAR)	CURRENT		F		4733.76
		01/01/2005		F		4852.10
		01/01/2006		F		4973.40

Section 2. Physician Service Assignments

A. A Physician, Post Graduate, shall have the approval of his Chief of Service to participate in Physician Service Assignments.

B. The Chief of Service shall not unreasonably withhold approval.

C. These assignments shall be limited to 96 hours per month.

D. There shall be no substantial change in the current practice of Physician Service Assignments.

If there is a substantial change it will be subject to the meet and confer in good faith process.

E. Physicians, Post Graduate II or higher performing in a "Physicians Service Assignment" shall receive the re-numeration established in the Physician Pay Plan of the Los Angeles County Code.

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 4.

Members of this bargaining unit will advance along a predictable progression of Physician Post-Graduate years, one year for every year of training in an accredited training program. The members will receive the salary associated with the PPG level of their primary training program. Individuals who transfer into another primary training program or select a secondary training program will receive that salary that is identified with the entry level of that specific training program as determined by management. Under no circumstances will a resident be paid higher than PPG - VII, as identified in this Memorandum of Understanding.

All residents in the LAC+USC six-year Oral and Maxillofacial surgery Program will be paid at the PGY 3 level in their fifth year of training and advance to the PGY 4 level in their sixth year of training.

Section 5.

In cases where a member of this bargaining unit, who is in an accredited training program, is requested or recruited to function in a Chief Resident position, the Physician Post-Graduate shall receive a bonus of $265.00 for each full month, not to exceed 12 months, served in this position. The bonus shall be paid in one lump sum at the conclusion of the assignment. To qualify for this bonus the Chief Resident must perform functions including but not limited to: scheduling, clinical supervision and education of Physician Post-Graduates involved in a training program and not simply as a requirement of the program.

Section 6.

It is understood that in some departments physicians that complete resident training continue on physician post-graduate items to supervise residents still in training. The Department of Health Services will continue to pursue the appropriate allocation and funding of these non-resident items.

ARTICLE 7 QUALITY PATIENT CARE FUND

In recognition of Residents foregoing pay raises in a previous contract, the Department of Health Services, and Chief Administrative Office will recommend to the Board of Supervisors that a fund, to be identified as the JCIR Quality Patient Care Fund, be established within the Department of Health Services effective on the date of Board approval of this Agreement. The amount of the JCIR Quality Patient Care Fund will be $2,200,000 each year for fiscal years 2003-04; 2004-05; and 2005-06. The $2,200,000 will be appropriated by relative employee size of the three institutions as follows: $1,210,000 for the use of LAC+USC Medical Center house staff; $495,000 for the use of Martin Luther King Jr./Drew Medical Center house staff; and $495,000 for the use of Harbor/UCLA Medical Center. All funds must be spent in the fiscal year of allocation.

This fund shall be inviolate and free from assessments, freezes, impounds or deferrals, and may be used only for improved quality of patient care.

The Director of the Department of Health Services shall have direct control of the fund. During the term of this Memorandum of Understanding, all of the committees provided in 2 and 3 below shall meet as a "Steering Committee" and by mutual agreement allocate funds to the institutional level, taking cognizance of all recommendations. Funds allocated to the institutional level will be administered as follows:

1. Authority to commit and expend the funds will be vested in the institutional administrators.

2. The institutional administrator shall appoint a "Team." Medical Directors, physician service chiefs and director of patient care services may be appointed to this Team. This Team shall not exceed five in number.

3. Interns and Residents at each institution shall convene and designate a "Team". This Team shall not exceed five in number.

4. When issues involve Preventive Health, Mental Health, Nursing and Ambulatory Care needs, representatives from these areas shall participate in the discussions.

5. Mutual agreement of the teams at each institution listed in 2 and 3 shall be required to initiate the authority to expend as provided in 1 above.

6. The JCIR shall submit its list of requested patient care equipment for that fiscal year to the institutional Chief Medical Officer by February 28. By meeting this due date, it shall be deemed that the JCIR has met the requirements for committing the allocation to the Patient Care Fund. The institution shall, within 30 days from the date of receipt, discuss problem requests with the JCIR. Where the County is able to obtain equipment for less than the JCIR's initial estimate, Management and JCIR shall, as soon as possible, mutually agree to spend the savings.

If JCIR fails to meet this due date, the institution allocation shall be transferred to the institution administrator to purchase patient care equipment.

7. The JCIR shall obtain estimates and information only, and shall not commit or negotiate prices, services agreements, or training costs with vendors. The items recommended shall be processed through the County's normal County purchasing procedures.

The Los Angeles County - USC Medical Center, Harbor - UCLA Medical Center and Martin Luther King, Jr.-Drew Medical Center will provide a monthly Patient Care Fund status report, utilizing the King-Drew Medical Center report format, to the President of the Interns and Residents at each hospital, the Patient Care Fund Vice-President at each hospital and to the designated representative of the JCIR.

ARTICLE 8 BENEFITS

Section 1.

Interns and Residents will be provided the same benefits as other temporary employees with respect to Life Insurance, Health Insurance, Dental Insurance, Bereavement Leave, Sick Leave, Workers' Compensation, Jury Duty Leave, Witness Leave, Military Leave, and Civil Service Examination Leave at the level agreed to by the County and the Coalition of County Employee Unions in the Memorandum of Understanding entered into on December 16, 2003 regarding the Fringe Benefits.

Section 2

Pre-existing benefits or conditions including but not limited to, meals, uniforms, laundry of uniforms, parking and malpractice insurance coverage shall remain at the same level as provided the Interns and Residents on June 30, 1983 during the term of this agreement.

Notwithstanding the above, the County will:

1. Discontinue paying installation charges for private individual telephones to Interns/Residents who live in the dormitory.

2. Allow telephone instruments at King - Drew Medical Center dormitory that provide centrex service to remain. However, the County will add a "limiter" that prevents outside calls.

3. Discontinue free County hospital care to Interns/Residents and families.

4. Discontinue providing laundry service for personal clothing of Interns/Residents and their families.

Section 3.

Any employee covered by the Unit shall be entitled to annual lump sum payments as follows:

$220.00 for any person employed by the County and covered by this Unit in each subsequent year, paid on each July 15th. For Interns and Residents entering County service later than July 1, payment shall be paid by the 15th of the following month during the life of this contract. The additional lump sum compensation payment shall be paid on behalf of the residents and interns to an insurance company selected by JCIR for the purchase of a disability insurance policy which is not provided by the County of Los Angeles and which is negotiated with an insurance company for the interns and residents in the Unit by JCIR. The policy will be held by JCIR. The County will have no responsibility for the selection, administration or oversight of this policy.

Section 4.

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following

modifications to the sick leave benefits applicable to employees covered herein:

a) Said employees shall earn and accrue full-pay sick leave as provided in Article 14 of the Memorandum of Understanding regarding Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO, dated November 17, 1987; provided, however, that in no event shall said employees be credited with more than 8 days of full-pay sick leave in any calendar year commencing on or after January 1, 1989.

b) Said employees shall be paid for unused full-pay sick leave as if they were full-time permanent employees subject to the terms and conditions set forth in said Article 14 of the Memorandum of Understanding regarding Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO. Upon termination from County service, employees represented by the JCIR who have at least five years of continuous service shall receive payment for accumulated sick leave at full pay to a maximum of 720 working hours. Such payment as provided in Section 6.24.040 of the Los Angeles County Code shall be computed at the workday hourly rate of pay in effect on the employee's final day of County service and shall be equal to one-half of unused sick leave.

c) It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in subparagraph (a) above, the

provisions in Article 6, Section 1, Recommended Salary Adjustment, includes an additional two percent base rate increase effective January 1, 1989.

d) Management recognizes the need for all house staff officers to receive proper and timely notification whenever application for payment of unused full pay sick leave as indicated in (b) above can be made. Further, it is agreed, that in addition to the facilities' normal distribution of the notification, copies will be provided to the respective Medical Directors' offices and to JCIR in a timely manner that allows a minimum of two weeks for house staff to respond. In addition, copies will be made available to JCIR during monthly Communication Meetings. It is also agreed that each department will make available to house staff, copies of the required application in the Program Director's Office, where house staff time cards and paychecks are located.

Section 5. Bilingual Compensation

The parties agree that bilingual pay for employees in the Unit shall be in accordance with County Code Section 6.10.140.

Section 6. Coats and Scrubs

Management agrees to provide four (4) long white coats and (6) scrubs to all residents in all training programs. It is further agreed that the white coats and scrubs will be

laundered at no cost and that the turnaround time regarding such laundry service shall be 72 hours from the time of drop off. Management, in conjunction with JCIR, reserves the right to establish policies and procedures on the wearing of scrubs while providing patient care.

Section 7. Meals

Three fresh and sanitary meals shall be provided daily to house staff when engaged in patient care functions.

The County will arrange that the food left over from the food prepared daily for house staff and other physicians be packed, date stamped with preparation dates, and stored at the end of the day so that the food is available for the night meal. The County will prepare sufficient food daily to ensure that healthy night meals are available for all house staff who are assigned to nighttime duty or in-hospital on-call duty.

The County shall make every reasonable effort to provide meals in the doctors' dining rooms with sensitivity and consideration to a greater variety of dietary needs, including vegetarian, kosher and ethnic-specific diets on a daily basis.

Interns and Residents agree not to provide food and meals to non-qualified individuals.

Section 8. Jury Duty

The County recognizes that often, an intern or resident will suffer undue hardship if required to serve on a jury. The County will cooperate with the Union and the interns and residents in providing to the jury commissioner, evidence of any such undue hardship. Any person ordered to serve on a jury shall be entitled to his/her regular pay.

Section 9 Program Security

A. It is the obligation of management to provide the opportunity for continuation and completion of any academic training program for which a member of this bargaining unit was accepted. The County will require that all programs follow ACGME notification requirements regarding program accreditation status.

B. In the event of the termination of any residency program for any reason whatsoever, management shall follow ACGME guidelines regarding "Program Closure/Reduction" and make every reasonable effort to place any affected residents in another accredited residency program, prioritizing placement in the appropriate specialty in accordance with ACGME guidelines. DHS shall make every reasonable effort to place any affected residents in the following order: at another DHS facility; at another accredited program within the Southern California area, or another accredited program within California.

Section 10.

The Department agrees to provide an educational bonus of $1,000.00 to members of this bargaining unit who hold the classification of PPG I or Dental Intern; and who will do their PPG II or second year of dental training at a County facility. This bonus shall be paid as a lump sum payable on August 15 of each year of the contract.

The Department agrees to establish in consultation with JCIR, a DHS Resident Office by September 30, 1998. As one of its functions, this office shall explore ways to provide assistance i.e. completion of the Resident's licensure packet to the Residents.

Section 11. 1115 Waiver Incentive Bonus

PPG's in the following programs and levels: Internal Medicine (PPG II & III), Family Medicine, Pediatrics, and OBGyn (PPG II thru IV) shall receive an annual one-time, lump sum bonus equal to 2% of the current salary in effect on July 1st of each year of the contract, payable on August 15 of each year during the term of this agreement.

ARTICLE 9 HOURS, MEALS AND CALL ROOMS

Upon agreement of this MOU, the Director will instruct the facility CEOs, Medical Directors, Department Chairs and Graduate Medical Directors at LAC/USC, King/Drew and Harbor/UCLA Medical Centers to insure compliance with provisions of the MOU. A quarterly report prepared by each facility regarding the status of resident hours, access to night meals and resident call rooms at LAC/USC, King/Drew and Harbor/UCLA Medical Centers will be submitted to JCIR until contract obligations have been achieved. As needed, JCIR will submit to the Associate Director, a written response to the "DHS Quarterly Status Report on Residents Hours, Meals and Call Rooms" that comments on the progress of contract implementation. The JCIR must be aware that regulatory agencies such as the Office of Statewide Health Planning and Development have requirements, that at times, slow the construction or remodeling of hospital buildings. However, when the completion of call rooms remodeling is affected by a regulatory agency, the JCIR shall be notified.

Also, the director has instructed local facility CEOs, Medical Directors, and Graduate Medical Education Directors to offer to meet and consult with representatives of the JCIR prior to implementing changes on the above mentioned matters, and on other matters requiring as stipulated in the MOU, a meet and consult meeting.

Section 1.

Within 30 days after the implementation of this agreement, the County will schedule Interns and Residents according to ACGME guidelines for those programs where

guidelines requirements exist. For programs where no ACGME guidelines exist, the County shall develop guidelines reflecting minimum standards established by the ACGME.

Section 2.

The following shall be implemented no later than July 1, 2001:

1. The educational goals of the program and learning objectives of residents must not be compromised by excessive reliance on residents to fulfill institutional services obligations.

2. Resident duty hours and on-call time periods must not be excessive. The structuring of duty hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the residents. Scheduled on-call, in hospital duties should not be more frequent, on average, than every 3rd day.

3. When averaged over any 4-week rotation or assignment, residents must have at least 1 day out of 7 free of patient duties, in accordance with ACGME requirements.

Section 3.

It is understood that at all three facilities, there is a Graduate Medical Education Committee (GMEC) empowered to ensure that all residency programs are in

compliance with the Institutional Program, and applicable Subspecialty Program Requirements of the ACGME. Issues of non-compliance with the ACGME and this MOU shall be addressed by the GMEC and the Medical Executive Committee. In accordance with the ACGME policy, house staff has representation on the GMEC with voting privileges.

Within 30 days from implementation of this agreement, the JCIR shall establish a process for the confidential and protected registering of house staff complaints of noncompliance with ACGME requirements and this MOU regarding resident duty hours and working conditions. These complaints shall be presented to the facility GMEC in a timely manner by the resident members of that committee.

The Department agrees to establish within 60 days from implementation of this agreement, a Compliance Committee, chaired by the Associate Director of Health Services, Clinical and Medical Affairs and be composed of equal members of JCIR and Management that shall be empowered to resolve issues that cannot be resolved at the facility levels. Issues of non-compliance include, but are not limited to, duty hours and working conditions.

Should the facility GMEC and Medical Executive Committees fail to resolve the issues in a reasonable time, the issues shall become an agenda item for the next meeting of the Compliance Committee.

Section 4

Within 30 days from implementation of this agreement, both parties agree to form a committee that shall include members from each hospital to address outpatient workload limitations in light of the increased need to deliver care in the outpatient setting in accordance with the provisions of 1115 Waiver. The committee shall meet at least quarterly and contain no more than 10 members; five representatives from the Department and 5 representatives from JCIR.

Section 5

House staff on "scheduled 24-hour in-hospital call" shall not be assigned normal clinical duties (i.e., clinic, operating room duties and/or new patient assignments) except under unusual circumstances, following an on-call period.

ARTICLE 10 DORMITORY COUNCIL

The Physicians Post Graduate Dormitory Council shall meet and confer with the hospital administration concerning dormitory policies including access to rooms, changes in rental fees, and allocation of floor space. It is the intent of the JCIR and County Management to preserve the existing relationship and agreements with hospital Administration.

Meet and confer means the parties shall meet promptly and continue for a reasonable period of time to exchange information, opinion, and proposals and to endeavor to reach agreement.

It is agreed that effective October 1, 2000, the dormitory rent at Martin Luther King, Jr. Hospital shall be increased by $15.00 per month from the current monthly rate. It is understood that this increase shall be for the purpose of providing cable television programming in the dormitory. The JCIR shall meet annually with hospital administration to discuss changes to the cable programs that are offered.

It is also understood that any increases to the programming rate shall cause an automatic increase in the monthly dormitory rental fee.

ARTICLE 11 CALL ROOMS

The County shall provide safe, secure on-call rooms, bathrooms and shower facilities which are readily accessible to patient care areas. On-call rooms shall be designated as smoke-free areas, and shall be properly maintained with adequate temperature control. The number of on-call rooms shall be sufficient for all house staff officers on duty at night.

The County will make every reasonable effort to provide separate male and female call rooms at each facility.

Section 2.

On-call rooms shall have functional locks and the room key shall be available to each house staff officer. On-call rooms shall be properly maintained seven (7) days a week. Where possible, on-call rooms shall be equipped with large-sized lockers for the secure storage of each house staff officer's personal effects.

An annual survey shall be jointly conducted by the JCIR and local hospital administration to assess the status of on-call rooms.

Where possible, computer equipment will be reasonably accessible from on-call rooms in accordance with ACGME guidelines.

ARTICLE 12 VACATION SCHEDULING

In lieu of other vacation and holiday allowances, persons employed as full-time or half-time Physicians, Post Graduate (first through seventh year) who are assigned to a County hospital for any one contractual period of at least 2 months, or its equivalent (4 months for those employees on half-time items), shall earn 2 working days paid leave per month, 10 working days may be deferred each year upon written request by the employee. If no request is made, employees shall be paid for all accrued days. Upon completion of each Physician, Post Graduate year (first year through seventh year), a lump sum payment shall be paid for such accrued time. Whenever the sum of an employee's current and deferred vacation exceeds 40 days, that portion in excess of 40 days may be deferred for no more than one year. If at the end of that year, an employee still has current and deferred vacation in excess of 40 days, he or she shall be paid that portion in excess of 40 days. Upon completion of their term as Physician, Post Graduate (second through seventh year), a lump sum payment may be paid for such accrued time not to exceed 40 days.

Proper and timely notification is necessary for orderly vacation scheduling. When a vacation is to cover more than seven (7) continuous days, the Physician must submit the request for that vacation at least 30 days in advance of the beginning date. In special situations, if approved by the Chief of Service, vacation may be granted for less than one week intervals.

Both parties recognize that arrangements for taking time off must reflect patient care responsibilities and that the ultimate decision regarding the scheduling of vacations shall rest with the Chief of Service. Vacations, however, must be scheduled within the contractual period.

When a member of this Unit is prevented from working his regular assignment as a result of a holiday, he may be reassigned to another work location for that day. If he is not reassigned his pay or vacation will not be charged.

ARTICLE 13 IMPROVEMENT SUGGESTION PROGRAM

Section 1.

Both parties agree to the establishment of an Improvement Suggestion Program which both parties agree will be utilized to bring to the attention of each hospital's administration and the Department problems and recommendations to improve patient care at the County hospitals. It is understood that the members of this Unit and their working conditions directly impact on the medical care provided to the patients and are therefore in a position to offer suggestions which would improve patient care.

This Improvement Suggestion Program shall not prevent any member of this Unit from using other appropriate recourse to redress grievances.

Section 2. Procedures

1. All suggestions shall be submitted on a form jointly agreed upon by both the Department of Health Services and the JCIR.

2. The improvement suggestion form shall be filed with the JCIR.

3. The JCIR will review the suggestion and if, in its opinion, the suggestion warrants further exploration, the JCIR shall forward the suggestion to the hospital administration.

4. Hospital administration will expeditiously consult with the appropriate individuals to obtain a further understanding of the suggestion.

5. Hospital administration will expeditiously consult with the JCIR.

6. If the JCIR is not satisfied with the response of hospital administration, they will refer the suggestion to the Director of Health Services. In referring the suggestion to the Director, the JCIR will include a statement as to why they are not satisfied with the response from Hospital Administration.

7. The Director of Health Services and/or his designee shall consult with the JCIR within 10 working days within receipt of the suggestion.

8. The Director of Health Services shall have the option of convening a committee of experts, which shall include representatives of the JCIR, to investigate the suggestion and to make recommendations to the director. The committee shall meet expeditiously and submit its recommendation within 20 days unless an extension is granted by the Director.

9. Members of this Unit may not grieve and the JCIR may not refer to arbitration, any suggestion which Management does not implement if Management complied with the Improvement Suggestion Program procedures as stated above.

Section 3.

County and the JCIR will make every best effort to hold monthly communications meetings at a mutually acceptable time, date and place at Harbor/UCLA Medical Center, LAC/USC Medical Center and Martin Luther King-Drew Medical Center for the duration of this contract.

Section 4.

1. Both parties recognize the desirability of maintaining work schedules consistent with optimum patient care. In the interest of maintaining quality patient care and the health and safety of house-staff both parties agree to the establishment of departmental committees at each of the three Medical Centers for the purpose of studying and making recommendations to their hospital administration on the issue of work schedules. The committees will address the following areas:
   - Consecutive work hours/rest periods
   - On call frequency/schedules

2. The departmental committees shall include JCIR representation.

3. The recommendations of the respective committees shall be advisory to the respective Medical Centers.

4. In accordance with Section 6.12.020(D) of the Los Angeles County Code, it is recognized that Interns and Residents routinely work more than a basic 40 hours

in any one calendar week without compensation or time off for such overtime worked. As a result, JCIR desires to establish a mechanism at each of the three medical centers to better document the hours worked by Interns and Residents above the minimum standard number of required hours. Therefore, Management agrees to the establishment of committees at each of the three medical centers comprised of Hospital Administration and facility JCIR members in an effort to find a mutually acceptable mechanism of better documenting the actual hours worked by Interns and Residents.

Within 60 days of the implementation date of this agreement, the JCIR at each of the three medical centers shall submit to their respective Management their proposal for establishing a mechanism to better document the actual hours worked by Interns and Residents at their particular medical center.

Within 60 days of receipt of the JCIR's proposal at each respective medical center, the Management/JCIR Committee shall meet as a whole in an effort to find a mutually acceptable mechanism of better documenting the actual hours worked by Interns and Residents.

Section 5.

Both parties agree that house-staff will be represented on the appropriate AIDS related task force/committees which have been or will be established at each of the three Medical Centers.

Section 6. Patient Relationships

A. At the Los Angeles County-University of Southern California Medical Center, Harbor - UCLA Medical Center and Martin Luther King, Jr. - Drew Medical Center, Physicians, Post Graduate, have historically been given a role of immediate and continuing responsibility for patient diagnosis and treatment, always under the ultimate responsibility and authority of the attending physicians and Chief of Service. Management agrees that it will maintain such relationships regardless of the source of patient fiscal responsibility (private or public resources).

B. Programs which expand the training of Physicians, Post Graduate, into areas currently not utilizing these personnel -- e.g., neighborhood health care facilities -- shall conform to the Essentials of approved Internship and Residencies per the Liaison Council on Graduate Medical Education of the American Medical Association.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 1. Definitions

"Grievance" means a complaint by an employee or the JCIR 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.

Section 2. Responsibilities

1. 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. The immediate supervisor as specified by the Department Chief or his designee will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

Section 3. 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 Article 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.

Section 4. General Provisions

1. An 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.

2. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. The parties agree that there have been instances during the life of the present contract that grievances filed at various facilities have not moved forward within the time lines established under Article 14, Grievance Procedure. Both parties further agree that the problems occurring are in the application and observation of the time lines. Therefore, in an attempt to eliminate a continuation of these problems, the parties agree:

a. All grievances and responses will be filed on a standardized form with the Office of Human Resources Management (HRM), 5555 Ferguson Drive, Room 120-15, Commerce, CA. The new form will include an original plus four (4) copies as follows: 1) Department Supervisor, 2) DHS Representative, 3) JCIR, and 4) Grievant.

b. If management requests an extension of the time lines but cannot gain concurrence from the grievant, then the Office of Human Resources Management will contact the parties (House staff Officer, JCIR and Management) no later than 24 hours prior to the end of time lines regarding a request to extend the time frame. After hearing input from all concerned, the HRM representative will decide to grant or deny the request and notify all parties.

c. The Office of Human Resources Management will generate a quarterly report showing:

- Number of grievances filed (by facility)
- Number resolved
- Number outstanding
- Number failing to meet time lines, and
- Number of extensions granted.

d. Within 30 days of implementation of this MOU, Management and JCIR will convene a committee of representatives from DHS and JCIR, comprised of no more than four (4) representatives per party, to develop guidelines and forms for time line extensions.

e. Should JCIR fail to meet the established time deadlines, then the grievance shall be dropped. Should the County fail to meet the established deadlines, then the employee is automatically granted the right to process the grievance to the next level.

Section 5. Procedure

1. Informal Complaint

A. Within five (5) business days from the occurrence of the matter on which a complaint is based, or within five (5) days from his knowledge of such occurrence, an employee shall discuss his complaint in a meeting with his immediate supervisor (as specified in Section 2).

B. Within five (5) business days from the day of the discussion with the employee, his immediate supervisor (as specified in Section 2) shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - Chief of Service or Supervisor

A. Within ten (10) business days from receipt of his supervisor's decision, an employee, not satisfied, may 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 immediate supervisor (as specified in Section 2) and retain the third copy.

B. Within ten (10) business days his immediate supervisor (as specified in Section 2) shall give his decision in writing to the employee on the original copy of the grievance.

Step 2 - Medical Director

A. Within ten (10) business days from his receipt of his supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the Medical Director of the facility.

B. Within ten (10) business days from receipt of the grievance, the Medical Director shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Medical Director (Director of Health Services)

A. Within ten (10) business days from his receipt of the decision at level two, the employee may appeal to the departmental Medical Director using the original copy of the grievance.

B. Within ten (10) business days from the receipt of the employee's grievance, the departmental Medical Director or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, may meet with the parties involved and shall give a written decision to the employee.

Section 6. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the departmental Medical Director, or his designated representative, the JCIR, or JCIR on behalf of an employee whom it has represented in the processing of this grievance, 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 Commission 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, suspensions, transfers, classification actions, performance evaluations, and similar matters within the jurisdiction of said Civil Service Commission; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County Department, agency, or commission or any rule or regulation of the Hospital or any affiliated university, unless the arbitrator, in his 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.

In the event the JCIR, on behalf of any employee whom it has represented in the processing of this grievance, 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 Director of Personnel and to the County Department Head or officer affected, which written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

3. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that 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 who will be deemed to be the mutually acceptable arbitrator and be appointed as above.

If after five days the parties cannot agree on an arbitrator, the parties will request the Employee Relation Commission to appoint the arbitrator.

4. 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.

5. Prior to a hearing by an arbitrator, a representative of the County and the Joint Council 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 JCIR. 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 JCIR 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

Implementation

Term

Renegotiation

Authorized Agents

Provisions of Law

ARTICLE 15 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 14, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 14, Section 6, can be submitted to grievance mediation. Both JCIR and Management must mutually agree to submit a qualifying grievance to grievance mediation.

3. After completion of the third level of the grievance procedure and by mutual agreement, either management or JCIR 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, JCIR and the grievant. The final agreement shall be binding on all

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

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

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

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

ARTICLE 16 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 6, Arbitration, of Article 12, 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 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 Department of Personnel, or any other County department, agency or commission, unless the arbitrator, in his 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. 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) there will be no representation by counsel and 2) there will be no post hearing briefs.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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
Non-Discrimination
Implementation
Term
Renegotiation
Safety and Health
Payroll Deductions and Dues
Leave of Absence for Union Business
Authorized Agents
Provisions of Law

ARTICLE 17 GRIEVANCE COMMITTEE PERSONS

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than fifteen (15) Grievance Committee persons within the representation Unit as herein defined.

The JCIR agrees that whenever investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him of the nature of the business.

Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the representative will be informed when time will be made available. Such time will not be more than (24) hours, excluding Saturday, Sunday and legal holidays after the time of the representative's request, unless otherwise mutually agreed to. Prior to entering other work locations, the representative shall inform the cognizant supervisor of the nature of the representative's business.

ARTICLE 18 EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide the JCIR with a list of the names of all employees in the Unit without charge. The JCIR is entitled to one list at no charge each year of the agreement. Additional lists may be furnished when requested by JCIR no more than four times a year, it being understood that the JCIR shall pay to County $100 for each additional list furnished by the County. Such payment shall be due and payable within thirty (30) days from the day of billing.

Upon the JCIR's request, the County will provide the list of names of all employees in the Unit in computer-type format following the JCIR's payment to the County of an initial $500 programming fee.

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

> The JCIR has been certified as your majority representative. The JCIR 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 JCIR call:
>
> Joint Council of Interns and Residents
> Box 512075
> Los Angeles, CA 90051-0075
> (310) 632-0111

ARTICLE 19 STRIKES AND LOCKOUTS

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

In the event the JCIR and any employees covered by this agreement individually or collectively violate the provisions of this Article and the JCIR fails to exercise good faith in halting the work interruption, the JCIR 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 20 MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is the exclusive right of the County to determine the mission of each of its Departments, Districts, Boards and Commissions, and to exercise control and discretion over its organization and operations. The rights of the County include, but are not limited to, direction of the workforce including the scheduling of hours of work and the assignment of work to be performed, transfer and reassignment of employees, the right to hire or re-hire, to properly classify employees, to promote or demote employees, to lay off and recall employees, to discipline and discharge employees, and to determine the methods, means and personnel by which the County's operations are to be conducted.

It is intended that rights, privileges or obligations which are not granted to the parties by this Memorandum of Understanding or by law are retained by the County.

ARTICLE 21 PERSONNEL PRACTICES

Section 1.

Effective April 1984, payroll warrants, including base pay, bonuses, overtime, or any other compensation, will be issued once a month, on the 15th day of the month, for work performed during the previous calendar month. If such day falls on a Saturday, Sunday, or holiday, the payday shall be the immediately preceding regular work day. Employees may opt to receive pay twice a month, including the Earned Salary Advance (ESA), as at present, provided they participate in the Direct Deposit Program, in which the Auditor-Controller automatically deposits the entire semi-monthly net pay directly into the employee's checking or savings account at the bank, savings and loan, or credit Union of his choice. Such deposits will be made on or before the 15th and 30th days of each month.

Section 2.

Effective April 1, 1984, any employee who is paid on a monthly basis, and who is not on the Direct Deposit Program, may receive not more than one emergency ESA warrant during any calendar year upon presentation of documentary proof of a bona fide emergency to the appointing authority. Upon request of the appointing authority, not later than the first day of the month, the Auditor-Controller shall issue an emergency ESA warrant not to exceed 50% of the employee's last regular payroll warrant, provided the appointing authority certifies that the employee has sufficient time worked and/or accrued time on the books to cover the period for which the advance is made. Such warrant shall not be issued prior to 15 days after the last regular payday, and the

amount of such warrant shall be deducted from the next regularly issued payroll warrant. Emergency warrants will be issued within 5 working days after receipt of the request by the Auditor-Controller.

Section 3.

Effective April 1, 1984, an employee who is not on the Direct Deposit Program may be paid a salary advance upon the certification of the employee's department head that such employee will be on an approved paid leave of absence of at least 10 consecutive working days extending over a regularly established payday and has sufficient time worked and/or accrued time on the books to cover the entire period for which the salary advance is made. Such salary advance shall be paid in accordance with rules and procedures promulgated by the Auditor-Controller and approved by the Board of Supervisors. An employee who opts for the Direct Deposit Program may be paid such a salary advance in accordance with existing policies applicable to twice-a-month paydays.

Section 4. Discipline/Discharge

No physician shall be disciplined or terminated without just cause. Except in emergency situations, discharge shall not occur without a pre-termination hearing. A pre-termination hearing shall occur within 10 calendar days following the notice of discharge. Subsequent to the discharge action, the grievance procedure may be initiated. The County shall inform and educate all Supervisors, Program Directors, and Department Chairs regarding proper discipline policy and processes pertaining to disciplinary procedures as applied to house staff officers.

Section 5.

It is recognized that the primary responsibility of Interns and Residents is to provide patient care consistent with their education and training.

Section 6.

Those residents not to be retained for the succeeding year will be so informed in writing, by no later than November 15 after the beginning of the current postgraduate training year.

House staff participating in residencies who do not receive written notice in a timely manner will be renewed for the next postgraduate training year.

When a pyramidal residency program exists, all applicants will be informed prospectively of the pyramidal program. Descriptive materials sent to applicants will so state when a program is pyramidal.

Section 7 Leaves of Absence

A. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head, upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

B. Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time 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 ACGME Guidelines, Civil Service Rules and such procedures as are determined by the Director of Personnel and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

C. Family Leave

The parties agree that 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.

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

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

The County shall inform and education all supervisors, Program Directors and Department Chairs regarding policies and procedures pertaining to leaves of absence as applied to house staff officers.

Section 8. Release Time for Exams

It is agreed that all house staff taking the USMLE Step III or its equivalent and Board Certification will be released from all duties from 4:00 p.m. the day before the examination. In addition, with the prior written approval of his/her program director, house staff will be released until the morning rounds the day after the examination.

House staff shall submit their request for release time at least one month in advance of the examination.

Section 9. Change in Employment Status

The Office of Graduate Medical Education has responsibility to consult with house staff regarding academic and employment issues. Any change in employment status, i.e., demotion, suspension, discharge, promotion, or leave, including County imposed discipline must involve and be reviewed by the Office of Graduate Medical Education.

Section 10. Bereavement Leave

House staff will receive the same benefits as all full-time permanent employees with respect to bereavement leave.

ARTICLE 22 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into discussions with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit, the County will 1) advise such public or private entity of the existence and terms of this Memorandum of Understanding, 2) within 2 weeks advise the JCIR of the discussions, and 3) consult with the JCIR regarding the subject matter of the discussion.

ARTICLE 23 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 deductions 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 deduction each year during the period August 1 to August 15, 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 3. Agency Election

If 60 percent of the employees represented by this Unit are dues paying members of the Union, the Union shall have the right to conduct a secret ballot election at any time of its choosing during the term of this Memorandum of Understanding to determine whether a majority of the employees in the bargaining unit covered by this agreement are in favor of an agency fee agreement provided in G.C. 3502.5(a). This election shall be administered by the Employee Relations Commission (ERCOM). The ERCOM shall notify the County and the Union of the result of the election. The Union shall be responsible for the cost of the election.

The parties will encourage ERCOM to establish election procedures which are designed to produce the maximum possible participation in the election. However, if less than 20% of the employees in the bargaining unit vote in this election, agency shop shall be deemed rejected. If at least 20% of the employees in the bargaining unit vote, and a majority of those voting do vote in favor of an agency shop, then the Union shall notify the County, and the County shall immediately thereafter notify all employees in the bargaining unit that they will then be required, as a condition of continued employment, either to join the Union, pay a Fair Share Fee equal to Union dues or pay the Union an Agency Fee as provided in G.C. 3502.5(a).

Section 4.

If at least 20% of the employees in the bargaining unit vote, and a majority of those voting do vote in favor of an agency shop, then the following provisions of this Section 4 shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this 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 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 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.

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

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

The Union certifies to the County that within thirty (30) days of the effective date of this agreement, it shall adopt, implement and will maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge the propriety of the uses to which Agency Fees are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. CT. 1066 (1986).

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

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

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.

Section 5. 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. The Union agrees to indemnify and hold the County of Los Angeles harmless from the utilization of the disability allowance for the disability insurance as described in Article 8, Section 2.

ARTICLE 24 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 JCIR 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 25 FULL UNDERSTANDING, MODIFICATIONS, 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 agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits from the County of Los Angeles other than those specifically set forth in the provisions of this agreement or required by Federal, State or County law.

B. 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 matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

C. If this agreement should be reopened during its term by mutual agreement of the parties, no alternative amendment 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 enforcement of all its terms and provisions.

ARTICLE 26 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 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 specified function or obligation set forth herein.

b. The JCIR's principal authorized agent shall be its Area Director or duly authorized representative.

Joint Council of Interns and Residents, CIR/SEIU
Box 512075
Los Angeles, CA 90051-0075
(310) 632-0111
FAX (310) 668-3487

ARTICLE 27 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 and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memoranda of Understanding shall not be affected thereby.

ARTICLE 28 GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between JCIR, 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 JCIR has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, JCIR 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 Office. 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, JCIR shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter, or their authorized representatives, including the Chief Administrative Officer or his authorized representative.

C. Within ten (10) business days from the meeting provided in (B) above, Management's principal representative(s) shall respond to JCIR 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 6, Subsection 2 of Article 14, the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 14 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 14 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve 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 procedure set forth herein shall not be implemented where the dispute or complaint involved is, or could be, effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 14 hereof.

ARTICLE 29 EMPLOYEE REPRESENTATIVE

Authorized Union representatives may be granted access to work locations in all hospital and health facilities, including areas utilized for patient care, treatment, and general work, in which employees covered hereby are employed, for the purpose of conducting grievance investigations and observing working conditions. Authorized Union representatives desiring such access to such work locations shall first request permission from the appropriate Management representative, at which time the authorized representative shall inform said Management representative of the visit. Said Management representative may deny access to a work location if in his/her judgment he/she deems that a visit will unduly interfere with the operations of the department or facility thereof, in which event said Management representative will recommend an alternative time for the visit.

The Union shall, within thirty (30) days of the effective date of this Memorandum of Understanding, give to Management a written list of all authorized representatives, which list shall thereafter be kept current by the Union. Access to work locations hereunder will be granted only to representatives on the current list.

ARTICLE 30 BULLETIN BOARDS

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

The boards shall be used for the following subjects:

A. JCIR recreational, social and related JCIR news bulletins;

B. Scheduled JCIR meetings.

C. Information concerning JCIR elections or the results thereof;

D. Reports of official business of JCIR including JCIR newsletters, reports of committees or of the Board of Directors; and

E. Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday, and legal holidays, from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

ARTICLE 31 EMPLOYEE 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.

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits between the County of Los Angeles and the Coalition of County Unions, AFL-CIO shall apply to employees in this Unit.

ARTICLE 32 HEALTH AND SAFETY

The Department of Health Services shall maintain a healthful working environment and comply with the regulations and guidelines established by the Centers for Disease Control, OSHA, California state needlestick legislation and JCAHO. During the term of this agreement, Department of Health Services' Management and the Union will convene a labor/management committee for the intent of addressing and making recommendations on safety issues related to Interns and Residents.

Section 1. Wellness Committee

Recognizing the effect on an employee's health of long hours, stress and other factors and in the interest of a healthy, productive work force management agrees to the establishment of a departmental Wellness Committee, comprised of an equal number of JCIR and management representatives to discuss departmental approaches to a comprehensive Wellness Program which may include, but not limited to stress management and reduction techniques and the creation of fitness centers.

Section 2. Medical Interpreter

Medical Interpreter Classification: Within 120 days of Board of Supervisors approval of this MOU, DHS agrees to initiate the process for requesting the creation of a new classification entitled Interpreter, Medical Terminology. DHS agrees to meet with the Union for the duration of the process pursuant to Section 5.04.090(A) of the County Code.

Section 3. Training

Throughout the term of this MOU, employees of the Department of Health Services who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140 may, upon request of the employee, enroll in a basic language course other than English offered by the L.A. Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

Section 4. Patient Transport Teams (also known as Lift Teams or Escort Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Lift Teams in DHS facilities and will work together to overcome any economic barriers to implementation. Upon written request of the union, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Lift Teams within DHS. The Work Group shall consist of a core of two Labor representatives, two Management representatives, and one representative from the Workforce Development Program. An additional two members each from Labor and Management will be added from each hospital where Lift Teams are being formed.

Section 5. Notification and Response to Disasters and Public Health Emergencies

The Department of Health Service is committed to maintaining a healthful working environment and continuing its compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and JCAHO.

A. Bioterrorism

1. The Department of Health Services has established a Decontamination Response Plan. The Department shall notify the union within 60 days of any proposed changes to the plan.

2. The Department of Health Services shall provide training on an ongoing basis to all employees involved in direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination and disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CAO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090 (A).

2. The County shall make hand-held personal alarm devices available to employees working in psychiatric emergency departments in County facilities. The budget for the personal alarms shall not exceed five thousand dollars ($5,000). The budget will be used to purchase, maintain, and replace broken or damaged alarms through the term of this MOU.

3. In the event of an attack on an employee by a patient, Management shall assist with making arrangements for medical attention and counseling services.

4. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify the union as soon as practicable. Upon request by the union, the Department shall meet with the union within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

ARTICLE 33. HEALTH AND SAFETY GRIEVANCE PROCEDURE

A. 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, JCAHO and California Code of Regulations where applicable.

B. It is the intent of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union shall 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.

C. It is Management's intent not to place Interns and Residents in unsafe work situations which may compromise their health/safety or that of their unborn child.

D. If a hazardous or unsafe condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter to the local facility safety officer or the Departmental Safety Officer, if there is no local safety officer.

E. 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 Risk Management Branch of the CAO or designee. A representative of such branch shall respond to the Department Head and the Union within ten (10) days. If the Union is not satisfied with the response of the Risk Management Branch of the CAO or designee, the issue may be taken within ten (10) days to arbitration as set forth in Article 14, Grievance Procedure. During ten (10) days, consultation between the Department Head and the Union will take place.

ARTICLE 34 BEEPERS

Section 1.

Each new/incoming house staff officer will be provided with a long range beeper within five days of employment or her/his first on call night, whichever is sooner. In addition, all current house staff who have not yet been issued a long range beeper will be provided one, at his/her request, no later than 60 days after implementation of this agreement. It is understood that the County's ability to provide such beepers as indicated above, is directly affected by the house staff returning their beepers in a timely manner.

It is also understood that each house staff officer who receives a beeper as indicated above, will retain the beeper as long as she/he remains in postgraduate training at the issuing facility.

Section 2. Replacement

The full cost to house staff for replacement of a lost or damaged County beeper will be waived if a signed claim form is filed with an explanation of the loss or damage which occurred under the following conditions:

1) Damage or loss during the course of fulfilling job duties at any County location.

2) Theft from hospital locker or from car while fulfilling job duties at any County location.

3) Damage, theft or loss due to an accident involving personal injury or any situation where a police report was filed.

This section will be excluded from the arbitration process.

ARTICLE 35 PROFESSIONAL TRAINING

Section 1. Training Programs for BCLS, ACLS, PALS, ATLS, and NALS

Within 60 days after implementation of this agreement, facility committees will be established to plan house officer training in BCLS, ACLS, PALS, ATLS, and NALS. The training will commence within 100 days of the implementation of this agreement. Training in all life support programs shall be made available to members of this bargaining unit. The programs available to individual members will be those appropriate to the area of patient care wherein the post-graduate physician is training, or as required by the Department of Health Services. The cost of the programs and the materials will be the responsibility of the institution where the post-graduate physician is employed.

Training and recertification will be available through each facility at no cost to the house officer under the following guidelines:

1. Basic Cardiac Life Support (BCLS) will be offered to all new house officers within the first 90 days of their residency, the timing to be approved by their program director.

2. Advanced Cardiac Life Support (ACLS) will be offered to all house officers within the first 180 days of their residency. Program director approval shall be required.

3. Pediatric Advanced Life Support (PALS) will be offered to house officers in pediatrics, emergency medicine, family medicine and surgery and surgical subspecialties. Program director approval shall be required.

4. Advanced Trauma Life Support (ATLS) will be offered to surgical and EMS house staff who are licensed physicians. Program director approval shall be required.

5. Neonatal Advanced Life Support (NALS) will be offered to emergency medicine, pediatric, OB/GYN and family medicine. Program director approval shall be required.

Section 2. Library Services

The County recognizes that all house staff should have 24-hour access to appropriate medical information (e.g., journals, textbooks, access to Medline, Index Medicus and applicable teaching files).

Within 60 days following implementation of this agreement, Hospital Administration shall provide access to such information, in accordance with ACGME requirements
Where feasible, the Internet and lab/imaging results will be made available.

ARTICLE 36 PATIENT CARE

Any member of this bargaining unit who, in the course of his/her practice, is ethical and compliant with the policies and procedures of the Department of Health Services will be indemnified by the Department of Health Services, including but not limited to legal representation.

During the term of this agreement, Management agrees to continue to work toward providing the following:

1. A computerized laboratory report retrieval system with monitors in wards and clinics.

2. EKG machines in wards and clinics or have equivalent service available.

3. Current and accurate bed control census.

4. Access to ABG machine test results.

5. To fund a patient education program in each department.

The parties agree that H/H machines and a computerized radiology dictation machine will be provided using funds allocated to the Quality Patient Care Fund. In addition, it is agreed that any disputes regarding the conditions set forth in numbers two (2) and four (4) above, will be resolved by purchasing the additional equipment deemed necessary through the Quality Patient Care Fund.

It is recognized by both parties that implementation of the fully computerized lab report retrieval system is contingent upon Board of Supervisors' approval and the County's subsequent ability to install such a system during the term of the Agreement.

ARTICLE 37 CHANGES IN THE PROVISION AND OPERATION OF HEALTH CARE SERVICES

The County will give reasonable notice and meet and consult pursuant to Los Angeles County Code Section 5.04.090 (A) prior to implementing changes in the provision and operation of health care services that will affect the working conditions of members of this bargaining unit.

Further, the County recognizes its obligation under Los Angeles County Code, Employee Relations Ordinance Section 5.04.090 (B) to negotiate on those matters subject to negotiations that affect the working conditions of members of this bargaining unit.

ARTICLE 38 LABOR-MANAGEMENT RESTRUCTURING COUNCIL

Section 1.

During the period of this MOU, the parties agree to continue the Labor-Management Restructuring Council. The number of members of the Council shall remain at the level existing on September 1, 2000. The work of the Labor-Management Restructuring Council shall include reviewing all restructuring initiatives within the Department of Health Services and making recommendations to Department of Health Services management.

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to the Department of Health Services restructuring when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

Section 2. Staffing

Both labor and Department of Health Services management recognize that staffing and workload issues are integral to continuing departmental restructuring, meeting 1115 Waiver mandates, providing quality patient care and assuring compliance with regulatory requirements.

Both labor and Department of Health Services management agree that the Labor-Management Restructuring Council will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Department and provide recommendations for actions.

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.

THE JOINT COUNCIL OF INTERNS AND RESIDENTS, AN AFFILIATE OF THE COMMITTEE OF INTERNS AND RESIDENT/SEIU, AFL-CIO (AKA INTERNS AND RESIDENTS ASSOCIATION OF LOS ANGELES COUNTY-UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER; INTERNS & RESIDENTS ASSOCIATION OF LOS ANGELES COUNTY HARBOR GENERAL HOSPITAL; INTERNS & RESIDENTS ASSOC. OF LOS ANGELES COUNTY MARTIN LUTHER KING. JR. HOSPITAL

By _____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Chief Administrative Officer

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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 13th day of July, 2004,

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

AND — Supervisory Professional Social Workers of Los Angeles County/American Federation of State, County and Municipal Employees (hereinafter referred to as AFSCME or "Union")

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME, Local 3511 was certified on August 21, 1987, by the County Employee Relations Commission (Employee Relations Commission File No. 32-71) as the majority representative of County employees in the Supervisory Professional Social Workers Representation Unit (hereinafter "unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes SPSW affiliated with AFSCME, Local 3511 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 as listed in the respective salary article as well as such classes as may be added hereafter by the Employee Relations Commission.

Supervisory Professional Social Workers, not to exceed a total of five (5) who, upon request of the Unit, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

ARTICLE 2 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 SPSW/AFSCME, Local 3511 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 employed covered hereby without favor or discrimination because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliations, handicapped status, or other non-merit factors as defined by Civil Service Rule 25.

No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

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 the County's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions of Articles and

C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

Implementation shall be effective as of the date of ratification 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 March 1, 2004. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2006.

ARTICLE 5 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2006, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2006, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2006, unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

Section 1. Recommended Salary Adjustment

The parties, AFSCME Local 3511 and the County jointly agree, subject to the Board's Declaration of a Financial Crisis as defined in Section 1(A), to recommend to the County's Board of Supervisors that said Board adopt and implement the following general salary movement ten (10) salary levels effective 1/1/05, and ten (10) salary levels effective 1/1/06 applicable to employees in the Unit on the effective dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9041	ASST CHIEF,PSYCHIATRIC SOCIAL WORK	CURRENT	NW	90K	4916.00	6447.55
		01/01/2005	NW	91J	5038.91	6608.45
		01/01/2006	NW	92H	5165.09	6773.45
9014	CLINICAL SOCIAL WORK SUPERVISOR I	CURRENT	N3	87B	4952.36	5519.73
		01/01/2005	N3	88A	5076.00	5657.00
		01/01/2006	N3	88L	5203.27	5798.82
9015	CLINICAL SOCIAL WORK SUPERVISOR II	CURRENT	N3	89B	5229.00	5827.55
		01/01/2005	N3	90A	5359.00	5973.00
		01/01/2006	N3	90L	5492.64	6122.09
9040	HEAD PSYCHIATRIC SOCIAL WORKER	CURRENT	NW	88J	4644.91	6092.27
		01/01/2005	NW	89H	4761.09	6244.55
		01/01/2006	NW	90G	4880.00	6400.36
9132	STAFF DEVELOPMENT SPEC,SOC WORK	CURRENT	N3	82G	4377.91	4880.00
		01/01/2005	N3	83F	4487.45	5001.82
		01/01/2006	N3	84E	4599.45	5126.91
9038	SUPVG PSYCHIATRIC SOCIAL WORKER	CURRENT	N3W	86J	4904.00	5770.45
		01/01/2005	N3W	87H	5026.55	5914.82
		01/01/2006	N3W	88G	5152.36	6062.45

Effective March 1, 1999, whenever any person employed as a Supervising Psychiatric Social Worker (Item No. 9038), Asst Chief, Psychiatric Social Work (Item No. 9041) or Head Psychiatric Social Worker (Item No. 9040) has been on the top step of the established salary range for Supervising Psychiatric Social Worker (Item No. 9038), Asst Chief, Psychiatric Social Work (Item No. 9041) or Head Psychiatric Social Worker (Item No. 9040) for at least one (1) year, he/she shall receive additional compensation of twelve (12) standard levels above the top step otherwise established for these classes.

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

A. FINANCIAL CRISIS

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

For the sole purpose of modifying Article 6, Section 1 of this MOU, no later than October 1 of each year, the Board of Supervisors may declare a financial emergency. Such a declaration will be made only in the event of a significant reduction in anticipated on-going 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 6, Section 1 are cancelled and the parties shall re-open negotiations on all economic issues.

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

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

Section 2. Step 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 head in writing to issue a performance evaluation. The department head shall issue a performance evaluation within five (5) days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

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

1. Where no performance evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such performance evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his step advance 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 thirty (30) days effective to his step advance anniversary date.

3. Grievance based on an improvement needed performance evaluation shall be filed within ten (10) days of issuance with the department head or his designated representative who shall respond to the grievance within ten (10) days.

   Appeals from a department head decision shall be processed in accordance with Civil Service Commission 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.

ARTICLE 7 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) hours 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 hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

B. 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.

C. Payoff of Special Deferred CTO

On or after August 1, 1995, at the employee's option, CTO earned during the period October 1, 1993 through and including June 30, 1994 and remaining 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 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. 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 (1) 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 8 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memorandum 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 9 SPECIAL PAY PRACTICES

Section 1. Evening and Night Shift Differential

Effective April 1, 2001, persons employed in classifications within this Bargaining Unit who are assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive a 75 cents per hour bonus for each hour worked during such shift.

Section 2. 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 minimum payment of four hours' pay at the rate of time and one-half.

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 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.

Section 3. Standby

A. Effective April 1, 2001, persons employed by the Department of Mental Health as a Supervising Psychiatric Social Worker (Item No. 9038), who is assigned to a Mental Health Alert Team, Psychiatric Mobil Response Team, Adult Targeted Case Management Services (ATCMS), Community Reintegration of Mentally Ill Offenders (CROMIO) Program, Children's Emergency Services or any other newly created program developed throughout the term of this MOU, shall receive a $1.50 per hour bonus, but not to exceed a maximum of $450.00 per month ($225.00 per pay period), for each hour such person is assigned to regularly scheduled standby periods which occur at off-duty times.

B. Assignment to such standby service requires the prior annual authorization of the Chief Administrative Officer, and payment of said bonus for standby service requires the finding of the Chief Administrative Officer that such service meets the standards set forth above.

Section 4. Sheriff and Probation Detention Facility

Effective April 1, 2001, any person employed in a full-time permanent position of Clinical Social Work Supervisor I (Item No. 9014), Clinical Social Work Supervisor II, (Item No. 9015) or Supervising Psychiatric Social Worker (Item No. 9038), who is permanently

assigned to work, on a full-time basis in any Los Angeles County Sheriff and Probation Detention Facility or MacLaren Children's Center, shall receive, in addition to any other compensation in this Article, $100.00 per month ($50.00 per pay period). Compensation pursuant to this Section does not constitute a base rate.

Section 5. Assignment of Additional Responsibilities

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

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

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

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this

additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules (approximately 5.5 percent); or

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

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

In no event shall an employee receive compensation pursuant to this section and receive out of class bonus pursuant to Article 15 (Out-of-Class Assignment) for the same assignment.

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

Section 6.

Effective April 1, 2001, 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 continuing and frequent basis in order to meet the public service responsibility of the department, shall

receive an additional bonus of $50.00 per month ($25.00 per pay period), in accordance with County Code Section 6.10.140. This is in addition to any bilingual bonus monies agreed to in the Coalition of County Unions Fringe Benefits MOU.

ARTICLE 10 PAYCHECK ERRORS

Section 1. Underpayments

A. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or $100, whichever is least, occurs in an employee's pay check, a pay check correction may be requested. Such request must be made to the appointing authority within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

B. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the appointing authority.

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

Section 2. Overpayments

A. Employees will be notified prior to the recovery of overpayments.

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

ARTICLE 11 BULLETIN BOARDS

Management agrees to furnish bulletin board space to SPSW/AFSCME, Local 3511, the size, number, and location to be jointly determined by departmental Management and the Union.

The boards shall be used only for posting the following information:

1. Union recreational, social, and business news and related activities of the Union;

2. Scheduled Union meetings;

3. Information concerning Union elections and their results;

4. Information concerning insurance and any other benefits offered to members by the Union;

5. Any other written material which has first been approved by the department. Bulletins requiring departmental approval shall be submitted by the Union to the managers of the departmental work location where the bulletin board is located, or to the personnel officer or his/her designate. The manager or personnel officer/designate shall approve or deny posting within one business day.

ARTICLE 12 HEALTH AND SAFETY

Section 1.

Each Mental Health clinic in the Department of Mental Health shall have a Health and Safety Committee.

Section 2.

The responsibilities of the Committee shall be to:

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

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

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

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

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

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

Section 3.

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

Section 4.

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

Section 5.

Management and Union agree that California State Legislation commonly called "SB 198", is applicable in the Departments of Mental Health and Health Services.

ARTICLE 13 WORK SCHEDULES

Section 1. Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by the Los Angeles County Code.

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) employee's work schedules shall not be changed without notice to the employees at least ten working days before the change is to be implemented.

Section 3. Emergencies

Nothing herein shall limit the authority of the department head 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. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 4. Transfers

A. Voluntary Transfers - Department of Mental Health, Department of Health Services and Public Defender

Supervising Psychiatric Social Workers in the Department of Mental Health, Department of Health Services and Public Defender who wish to transfer to another work location in the Department may submit a written request to the Personnel Officer of that Department and have his/her name placed on a list to be kept by the Department for six months from the date of receipt.

It is understood that the request is for an available, vacant position in the same classification. The Department will consider the request when filling vacancies.

The submission of a request to transfer to another work location does not obligate the employee to accept any actual offer of employment at that location. Further, the Department is not obligated to make an offer of employment to the employee by virtue of the employee having submitted a request. This section is not intended in any manner to limit Management's authority to select, in its judgment, the best, qualified individual for the position.

B. Involuntary Transfers

In the assignment of involuntary transfers, Management will consider several factors, such as the employee's seniority, experience, academic training, and skills; geographical location; and operation needs.

Section 5. Reassignment/Involuntary Transfer within the Department of Health Services

A. If the Department of Health Services determines that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

Section 6. Alternative Work Schedules

Management will consult with the Union prior to implementing or eliminating alternative work schedules, including, but not limited to, a four (4) - ten (10) hour work-day per week (4/10) schedule.

ARTICLE 14 CONSULTATION

A. Upon request, County Management agrees to meet with representatives of the Supervising Professional Social Workers Association of Los Angeles County for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

Management agrees to consult on request with APSW/AFSCME on matters related to professional standards and patient care, on changes in rules affecting conditions of employment, and on impact of County-wide classification studies of classes represented by this bargaining unit.

APSW/AFSCME agrees to work, cooperatively and jointly with the Department of Mental Health on the creation of a para-professional classification series.

B. It is the intention of County Management to provide timely notification concerning classification studies, referenced in Paragraph A. of this Article, so that ample time exists prior to action by the Director of Personnel should this representation unit desire to request a consultation meeting.

C. Management further agrees to consult on request with the Supervising Professional Social Workers Association of Los Angeles County on training, professional development, safety and health, and major organizational changes which impact on the working conditions of employees in this unit.

D. All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

E. The parties will establish a Joint Labor/Management Committee to discuss proposed changes in the delivery of directly-operated mental health services, where such proposed changes will have a substantial impact on employees in this Bargaining Unit.

The Joint Labor/Management Committee shall consist of no more than four (4) Management representatives, and no more than four (4) employee representatives

between Bargaining Units 721 and 724. Management representatives will be designated by the Director of Mental Health. Employee representatives will be designated by the Union. During the term of this MOU, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations.

The parties agree that the Committee may make advisory recommendations to Management for consideration.

F. It is understood by the parties that the provisions of this Article do not waive rights provided for in the Los Angeles County Employee Relations Ordinance.

ARTICLE 15 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:

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* (For the purpose of this Article, vacancies due to leaves of absence shall be defined as in the 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 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 16 VACATION SCHEDULING

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare a vacation schedule for all employees in each work facility.

2. The employees with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.

3. Having once made such a choice, no employee may change his/her vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.

4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next annual vacation schedule is prepared.

5. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification with the department. Any employee may exercise his/her seniority only within the work location to which he/she is permanently assigned.

6. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employee in the order of their County seniority.

ARTICLE 17 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. A reasonable number of employee reviews can occur on County time.

An employee shall be advised of, and entitled to read, and receive a copy if requested, 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 will 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 two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee copies of any documents or written statements used by the department as a basis for its action.

No non-related work material will be introduced into the file.

ARTICLE 18 EMPLOYEE LEAVES

Section 1. Pregnancy Leave

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

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

Upon the employee's request and with prior approval by the department head, an employee may use the necessary portion of his/her available personal leave, vacation, or compensatory time off for the purpose of supplementing bereavement leave.

Section 3. Medical Leave

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

ARTICLE 19 TRAINING

Management recognizes that the procedures and time limits at the facility for requesting participation in work related educational programs, seminars, and professional conferences on County time may vary.

Requests for salary-only training must be submitted for approval at least three (3) weeks prior to the commencement of the training. No later than ten (10) calendar days prior to the date of the training, Management shall inform the employee of approval or denial of the request. In the Department of Mental Health, the employee will be notified of the reasons for the denial of the training request. Management shall not be obligated to these time frames if the employee does not submit the request at least three (3) weeks prior to the commencement of the training.

Requests for salary only training for which the employee has received short notice (short notice defined as less than twenty-one (21) calendar days) must be requested by the employee at least ten (10) calendar days prior to the date of the training. Management shall inform the employee of approval or denial of the request at least five (5) calendar days prior to the date of the training. Management shall not be obligated to these time frames if the employee does not submit the request at least ten (10) calendar days prior to the commencement of the training.

ARTICLE 20 MANDATORY CONTINUING EDUCATION

Management recognizes the importance 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.

The parties agree jointly to recommend to the County's Board of Supervisors for adoption and implementation through amendment to applicable provisions of said Ordinance, that in addition to all provisions of the Los Angeles County Code, any person employed in a full-time permanent position of Supervising Psychiatric Social Worker (Item No. 9038), Asst Chief, Psychiatric Social Work (Item No. 9041), Head Psychiatric Social Worker (Item No. 9040), Clinical Social Work Supervisor I (Item No. 9014), and Clinical Social Work Supervisor II (Item No. 9015) may, subject to departmental staffing consideration, during the term of this contract, be allowed time off from work at regular pay for twenty-four (24) hours per year throughout the term of this contract to attend mandatory continuing education, licensure or recertification programs.

In the Department of Mental Health and the Department of Health Services, it is agreed that twelve (12) hours of the twenty-four (24) hours per year may include pre-approved home study courses to fulfill mandatory continuing education requirements for licensure. Additionally, if the needs of the service are not negatively impacted, the Department of Mental Health and the Department of Health Services shall make every effort to adjust the employee's schedule for that workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off or at a time that is outside of regular work hours.

Notwithstanding the above provisions and pursuant to Civil Service Rules where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may (a) use accrued leave time or (b) use up to two days of leave without pay per year for such attendance. In all instances, provisions of this Article will be subject to departmental staffing considerations.

ARTICLE 21 PARKING

Section 1.

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.

Section 2.

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 comes first.

ARTICLE 22 PROMOTIONS

The County agrees to provide the Chief Steward with copies of all promotional examination bulletins for classes in the Supervisory Professional Psychiatric Social Workers Unit.

The Unit agrees to provide the name and current business address of the Chief Steward to the Personnel Officers of the Departments of Health Services, Mental Health, and Public Social Services.

ARTICLE 23 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of the 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 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.

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

Section 3. Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her 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/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 Article 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 automatically be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 5. General Provisions

1. An employee involved in the processing of his/her grievance may do so without loss

of compensation provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner.

2. An 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.

3. Only county employees in this Unit or authorized SPSW/AFSCME representative as specified in Article 29, Work Access, may be selected by an employee to represent him/her in formal grievance meetings.

4. 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.

5. 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.

6. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

7. The SPSW/AFSCME 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 this Memorandum of Understanding.

8. 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. Procedure

1. Informal Complaint

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 discuss his/her complaint in a meeting with his/her immediate supervisor.

B. Within ten (10) business days from the day of the discussion with the employee, his/her immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - First Level Management

A. Within ten (10) business days from receipt or failure to receive his/her supervisor's decision, an employee, not satisfied, may 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 the first level Management representative and retain the third copy.

B. Within ten (10) business days from receipt of the grievance, the first level Management representative shall meet with the parties involved and shall give a written decision to the employee using the original copy of the grievance.

Step 2 - Middle Level Management

A. Within ten (10) business days from his/her receipt of the written decision at level one and using the returned original copy of the grievance form, the employee may appeal to the middle level Management representative.

The middle level Management representative shall meet with the first level Management representative and the employee before a decision is reached by him/her.

B. Within ten (10) business days from receipt of the grievance, the middle level Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Upper Level Management

A. Within ten (10) business days from the receipt of the decision at level two, the employee may appeal to the upper level Management representative using the original copy of the grievance.

B. Within ten (10) business days from the receipt of the employee's grievance, the upper level Management representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance and meet with the parties involved. He/she shall then render a written decision to the employee within five (5) business days of the holding of the meeting.

C. If the upper level Management representative fails to give a decision at the third level within the specified time limits, SPSW/AFSCME shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that do not directly concern or involve the interpretation or application of the specified terms and provisions of the Memorandum of Understanding, the written decision of the upper level Management representative shall be final.

Section 7. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the upper level Management representative, SPSW/AFSCME 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 Commission 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, discharge, 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.

3. In the event SPSW/AFSCME 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 Office of Human Resources, Chief Administrative Office 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.

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 (30) working days from date of receipt of the request of 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 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.

5. Prior to a hearing by an arbitrator, a representative of the County and SPSW/AFSCME 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 SPSW/AFSCME 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 SPSW/AFSCME. 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.

SPSW/AFSCME 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

Implementation

Term

Renegotiation

Equal Opportunity

Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 24 GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 3511 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 3511 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 3511 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 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 3511 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 7, Subsection 2 of Article 23, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 23, 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 23 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 23 hereof.

ARTICLE 25 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 23, 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 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 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. 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 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Election of this binding forum shall constitute 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.

11. 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

Implementation

Term

Renegotiation

Equal Opportunity

Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 26 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, 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 27 SPSW/AFSCME STEWARDS/OFFICER

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than 20 SPSW/AFSCME stewards within the representation Unit as herein defined. Only an employee who has passed his/her initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as an SPSW/AFSCME steward.

SPSW/AFSCME shall give to all department heads with employees in this Unit and the Chief Administrative Officer of the County of Los Angeles a written list of the names of employees selected as SPSW/AFSCME stewards, which list shall be kept current by SPSW/AFSCME.

SPSW/AFSCME agrees, whenever investigation or processing of formal grievances and/or disciplinary actions initiated by the department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. SPSW/AFSCME representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the SPSW/AFSCME steward/officer will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays after the time of the SPSW/AFSCME steward's/officer's request, unless otherwise mutually agreed to. Prior to

entering other work locations, the SPSW/AFSCME steward/officer shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption of work. If the employee cannot be made available, the SPSW/AFSCME steward/officer will be informed when the employee will be made available.

Management agrees an SPSW/AFSCME steward or Board member will not be discriminated against, nor transferred to another work location without his/her consent.

ARTICLE 28 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

The parties agree to jointly recommend to County's Board of Supervisors that the Supervisory Professional Social Workers Association's dues and such other deductions as may be properly requested and lawfully permitted 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 Management a written authorization requesting that such deductions 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 Supervisory Professional Social Workers Association 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 the 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 deductions made by the County during the term of this agreement; provided, however, that any employee in this Unit may terminate such Union dues during the period December 10through December 28 in each year of this MOU, by notifying the Union of his/her termination of Union 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 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. Agency Shop Defined

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

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

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

Section 4 Agency Shop

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

A. Agency Shop Defined

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

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share 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 to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

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

D. Rescission

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

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

(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.

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

Management will provide AFSCME, Local 3511 a list of all employees in the Unit within thirty (30) days from the effective date of this Memorandum of Understanding. Local 3511 is entitled to one (1) list at no charge each year of the agreement. Additional lists may be provided at no less than four month intervals when requested by AFSCME, Local 3511 at a charge of one hundred dollars ($100.00) per list.

Upon payment of initial programming costs and monthly maintenance cost as determined by the Auditor-Controller, Management shall provide the Union with access to employee lists via Internet on a monthly basis. The Auditor-Controller will furnish AFSCME Local 3511 with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. If the Union elects to utilize this paragraph, the paragraph above will no longer be applicable and will sunset with the expiration of this MOU.

Management will supply to employees newly hired or transferred into the Unit an information brochure, and/or letter about AFSCME and a dues deduction card furnished by AFSCME, Local 3511 as follows:

> AFSCME, Local 3511 has been certified as your majority representative. AFSCME, Local 3511 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.
>
> If you want information, or wish to become a member of AFSCME, Local 3511, see your shop steward or contact:
>
> AFSCME, Council 36, Local 3511
> 514 Shatto Place
> Los Angels, CA 90020
> (213) 487-9887

Department Management shall review and approve the information brochure and/or letter prior to distribution.

H. 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.

Section 5. Agency Shop

Notwithstanding the provisions above, it is mutually agreed that this Unit is an Agency Shop Unit upon ratification of this MOU, and the provisions of Section 4 above apply. It is the intent of the parties that agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

ARTICLE 29 WORK ACCESS

An SPSW/AFSCME representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the Department Head's or his designates's authorization a reasonable amount of time before the intended visit. If authorization for such access is not granted, the SPSW/AFSCME representative will be informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and legal holidays, after the time of the SPSW/AFSCME representative's request, unless otherwise mutually agreed to.

Authorized SPSW/AFSCME representatives may be given access to work locations during hours solely for the purpose of conducting SPSW/AFSCME grievances/disciplinary investigations and observing working conditions. SPSW/AFSCME agrees that its representatives will not interfere with operations of a department of any facility thereof.

SPSW/AFSCME shall give to all Department Heads with employees in this Unit and the Chief Administrative Officer of the County of Los Angeles, a written list of all of its authorized representatives, which list shall be kept current by SPSW/AFSCME.

Access to work locations will only be granted to representatives on the current list.

ARTICLE 30 IDENTIFICATION OF EMPLOYEES

Section 1. New Employee Orientation

Subject to prior approval of the Department Head, AFSCME, Local 3511 representatives shall participate in new employee orientation for the sole purpose of providing employees information regarding AFSCME, Local 3511 Union membership.

ARTICLE 31 LEGAL REPRESENTATION

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

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

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

ARTICLE 32 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 Supervisory Professional Social Workers Association 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 33 FULL UNDERSTANDING, MODIFICATIONS AND WAIVER

A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.

B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or 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 AFSCME, Local 3511 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME, Local 3511 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME, Local 3511 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME, Local 3511 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

C. Except as specifically provided herein, 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 or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.

D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not 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.

E. 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 34 MANAGEMENT RIGHTS

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

ARTICLE 35 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

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

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

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

ARTICLE 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 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 specified function or obligation as set forth herein.

B. PSSW/AFSCME, Local 3511's principal authorized agent shall be: Executive Board, Local 3511 SPSW of Los Angeles County/AFSCME, Local 3511, AFL-CIO (address: 514 Shatto Place, Los Angeles, California 90020, Telephone: (213) 487-9887).

ARTICLE 38 EMPLOYEE ORGANIZATION LEAVE

SPSW/AFSCME, Local 3511 may not have more than two (2) employees in the Unit on leave of absence to accept employment with the Union. These leaves are subject to Civil Service Rules. The employee must have 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 Union 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 39 DISCIPLINARY ACTION

Prior to disciplinary action involving demotion, the department will give notification to the employee of such action and, upon request of the employee, will furnish copies of any documents or written statements used by the department as a basis for its action.

ARTICLE 40 ALTERNATIVES TO LAYOFFS

Section 1. 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 2. 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 members of a bargaining unit.

Section 3. Enhanced Voluntary Time-Off Program

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.

Section 4. 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.

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.

SUPERVISORY PROFESSIONAL SOCIAL WORKERS OF LOS ANGELES COUNTY/AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

By _____

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Chief Administrative Officer

SIGNATURE PAGE (CONTINUED)

SUPERVISORY PROFESSIONAL SOCIAL WORKERS OF LOS ANGELES COUNTY/AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

By Susan Christensen

By

By

By

By

By

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By
Department of Mental Health

By
Department of Health Services

By

By

TO BE JOINTLY SUBMITTED TO THE BOARD OF SUPERVISORS